

Lodger Details

Lodger Code 506562H
Name STRATA SPECIALIST LAWYERS
Address PO BOX 515
ROSE BAY 2029
Lodger Box 1W
Email COLINCUNIO@STRATASPECIALISTLAWYERS.COM.AU
Reference 5679

Land Registry Document Identification

AU642263

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP64807	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP64807
Other legal entity

Meeting Date

04/07/2024

Repealed by-law No.

Details N/A

Added by-law No.

Details Special By-Law 15

Amended by-law No.

Details N/A

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP64807

Signer Name COLIN CUNIO

Signer Organisation COLIN CUNIO SOLICITORS PTY. LTD.

Signer Role PRACTITIONER CERTIFIER

Execution Date 04/12/2024



STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 64807

CONSOLIDATED BY-LAWS

Table of Contents

1	NOISE	3
2	PARKING.....	3
3	OBSTRUCTION OF COMMON PROPERTY	3
4	DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY	4
5	DAMAGE TO COMMON PROPERTY	4
6	BEHAVIOUR OF OWNERS AND OCCUPIERS	4
7	CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING	4
8	BEHAVIOUR OF INVITEES	5
9	DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY	5
10	DRYING OF LAUNDRY ITEMS	5
11	CLEANING WINDOWS AND DOORS	5
12	STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS.....	5
13	MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY	5
14	FLOOR COVERINGS	6
15	GARBAGE DISPOSAL.....	6
16	KEEPING OF ANIMALS.....	7
17	APPEARANCE OF LOT.....	7
18	NOTICE BOARD.....	7
19	CHANGE IN USE OF LOT TO BE NOTIFIED	7
20	CLEANING OF LOTS	8
21-22	REPEALED	8
23	PROVISION OF AMENITIES OR SERVICES	8

This is page 1 of a total of 89 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 64807 was affixed on the 4th day of December 2024 in the presence of:

Authority: Strata Managing Agent

Signature: 
Electronic of me, Paul Culbi.
Affixed at my direction on 04/12/24 at 9am

Name: Paul Culbi



Being the persons authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

24	MAINTENANCE OF AIR CONDITIONING	9
25	USE OF FACILITIES.....	9
26	FOR SALE OR FOR LEASE SIGNAGE	9
27	USE OF COMMERCIAL OR RETAIL LOT	9
28-31	REPEALED	9
32	ACCESS KEYS	10
33	ITEMS ON BALCONIES AND TERRACES	10
34	SAFETY AND SECURITY	11
35	MOTOR VEHICLE MAINTENANCE ON COMMON PROPERTY.....	11
36	WASTE DISPOSAL	11
37	GOVERNMENT CHARGES FOR WASTE REMOVAL.....	11
38	BLINDS	11
	SPECIAL BY-LAW 1 – ELECTRONIC DELIVERY OF NOTICES.....	12
	SPECIAL BY-LAW 2 – PARKING CONTROL.....	12
	SPECIAL BY-LAW 3 – MANAGEMENT OF BBQ USE AND BOOKING SYSTEM	13
	SPECIAL BY-LAW 4 – EXCLUSIVE USE - MULTIPLE LOTS	19
	SPECIAL BY-LAW 5 – OCCUPANCY (OVERCROWDING) ALL LOTS.....	38
	SPECIAL BY-LAW 6 – SMOKING	40
	SPECIAL BY-LAW 7 – MINOR RENOVATIONS	41
	SPECIAL BY-LAW 8 – MAJOR RENOVATIONS	53
	SPECIAL BY-LAW 9 - WINDOW TINTING (ALL LOTS)	66
	SPECIAL BY-LAW 10 – MAJOR RENOVATIONS AND BUILDING WORKS (LOT 73)	68
	SPECIAL BY-LAW 11 – MAJOR RENOVATIONS AND BUILDING WORKS (LOT 204)	76
	SPECIAL BY-LAW 12 – USE OF ELECTRIC VEHICLE CHARGING STATION	81
	SPECIAL BY-LAW 13 – AIR CONDITIONING	82
	SPECIAL BY-LAW 14 – LOT 324 MAJOR RENOVATION WORKS.....	84
	SPECIAL BY-LAW 15 – RESTRICTING CHARGING OF ELECTRIC ITEMS (E-VEHICLES, E-BIKES AND E-SCOOTERS) (PASSED 4 JULY 2024)	86

1 Noise

An owner or occupier of a lot 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.

2 Parking

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle (**vehicle**) on common property or in a visitor parking space except with the written approval of the owners corporation.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that any invitee of the owner or occupier does not park or stand any vehicle on common property except in a visitor parking space and then for no more than 4 hours in any one day or for more than 4 hours in any one day with the approval of the owners corporation.
- (3) An owner or occupier of a lot must not park or stand any vehicle in a parking space for another lot without the written approval of the owner or occupier of that lot.
- (4) If an owner or occupier of a lot breaches this by-law, the owners corporation may:
 - (a) give the owner or occupier a notice, or place a notice on the offending vehicle, advising of the terms of this by-law and requesting the removal of the offending vehicle that is parked in breach of the by-law (**removal notice**);
 - (b) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so); and
 - (c) recover as a debt from the owner or occupier in breach of this by-law:
 - (i) the sum of \$165 (including GST) or such other amount as may be determined from time to time by the strata committee (**administrative cost**) being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, for each removal notice that is issued; and
 - (ii) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis.
- (5) To avoid doubt, if the owners corporation issues more than one removal notice, it may recover as a debt from the owner or occupier in breach of this by-law, the administrative cost multiplied by the number of notices it issues.
- (6) This by-law is to be construed as being in addition to, and not in derogation of, Special By-Law 2 – Parking Control.

3 Obstruction of Common Property

An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not:

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

5 Damage to Common Property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

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

10 Drying of Laundry Items

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

11 Cleaning Windows and Doors

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

12 Storage of Inflammable Liquids and Other Substances and Materials

- (1) An owner or occupier of a lot must not, except with the 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.
- (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 the material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving Furniture and Other Objects on or through Common Property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless at least 48 hours' prior notice has first been given to the building manager so as to enable the building manager or its nominee to be present at the time when the owner or occupier does so.
- (2) An owner or occupier of a lot must comply with any directions the building manager gives the owner or occupier concerning the transportation of any furniture or large object through or on the common property within the building including directions that any furniture or large object is to be transported through specified parts of the common property or in a specified manner.

- (3) An owner or occupier of a lot must take all reasonable steps to ensure that the common property is not damaged during the transportation of any furniture or large object through or on common property within the building.
- (4) An owner or occupier of a lot must take all reasonable steps to ensure that the transportation of any furniture or large object through or on common property within the building does not interfere unreasonably with the use or enjoyment of the common property or another lot by any person.
- (5) An owner or occupier of a lot must indemnify the owners corporation against any costs or expenses the owners corporation incurs repairing any damage caused to the common property during the transportation of any furniture or large object through or on the common property within the building by or on behalf of the owner or occupier.

14 Floor Coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) Without limiting the requirements of By-law 14.1, if an Owner is utilising a floor finish within an Owner's Lot other than carpet, then the Owner must ensure that the floor covering for the Lot has or achieves at least a 5 star rating under the Association of Australian Acoustical Consultants Guideline for apartment and townhouse acoustic rating.
- (3) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiles at the registration of the strata plan.

15 Garbage Disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of Animals

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must given an owner or occupier written reasons for any refusal to grant approval.
- (3) Despite clause (1), an owner or occupier of a lot may keep on the lot one dog that weighs less than 15 kilograms without the approval of the owners corporation.
- (4) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) promptly notify the owners corporation that the animal is kept on the lot;
 - (b) keep the animal within the lot;
 - (c) carry the animal or ensure that the animal is tethered when it is on the common property;
 - (d) take any action that is necessary to promptly clean all areas of the lot or the common property that are soiled by the animal.
- (5) 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.

17 Appearance of Lot

The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

18 Notice Board

The Owners Corporation must cause a notice-board lo be affixed to some part of the common property.

19 Change in Use of Lot to be Notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

- (2) Without limiting clause (1), the following changes of use must be notified:
- (a) a change 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);
 - (b) a change that results in the lot being used for a different type of commercial purpose;
 - (c) a change to the use of a lot for short term or holiday letting.

The notice must be given in writing at least 21 days before the change occurs or a lease or sub-lease commences.

20 Cleaning of Lots

- (1) The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.
- (2) For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

21-22 REPEALED

23 Provision of Amenities or Services

- (1) In this by-law “the pool” refers to the pool, the spa, the sauna and the pool area, within the parcel.
- (2) The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.
- (3) The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.
- (4) An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- (5) The Owners Corporation may make rules regarding the pool.
- (6) The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:
 - a. Smoking, eating or drinking;
 - b. Consuming alcohol;
 - c. Using bottles or glass;

- d. Running, jumping or diving
- e. Using balls, boogie boards or large inflated objects;
- f. Using soap, bubble bath or shampoo;
- g. Be inadequately clothed;
- h. Nude bathing.

24 Maintenance of Air Conditioning

- (1) The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- (2) Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every six (6) months.

25 Use of Facilities

An owner of a lot who is not an occupier of the lot and who has leased the lot shall not be entitled to use any of the facilities of the owners corporation.

26 For Sale or For Lease Signage

- (1) The registered proprietor or occupier of a commercial premises in the development shall be entitled to place one (1) only sign advertising the availability of the commercial premises for lease or sale.
- (2) All commercial signage in the development must be of identical size and dimensions.
- (3) The owners corporation shall have the right to remove any signage that does not comply with this by-law.

27 Use of Commercial or Retail lot

- (1) The owners corporation must grant consent to the proposed use of a commercial or retail lot provided that the proposed use is lawful or would be lawful with any necessary statutory approval.
- (2) The owners corporation must consent to and execute any document that is reasonably required to enable a commercial or retail lot to be put to a proposed use that is lawful or would be lawful with any necessary statutory approval.
- (3) Without limiting clause (2), the owners corporation must consent to and execute a development application or a complying development certificate application for the proposed use of a commercial or retail lot that complies with clause (1).

28-31 REPEALED

32 Access Keys

- 32.1 If the Owners Corporation restricts access to parts of the common property, the Owners Corporation may give an owner or occupier of a lot an "access key". The Owners Corporation may charge an owner of a lot a (\$50) bond for extra or replacement "access keys". This bond is refunded to the owner on return of the "access key".
- 32.2 An owner or occupier of a lot must
- 32.2.1 take all reasonable steps not to lose "access keys"
 - 32.2.2 return all "access keys" to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building.
 - 32.2.3 notify the strata manager immediately if an "access key" is lost
- 32.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an "access key" has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the "access keys" to the Owners Corporation when they move out of the building.
- 32.4 An owner or occupier of a lot must not:
- 32.4.1 copy an "access key"
 - 32.4.2 give "access keys"
- 32.5 "Access keys" belong to the Owners Corporation.

33 Items on Balconies and Terraces

- (1) An owner or occupier of a lot may keep planter boxes, pot plants, occasional furniture or recreational equipment on the balcony or terrace of the lot on the conditions of this by-law.
- (2) An owner or occupier of a lot must ensure that any planter boxes, pot plants, occasional furniture or recreational equipment kept on the balcony or the terrace of the lot:
 - (a) have an appearance, when viewed from a public place outside the lot such as Jones Street or Wattle Street, that is in keeping with the rest of the building; and
 - (b) are not dangerous to any person and do not cause a nuisance or hazard to the owner or occupier of another lot or any person on common property; and
 - (c) will not cause any damage to the common property.
- (3) The owners corporation may require an owner or occupier of a lot to remove any planter boxes, pot plants, occasional furniture or recreational equipment that are kept on the balcony or terrace of the lot in breach of this by-law.

- (4) An owner or occupier of a lot must properly maintain the soil and plants in any planter boxes or pot plants that are kept on the balcony or terrace of the lot.
- (5) An owner or occupier of a lot must ensure that no water enters the common property or another lot when watering any plants, planter boxes or pot plants kept on the balcony or terrace of the lot.

34 Safety and Security

- (1) An owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to prejudice the security or safety of the building.
- (2) An owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the building or to reduce the level of fire safety in the lots or common property.
- (3) An owner or occupier of a lot must ensure that all fire and security doors in the building are kept locked or secure when not in immediate use.

35 Motor Vehicle Maintenance on common property

An owner, occupier or an invitee of an owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property.

36 Waste Disposal

All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

37 Government Charges for Waste Removal

An owner or occupier of a commercial or retail lot must pay any rate, tax, charge or levy for or in relation to the collection of commercial or retail waste for the lot imposed by any party including any government authority.

38 Blinds

The owner or occupier of a lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

SPECIAL BY-LAW 1 – Electronic Delivery of Notices

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

SPECIAL BY-LAW 2 – Parking Control

Scope of By-law

1. An owner or occupier of a lot can only park or stand any motor or other vehicle on common property with the written approval of the Owners Corporation.
2. Where an owner or occupier has parked or stands a vehicle on common property without the written approval of the Owners Corporation, the vehicle may be towed and removed to a public road or impounded.
3. The owner or occupier of a lot must pay the costs of and incidental to the Owners Corporation and its servants and agents for having the vehicle towed and or impounded (including without limitation strata management fees and legal fees) which are recoverable by the Owners Corporation as a debt due by the owner or occupier.
4. An owner or occupier who parks a vehicle, or allows a vehicle to stand on any part of the common property without written consent of the Owners Corporation is taken to:
 - (a) be the person in lawful possession of the vehicle, and
 - (b) have given consent to the Owners Corporation and its servants and agents to have the vehicle towed off the common property and impounded at the cost of the owner or occupier, and
 - (c) consent to this by-law being an arrangement in force in respect of the vehicle.

Visitors Parking

5. Only a visitor can park in the designated visitors parking area.
6. The Owners Corporation may put up signage on or near the designated visitor parking areas imposing time limits for visitors.
7. Where an invitee of an owner or occupier of a lot does not abide by the time limits imposed, the owner or occupier is in breach of this by-law.
8. Where an owner or occupier has parked or stands a vehicle in the designated visitors parking area clauses 2, 3 and 4 in this by-law will apply.
9. For the purposes of this by-law, a visitor is an invitee of an owner or occupier using a visitor car space on the common property for not more than the time limit provided by the local authority for failing such limitation, 4 hours in any 1 day.

10. For the purpose of this by-law, a designated visitors parking area is the area which has been designated by local authority in the development approval of the strata scheme or the area of common property designated visitors parking by the Owners Corporation under a by-law.

Disabled Parking

11. Only a person with a RTA-issued Mobility Parking Scheme permit and the Australian Disability Parking Permit can park in the designated disabled parking area.
12. The Owners Corporation may put up signage on or near a designated disabled parking area that show the symbol for people with disabilities.
13. Where an owner or occupier has parked or stands a vehicle in the designated disabled parking area clauses 2, 3 and 4 in this by-law will apply.

Service Vehicle Parking

14. Only a person delivering and loading goods or has been provided the Owners Corporation's consent can park in the designated service vehicle parking area.
15. The Owners Corporation may put up signage on or near the designated service vehicle parking areas imposing time limits.
16. Where an owner or occupier has parked or stands a vehicle in the designated service vehicle parking area clauses 2, 3 and 4 in this by-law will apply.
17. To the extent of any inconsistency between this by-law and any other by-law, this by-law prevails.

SPECIAL BY-LAW 3 – Management of BBQ Use and Booking System

PART 1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in the by-laws applicable to the scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate the use of the barbecue area at the Scheme and to create and regulate a booking system on the conditions set out in Part 3 and Part 4 of this by-law.

THIS BY-LAW TO PREVAIL

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

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act, 1996 (NSW)*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over or in connection with the Building including Council.
- (c) **Barbecue** means any barbecue, grill, spit, rack, fireplace or open-flame cooking device.
- (d) **BBQ Area** means any common property Barbeque and surrounding areas dedicated to and designated for such use within the Scheme and located at.
- (e) **Building** means the building situated at 55 Jones Street, Ultimo.
- (f) **Building Manager** means the building manager appointed by the Owners Corporation or any other person authorised by the Owners Corporation to fulfil the duties of the building manager.
- (g) **Council** means City of Sydney Council.
- (h) **Deposit** means the sum of \$200.00, or such sum as determined by the Owners Corporation from time to time.
- (i) **Lot** means any lot in strata plan 64807.
- (j) **Occupier** means the occupier from time to time of the Lot.
- (k) **Owner** means the owner of the Lot.
- (l) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 64807.
- (m) **Refuse** means any refuse, garbage, rubbish or trade waste whatsoever including any animal and vegetable matter, solids not considered to be highly flammable or explosive such as rags, old clothes, leather, rubber, carpets, wood, excelsior, paper, ashes, tree branches, yard trimmings, furniture, metal food containers, glass, crockery, masonry and other similar materials and all solid or liquid material resulting from construction, building operations, plastic products, cinders and other forms of solid or liquid waste materials.
- (n) **Scheme** means the strata scheme created by the registration of strata plan registration no. 64807.
- (o) **Visitor** means a bona fide guest or invitee of an Owner or Occupier, but does not include an Occupier.

2.2 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) reference to the Occupier in this by-law includes any of the Occupier's executors, administrators, successors, permitted assigns or transferees; and
- (g) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, pump, tank, tray, insulation and all other ancillary equipment, appurtenance and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment, appurtenance and fitting.

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

PART 3 CONDITIONS

3.1 Barbecues and Combustibles

Subject to the other terms and conditions of this by-law, combustible or flammable gases, liquids and solids shall not be used or stored in the BBQ Area.

3.2 Burning of Refuse Prohibited

The burning of Refuse in a Barbecue is strictly prohibited.

3.3 Materials Producing Dense Smoke Prohibited

The burning of rubber, asphaltic materials, combustible and flammable liquids, impregnated wood or similar materials which produce dense smoke in a Barbeque or in the BBQ Area is strictly prohibited.

3.4 Endangering Persons or Property Prohibited

No Owner or Occupier shall kindle, authorise, permit or cause to be kindled, or maintain any permitted fire in such a manner that will endanger the person or property of another.

3.5 **Quantity of Fuel**

Owners and Occupiers must not overload the burn chamber of a Barbecue.

3.6 **Charcoal Barbecue**

Charcoal lighter/starter fluid may be used to start a cooking fire in a Barbecue grill using charcoal as a fuel provided the starter fluid is used sparingly, never applied directly onto flames and dispensed and used in accordance with manufacturer's instructions, limitations, or safety guidelines. If there is any doubt, an Owner, Occupier or other user of a Barbecue must enquire about the use of the Barbecue with the Building Manager as to the manufacturer's instructions and must satisfy themselves as to how to use the Barbecue before using the Barbecue.

3.7 **Attendance**

Cooking fires should be constantly attended. When using solid-fuel materials such as charcoal, Owners and Occupiers must ensure the fire is completely extinguished after use. Smouldering fires must not be left unattended and Owners and Occupiers must ensure all hot ashes, cinders and smouldering coals are properly and safely disposed of before retiring away from the Barbecue or leaving the BBQ Area.

3.8 **Disposal of Ashes & Embers**

Owners and Occupiers must wait a minimum of twenty-four (24) hours before disposing of ashes in any container having first ensured that such ashes are fully extinguished. After twenty-four (24) hours have elapsed, all leftover hot ash material must be thoroughly dampened, cooled, and stored in a metal can that is used solely for ash storage. Owners and Occupiers must not discard hot ashes in a compost pile, paper bag, cardboard box or any other combustible container.

3.9 **Using the Barbecue**

Owners and Occupiers must ensure:

- (a) they remove grease or fat build-up in trays before leaving the BBQ Area;
- (b) for charcoal grills, proper starter fluid is stored out of reach of children and away from heat sources when in the BBQ Area and attending to its use;
- (c) a Barbecue while in use is under the direct and continuous control of a responsible adult;
- (d) they comply with all fire safety bans and laws and any other requirements relating to fire safety as determined by the Owners Corporation or any Authority; and
- (e) at the conclusion of cooking, that all common property is left clean and tidy.

3.10 **General**

An Owner or Occupier:

- (a) must at all times comply with the requirements of this by-law;

- (b) must comply with all directions, orders and requirements of any Authority relating to the Barbecue, the BBQ Area and their use;
- (c) remains liable for any damage or soiling to any lot or Common Property (including the Lot) or to any person arising out of the use of the Barbecue or BBQ Area; and
- (d) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with their use of the Barbecue or BBQ Area.

3.11 **Default by an Owner or Occupier**

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

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of carrying out that work from the defaulting Owner or Occupier; and
- (c) the provisions of Part 4 of this by-law shall apply to such costs.

3.12 **Booking System**

- (a) Each Owner or Occupier must first book with the Building Manger before they use the Barbeque or BBQ Area.
- (b) When booking under clause 3.12(a), the Owner or Occupier so booking must provide details of their name, lot number, intended date of use, and approximate time and duration of use.
- (c) Each Owner or Occupier booking under 3.12(a) must pay the Deposit to the Building Manager before using the Barbeque or BBQ Area.
- (d) The Deposit is to be refunded to the Owner or Occupier upon completion of their use of the BBQ Area and after satisfaction of all obligations relating to the use of the BBQ Area. For clarity:
 - (i) obligations under clause 3.12(d) must be completed to the satisfaction of the Building Manager;
 - (ii) the Building Manager has the power inspect the BBQ Area when determining satisfaction under clause 3.12(d)(i); and
 - (iii) the Building Manager's decision will be final in this regard, particularly with respect to determining any breach of this by-law and the application of the Deposit for recovery of damage.
- (e) The matters the Building Manager will have regard to when determining satisfaction under clause 3.12(d) include the following:
 - (i) that the BBQ area is still in working order;

- (ii) that the BBQ and its surrounding areas affected by the BBQ have been cleaned to the reasonable satisfaction of the Building Manager;
 - (iii) that no damage has been caused to the BBQ, the BBQ area or its surrounds;
 - (iv) that no person, animal or thing has been damaged or injured; and
 - (v) that no dangerous activity has been undertaken that would increase any insurance premiums of the scheme.
- (f) If clause 3.12(e) has been breached, the Owners Corporation may apply the Deposit against the loss incurred. For clarity, this is in addition to any other right the Owners Corporation has under this by-law, any other by-law in the Scheme or under law or any applicable legislation.
- (g) Without limiting the generality of clause 3.12(f), if the Deposit is insufficient to cover the expenses or losses incurred as a result of the breach of this by-law and this clause, the Owners Corporation may recover any excess amount from the Owner or Occupier (or both) and the provisions of Part 4 of this by-law shall apply.
- (h) The liability of the Owner and Occupier is joint and several with regard to clause 3.12(f) and clause 3.12(g).
- (i) The Owner and/or Occupier must ensure that any Visitor must comply with the by-laws relating to the Scheme and to this by-law, including, but not limited to, this clause.
- (j) Obligations under clause 3.12(i) include, without limitation, not undertaking any hazardous or dangerous activity, cleaning up after use, ensuring children are taken care of with respect to the Barbeque, not endangering any other Owner, Occupier or Visitor, and not damaging Common Property or any other Owner's property or Lot.
- (k) Upon completion of use, the Owner or Occupier of the Barbeque must advise the Building Manager that they have finished using the BBQ Area. This is an essential requirement to recovering their Deposit.

3.13 Nothing in this by-law is intended to override restrictions under by-law 25 of the Scheme.

PART 4 DEFAULT BY OWNER

- 4.1 The Owners Corporation may recover from the Owner or Occupier all costs associated with administering the policy expressed in this by-law.
- 4.2 Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.
- 4.3 Any payment required from an Owner or Occupier may be recovered in a court of competent jurisdiction as a debt.
- 4.4 The Owners Corporation may levy a payment by serving written notice of the charge payable by that Owner on that Owner.

- 4.5 A charge if not paid at the end of one month after it becomes due and payable it shall bear, until paid, simple interest at an annual rate often percent (10%).
- 4.6 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW 4 – Exclusive Use - Multiple Lots

EXCLUSIVE USE FOR LOTS 124, 137, 146, 157, 168, 179, 183, 184, 190, 194, 195, 201, 205, 224, 235, 247, 257, 267, 297, 299, 300, 305,306, 309, 311, 315, 319, 320 - SP 64807

1. Meanings

1.1 Meanings of terms

In these by-laws, these terms (in any from) means:

Building Works means the works for enclosing balconies to the lots shown on the attached plan which involve either installing sliding glass panels to the outside perimeter of existing balconies or creating and enclosure of the walls of which are also sliding glazed panels.

2. Special privilege and exclusive use in connection with lots 124, 137, 146, 157, 168, 179, 183, 184, 190, 194, 195, 201, 205, 224, 235, 247, 257, 267, 297, 299, 300, 305, 306, 309, 311, 315, 319, 320.

2.2 Rights

Subject to the conditions in this by-law, the Lots 124, 137, 146, 157, 168, 179, 183, 184, 190, 194, 195, 201, 205, 224, 235, 247, 257, 267, 297, 299, 300, 305, 306, 309, 311, 315, 319, 320 Owner will have:

- (a) A special privilege to carry out the Building Works;
- (b) A special privilege in respect of the Common Property to erect and keep the Building Works to and o the Common Property; and
- (c) The exclusive use or those parts of the Common Property occupied by the Building Works. No consideration is payable by the Lots 124, 137, 146, 157, 168, 179, 183, 184, 190, 194, 195, 201, 205, 224, 235, 247, 257, 267, 297, 299, 300, 305, 306, 309, 311, 315, 319, 320 Owner in respect of the rights granted under these by-laws.

3. Performance of Works

- (a) In performing the Building Works the Lots 124, 137, 146, 157, 168, 179, 183, 184, 190, 194, 195, 201, 205, 224, 235, 247, 257, 267, 297, 299, 300, 305, 306, 309, 311, 315, 319, 320 Owner must:
 - (i) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation to the extent that they are consistent with these by-laws;

- (ii) keep all areas outside the Lots 124, 137, 146, 157, 168, 179, 183, 184, 190, 194, 195, 201, 205, 224, 235, 247, 257, 267, 297, 299, 300, 305, 306, 309, 311, 315, 319, 320 Owner's lot clean and tidy throughout the performance of the Building Works;
 - (iii) ensure no damage is done to any parts of the Building or any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (iv) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (v) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;
 - (vi) remove all debris resulting from the Building Works promptly from the Building; and
 - (vii) comply with all consents, directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such consents, directions, orders and requirements by the Lot 6 Owner's employees, agents and contractors.
- (b) The Building Works shall be done:
- (i) in a proper and workmanlike manner and by duly licensed and insured contractors;
 - (ii) in accordance with development consent and any construction certificate issued (if required).

4. Indemnity

The Lots 124, 137, 146, 157, 168, 179, 183, 184, 190, 194, 195, 201, 205, 224, 235, 247, 257, 267, 297, 299, 300, 305, 306, 309, 311, 315, 319, 320 Owner indemnifies the Owners Corporation and any other owner against:

- (a) any loss, damage, injury or death to property or person arising out of the performance of the Building Works; and
- (b) any loss, damage, injury or death to property or person arising from any materials, plant and equipment comprising the Building Works.

5. Registration of by-law

- (a) The Owners Corporation must attend to the prompt registration of this by-law with the Land and Property Information, New South Wales and sign all such documents as may be required by the owner of Lots 124, 137, 146, 157, 168, 179, 183, 184, 190, 194, 195, 201, 205, 224, 235, 247, 257, 267, 297, 299, 300, 305, 306, 309, 311, 315, 319, 320 to give effect to these by-laws.
- (b) The Lots 124, 137, 146, 157, 168, 179, 183, 184, 190, 194, 195, 201, 205, 224, 235, 247, 257, 267, 297, 299, 300, 305, 306, 309, 311, 315, 319, 320 Owner will pay for all

reasonable costs incurred by the Owners Corporation in the preparation and registration of this by-law promptly on demand.

(c) The Owners Corporation must not, without the written consent of the Lot Owner amend or extinguish these by-laws.

6. The owners for the time being of the lots referred to in this by-law must properly maintain and keep in a state of good and serviceable repair the Building Works and the common property occupied by the Building Works and, where necessary, renew or replace any fixtures or fittings comprised in the Building Works and the common property occupied by the Building Works.

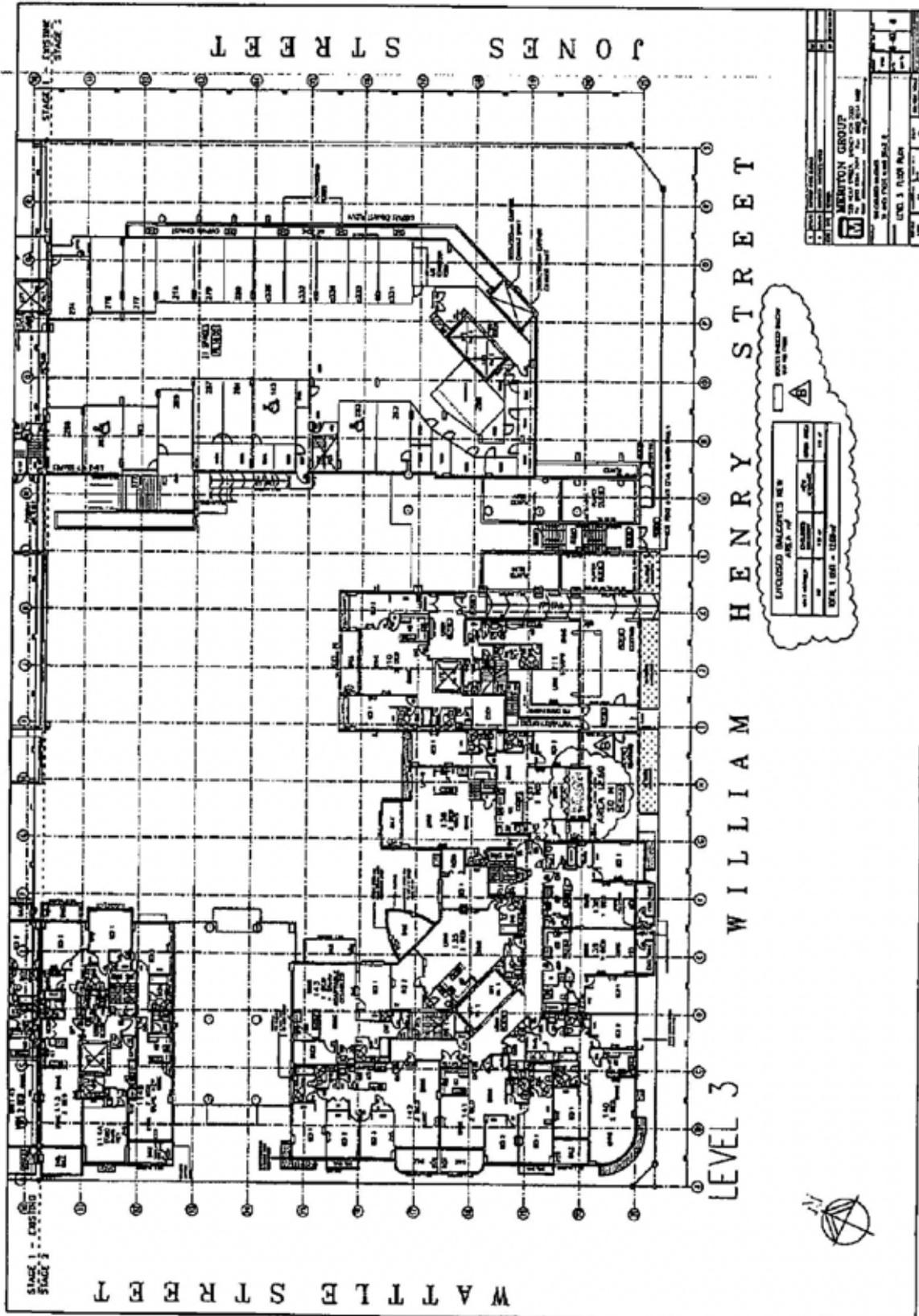
S96

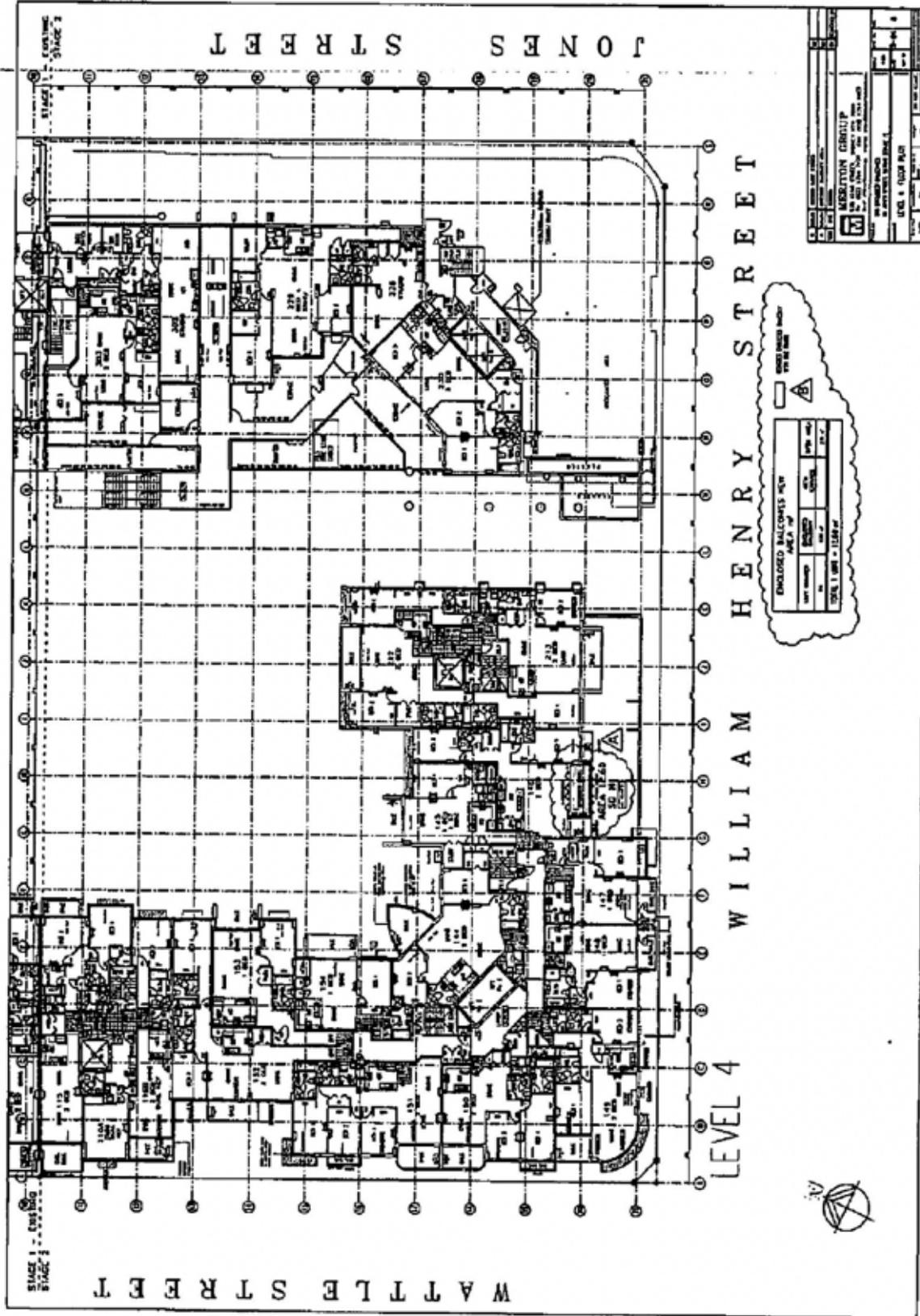
ENCLOSED BALCONIES & LIVING SPACE 55-67 JONES STREET, ULTIMO STAGE 2

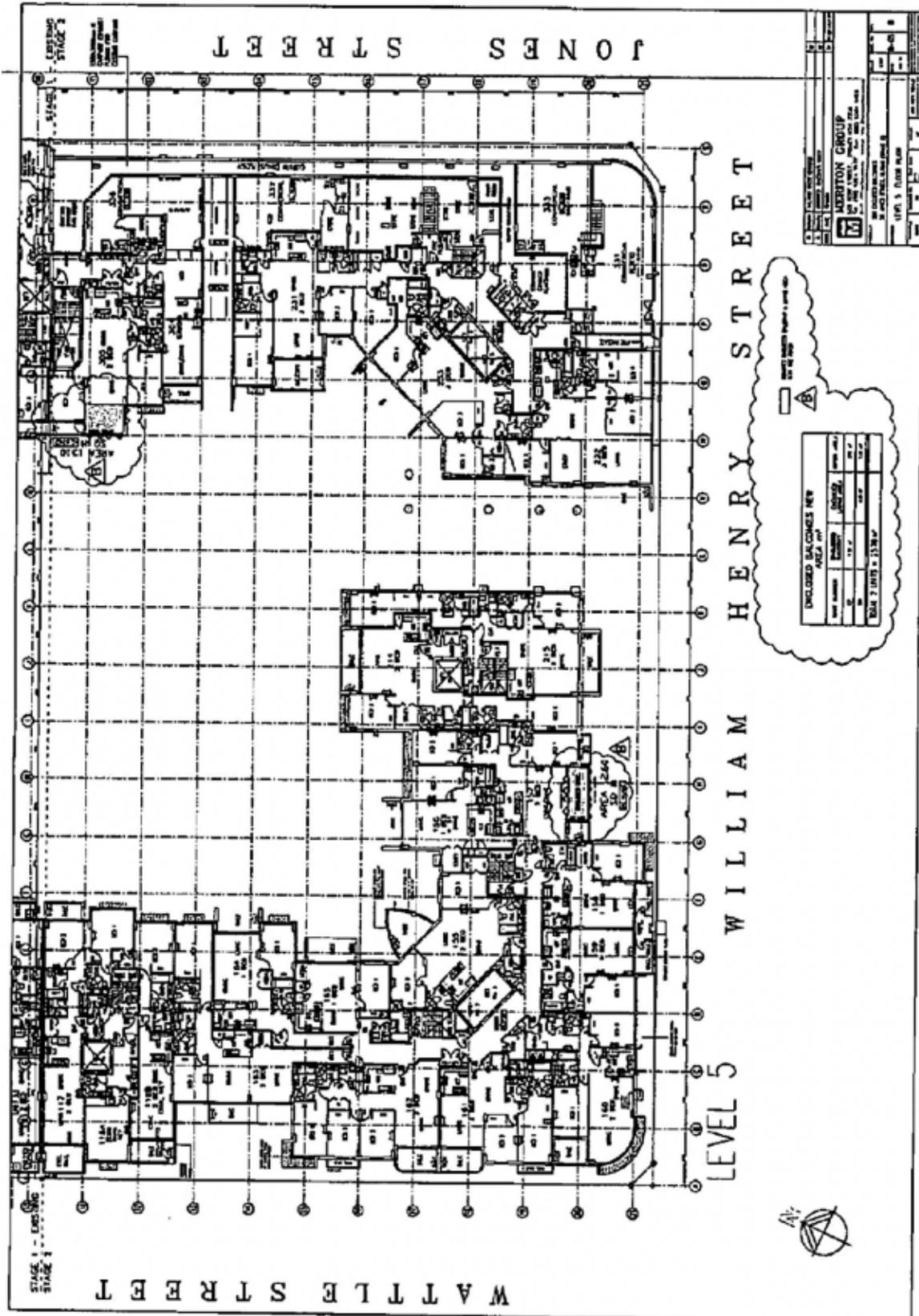
SCHEDULE OF DRAWINGS	
DRAWING	DWG. No.
GRID SHEET	B-00
LEVEL 7	B-01
LEVEL 8	B-02
LEVEL 9	B-03
LEVEL 10	B-04
LEVEL 11	B-05
LEVEL 12	B-06
LEVEL 13	B-07
LEVEL 14	B-08
LEVEL 15	B-09
LEVEL 16	B-10
LEVEL 17	B-11
LEVEL 18	B-12
LEVEL 19	B-13
LEVEL 20	B-14
LEVEL 21	B-15
LEVEL 22	B-16
LEVEL 23	B-17
LEVEL 24	B-18
LEVEL 25	B-19
LEVEL 26	B-20
LEVEL 27	B-21
LEVEL 28	B-22
LEVEL 29	B-23
LEVEL 30	B-24
LEVEL 31	B-25
LEVEL 32	B-26
LEVEL 33	B-27
LEVEL 34	B-28
LEVEL 35	B-29
LEVEL 36	B-30
LEVEL 37	B-31
LEVEL 38	B-32
LEVEL 39	B-33
LEVEL 40	B-34
LEVEL 41	B-35
LEVEL 42	B-36
LEVEL 43	B-37
LEVEL 44	B-38
LEVEL 45	B-39
LEVEL 46	B-40
LEVEL 47	B-41
LEVEL 48	B-42
LEVEL 49	B-43
LEVEL 50	B-44
LEVEL 51	B-45
LEVEL 52	B-46
LEVEL 53	B-47
LEVEL 54	B-48
LEVEL 55	B-49
LEVEL 56	B-50
LEVEL 57	B-51
LEVEL 58	B-52
LEVEL 59	B-53
LEVEL 60	B-54
LEVEL 61	B-55
LEVEL 62	B-56
LEVEL 63	B-57
LEVEL 64	B-58
LEVEL 65	B-59
LEVEL 66	B-60
LEVEL 67	B-61
LEVEL 68	B-62
LEVEL 69	B-63
LEVEL 70	B-64
LEVEL 71	B-65
LEVEL 72	B-66
LEVEL 73	B-67
LEVEL 74	B-68
LEVEL 75	B-69
LEVEL 76	B-70
LEVEL 77	B-71
LEVEL 78	B-72
LEVEL 79	B-73
LEVEL 80	B-74
LEVEL 81	B-75
LEVEL 82	B-76
LEVEL 83	B-77
LEVEL 84	B-78
LEVEL 85	B-79
LEVEL 86	B-80
LEVEL 87	B-81
LEVEL 88	B-82
LEVEL 89	B-83
LEVEL 90	B-84
LEVEL 91	B-85
LEVEL 92	B-86
LEVEL 93	B-87
LEVEL 94	B-88
LEVEL 95	B-89
LEVEL 96	B-90
LEVEL 97	B-91
LEVEL 98	B-92
LEVEL 99	B-93
LEVEL 100	B-94

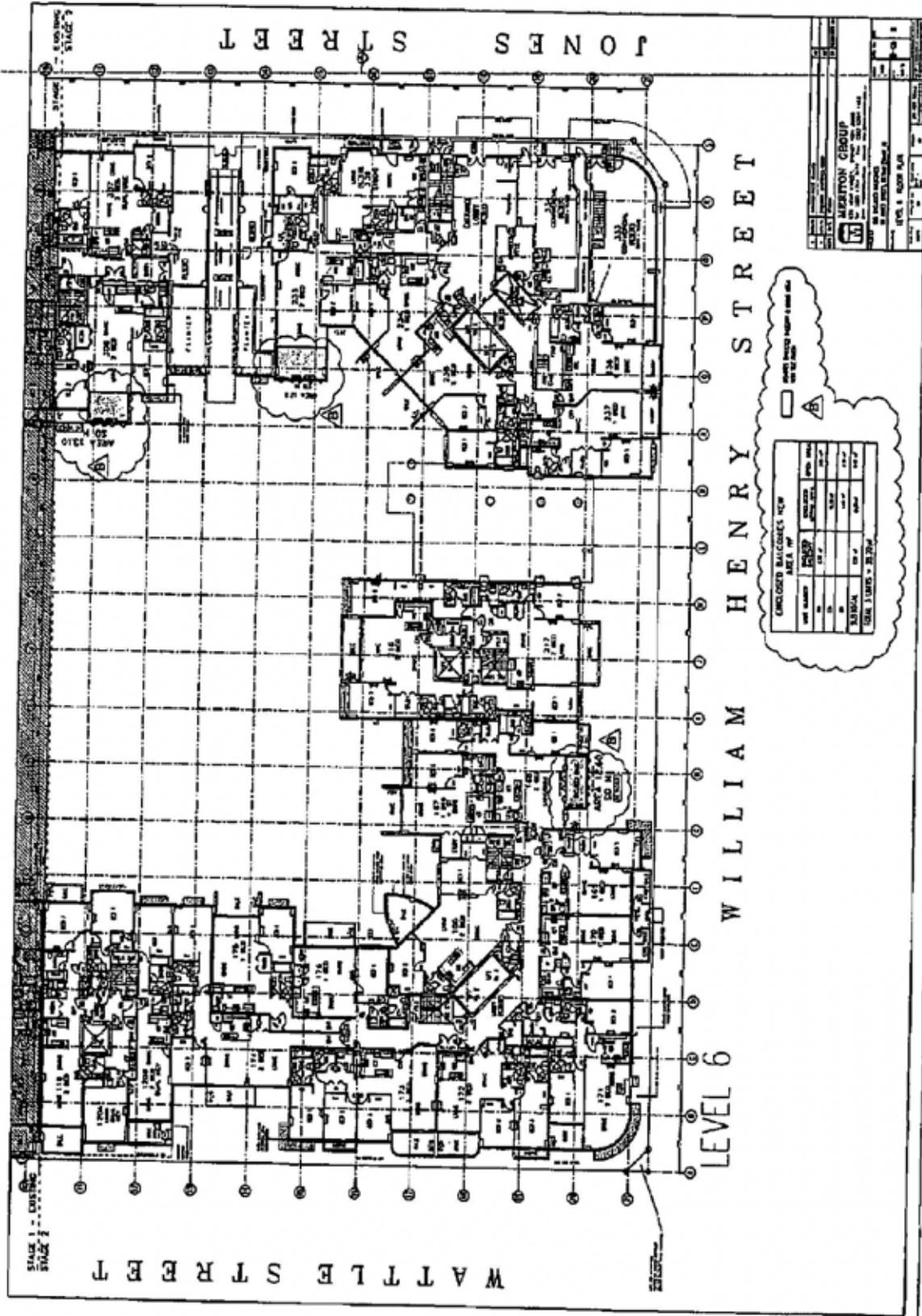
LEVEL	GROSS FLOOR AREA			TOTAL
	ENCLOSED BALCONY	ENCLOSED LIVING AREA	OPEN AREA	
LEVEL 3	150m ²		150m ²	150m ²
LEVEL 4	95m ²		95m ²	176m ²
LEVEL 5	95m ²	95m ²	44m ²	257m ²
LEVEL 6	95m ²	95m ²	44m ²	282m ²
LEVEL 7	241m ²	185m ²	215m ²	641m ²
LEVEL 8	241m ²	177m ²	215m ²	633m ²
LEVEL 9	180m ²	214m ²	95m ²	489m ²
LEVEL 10		51m ²	130m ²	215m ²
LEVEL 11		272m ²		272m ²
LEVEL 12		308m ²		308m ²
LEVEL 13		811m ²		811m ²
TOTAL	1747m ²	1015m ²	787m ²	4549m ²

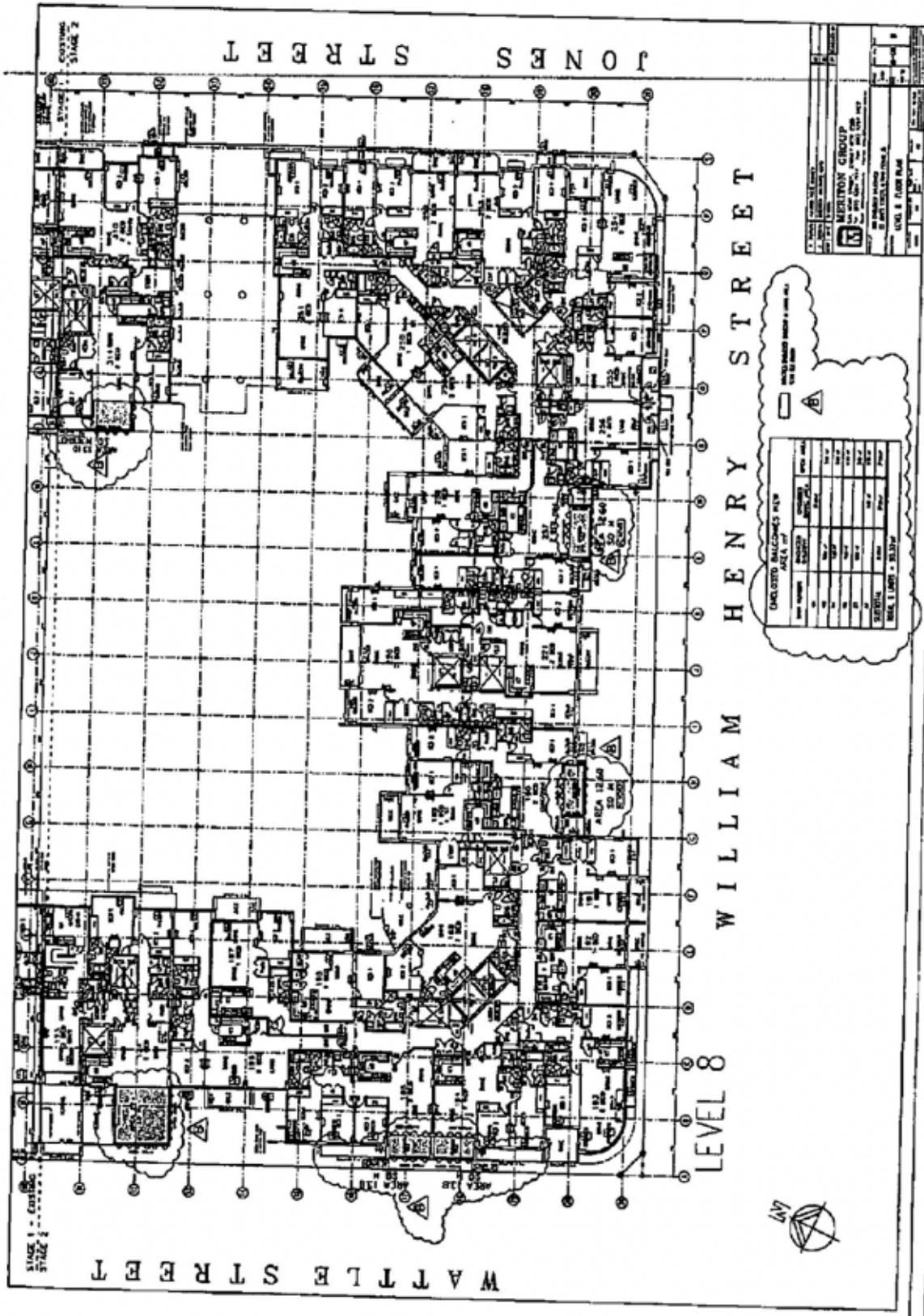
MERITON GROUP	
100 WILSON ROAD, SUITE 100, MELBOURNE VIC 3003	
TEL: 03 9594 1000 FAX: 03 9594 1001	
WWW.MERITON.COM.AU	
PROJECT: 55-67 JONES STREET, ULTIMO	
DRAWING: GROSS FLOOR AREA	
DATE: 06-DEC-2024	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
SCALE: 1:100	
SHEET: 23 OF 91	

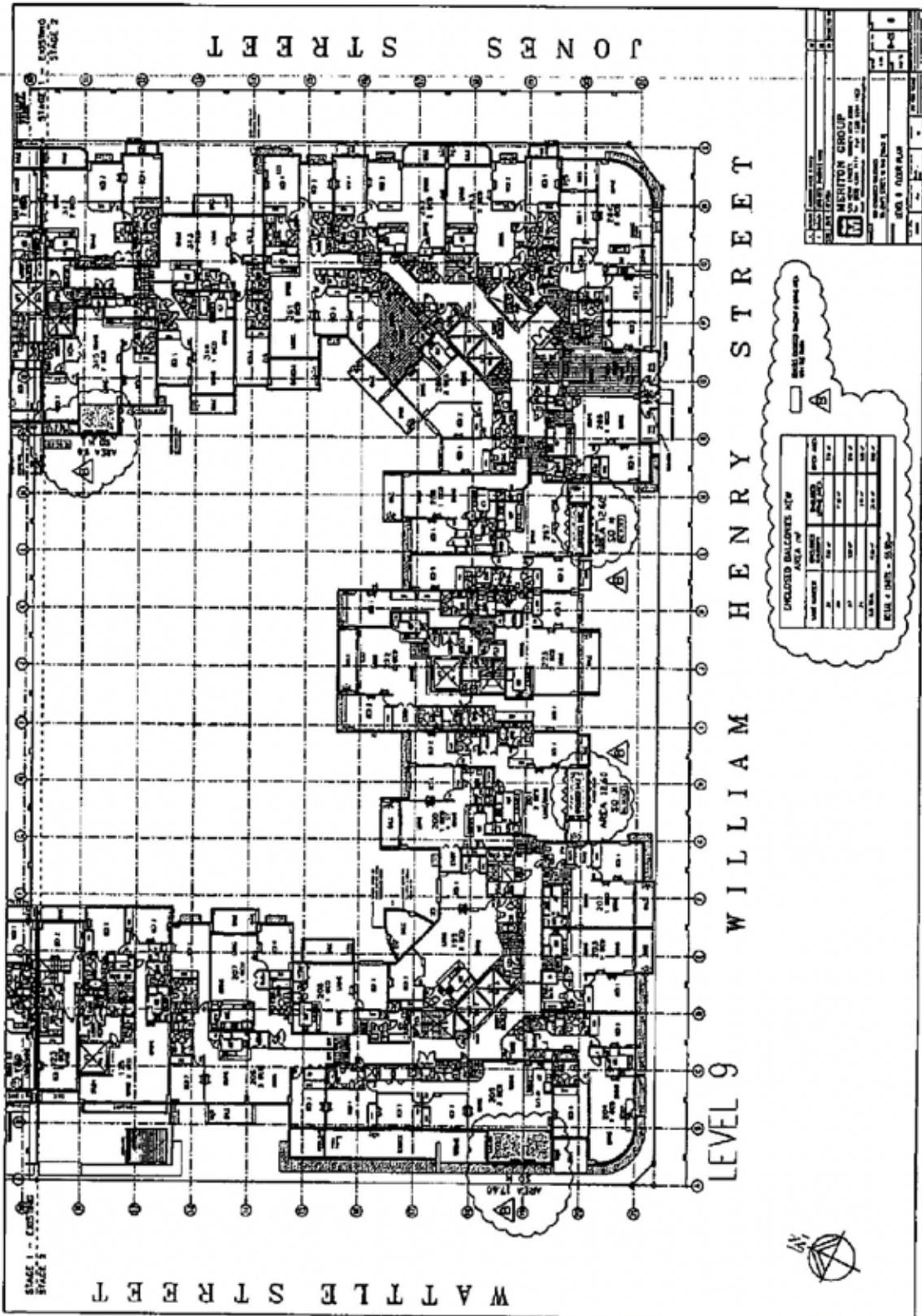


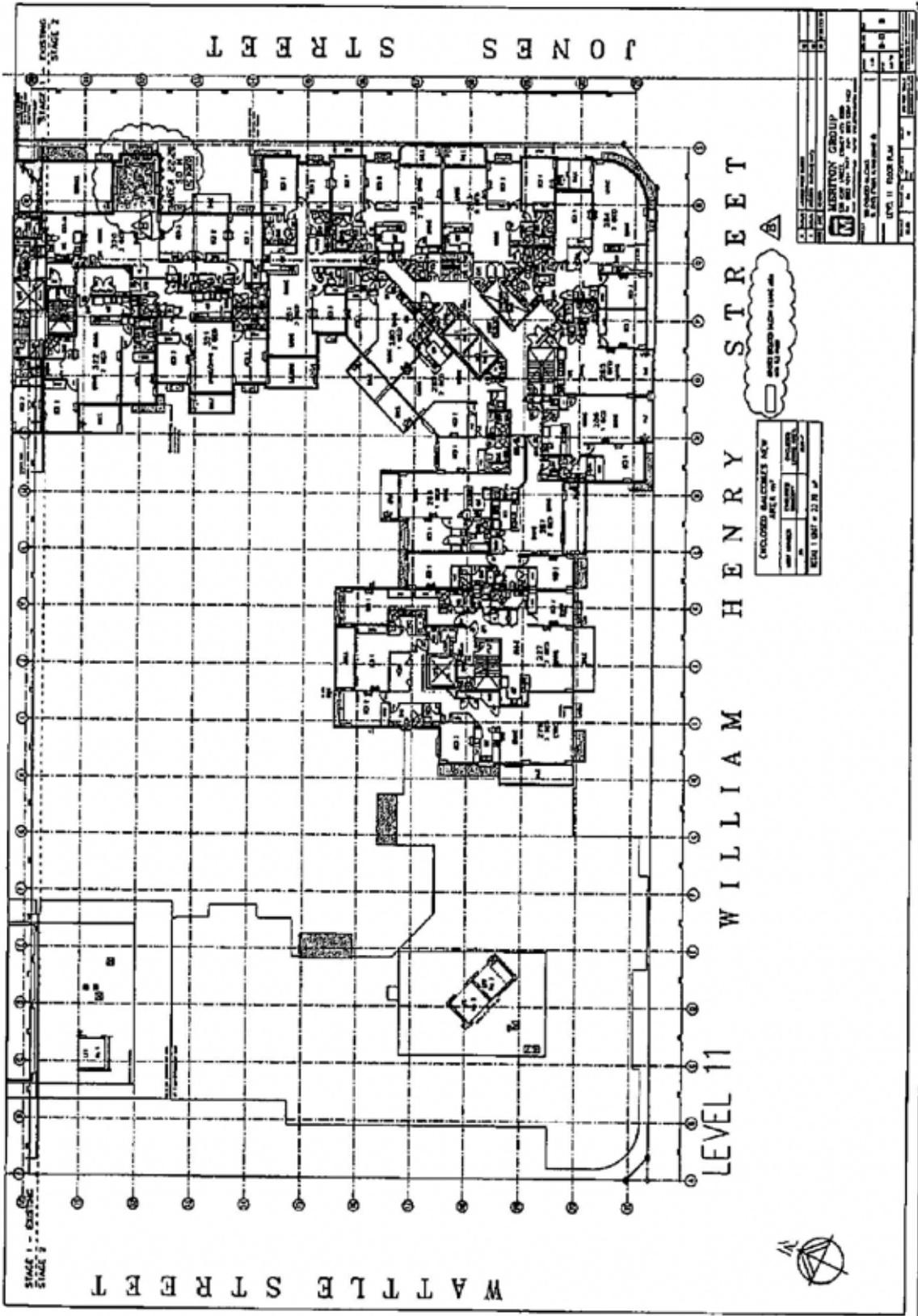


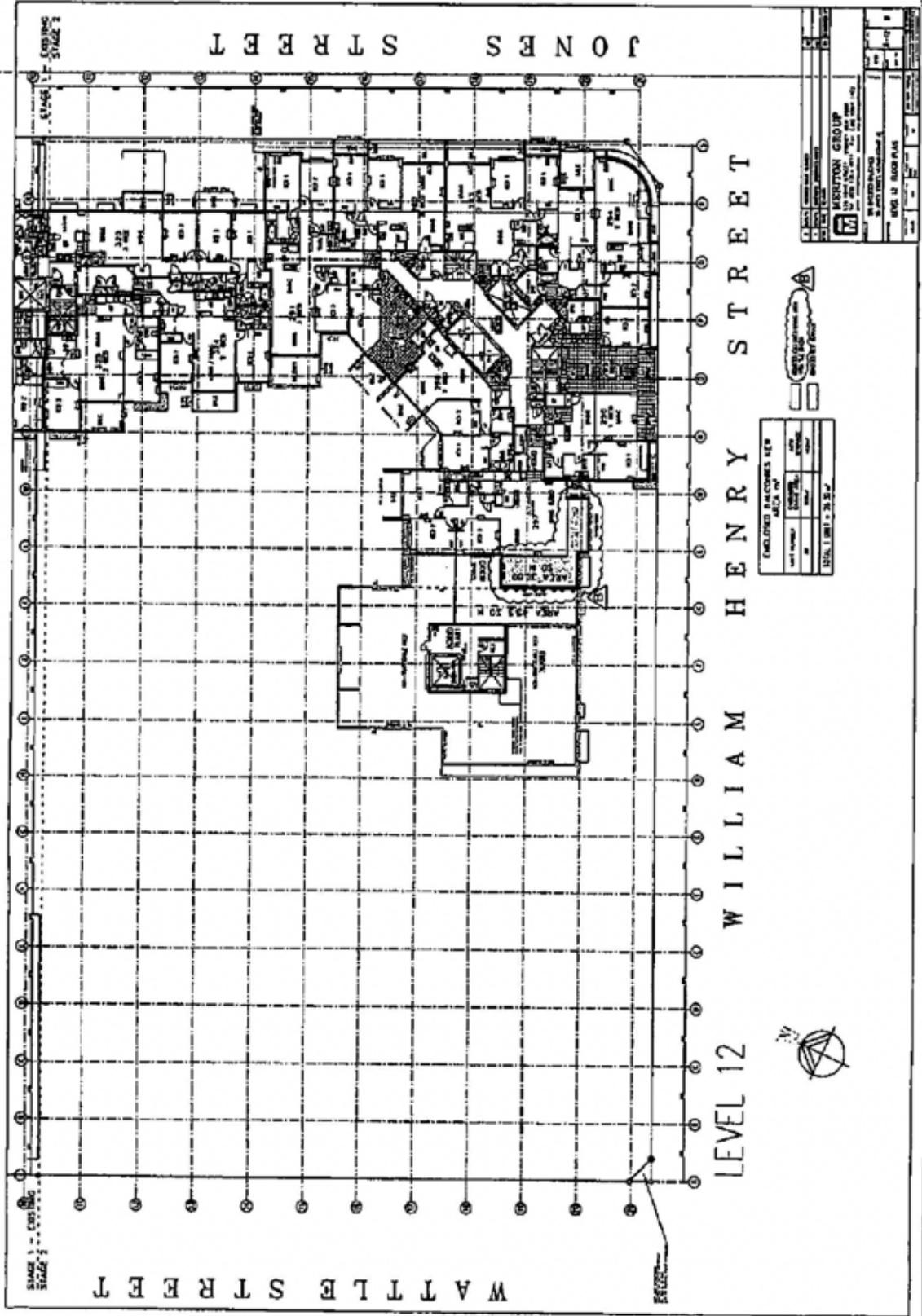


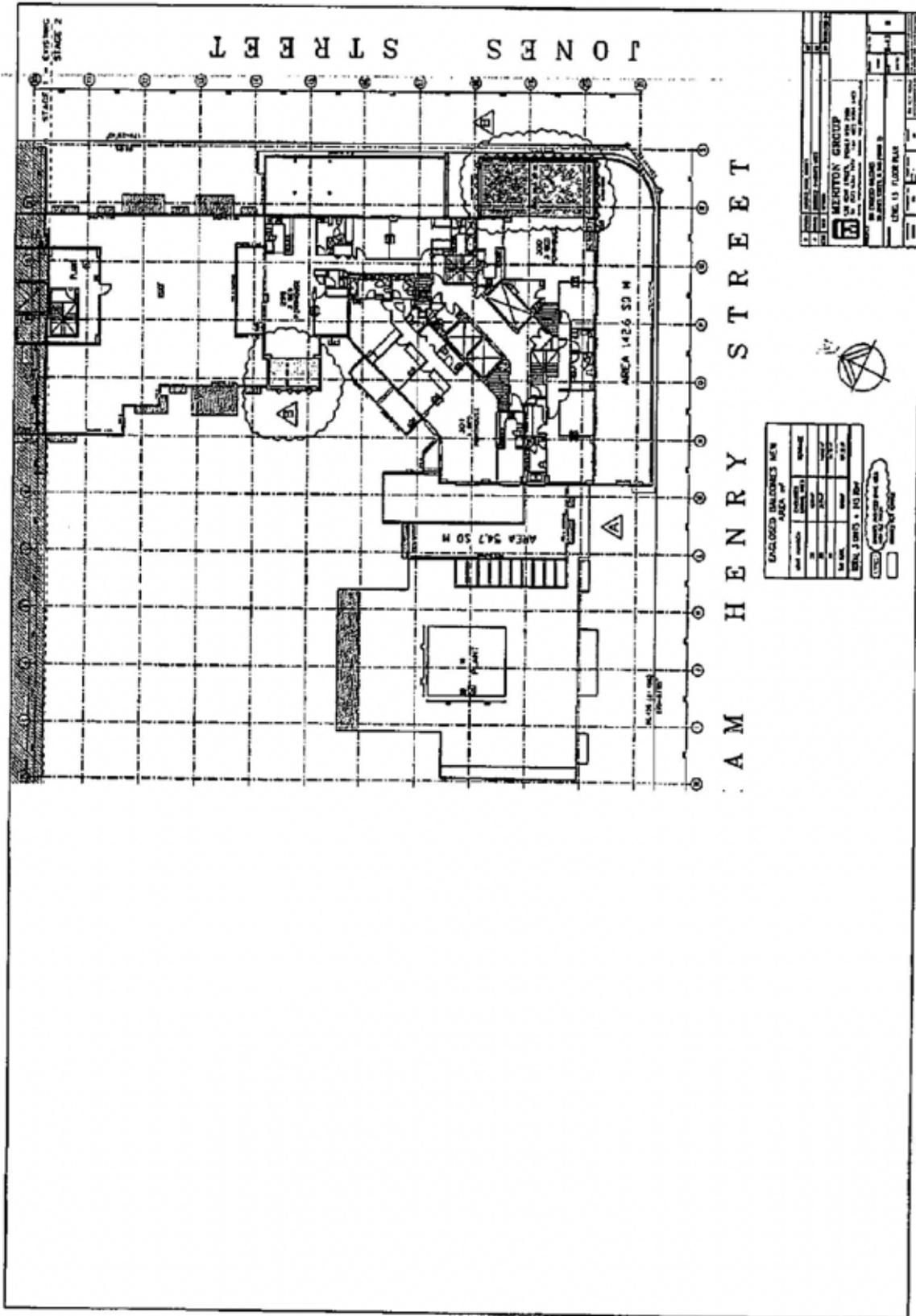


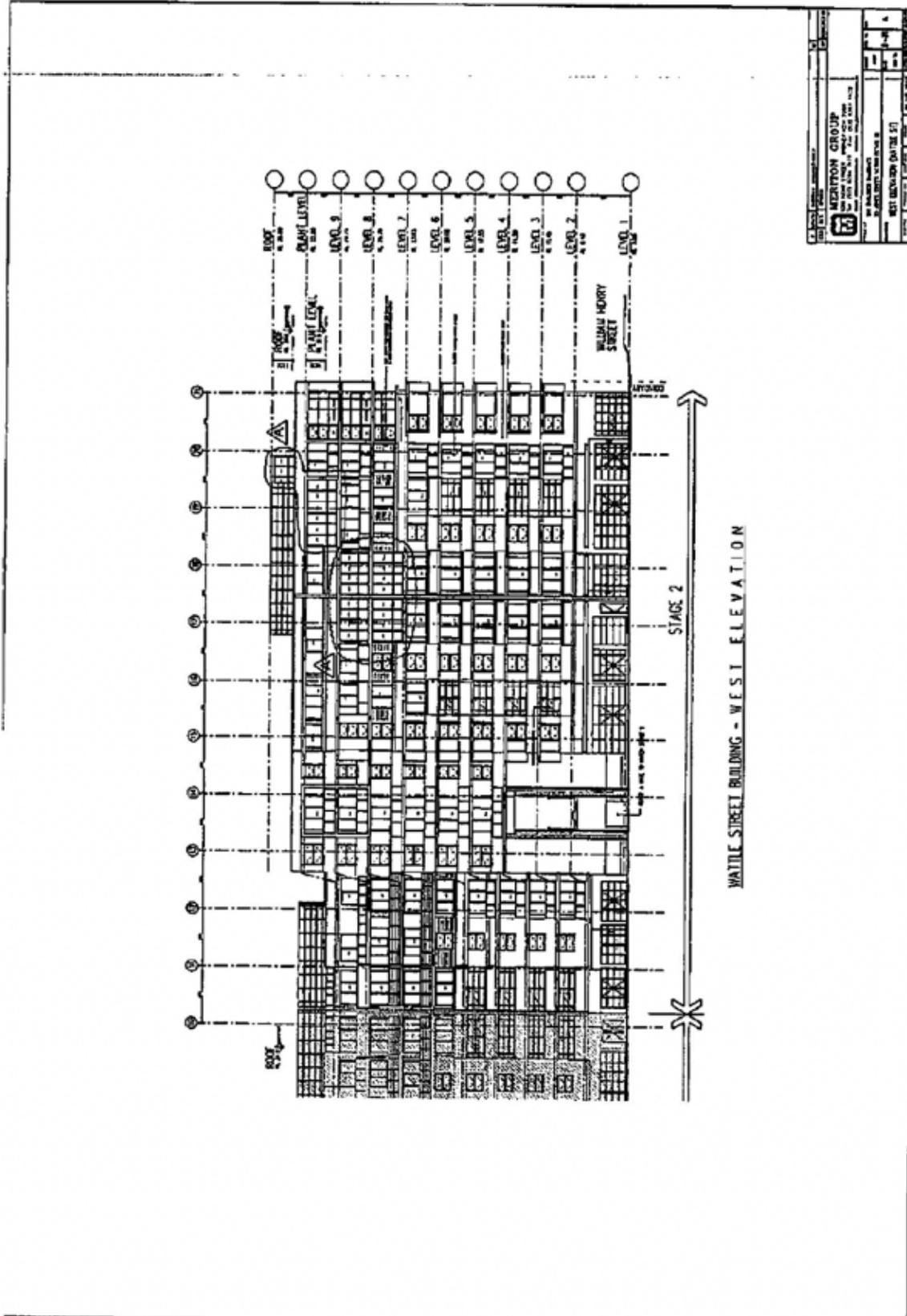




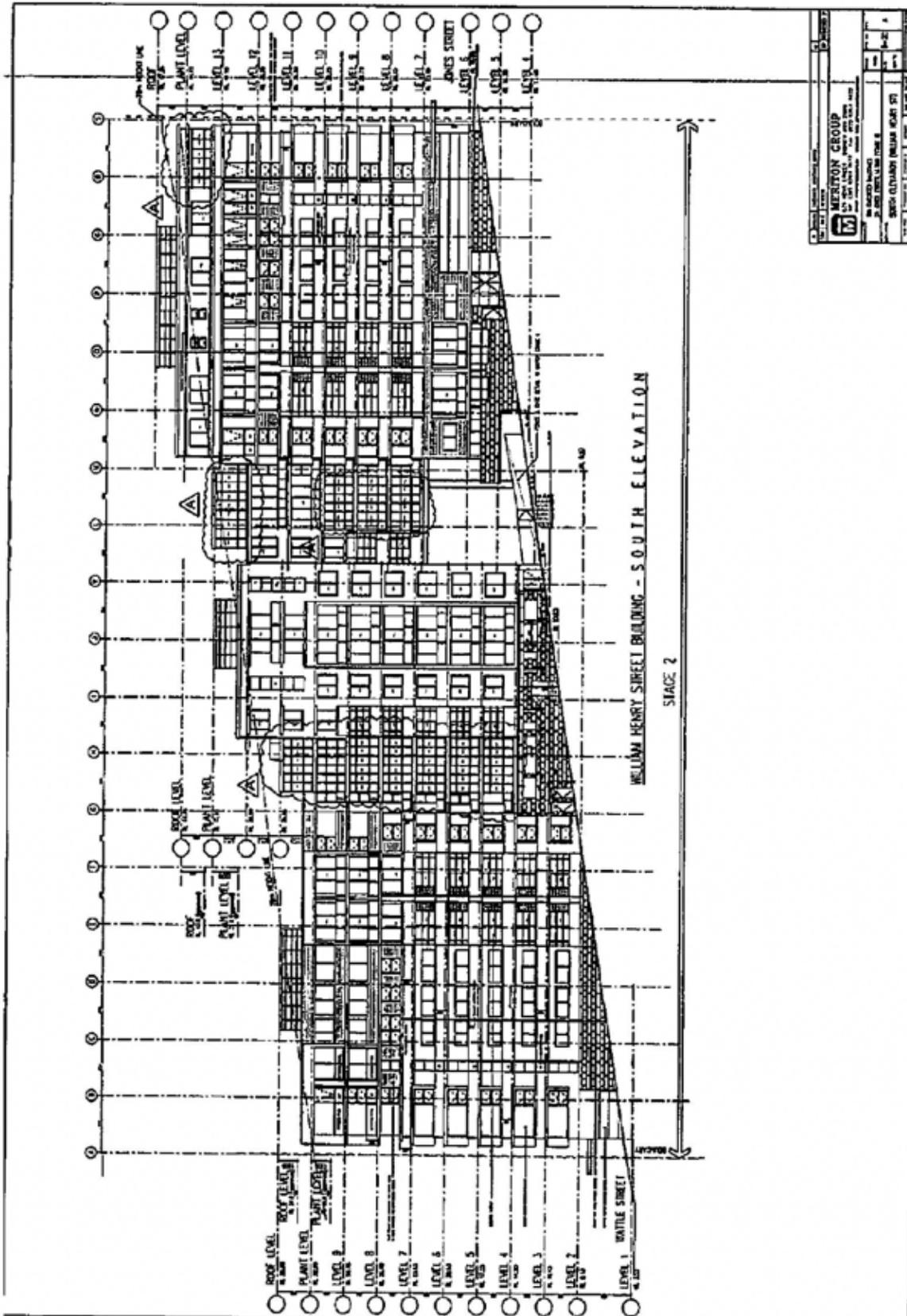








MERITON GROUP 100 WATLIE STREET, SYDNEY NSW 1570 TEL: (02) 9550 1000 WWW.MERITON.COM.AU	
PROJECT NO: 24/00000000000000000000 DRAWING NO: 24/00000000000000000000	DATE: 06/12/2024 SCALE: AS SHOWN
DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT MANAGER: [Name]



SPECIAL BY-LAW 5 – Occupancy (Overcrowding) all Lots

Part 1

Preamble

- 1.1 This by-law is made pursuant to section 47 of the Act for the purpose of the control, management, administration, use of enjoyment of lots in the strata scheme.
- 1.2 The by-law will assist owners to administer their affairs in providing guidance for the leasing of their lots.
- 1.3 The by-law will also assist the owners corporation to administer the strata scheme in accordance with the provisions of the Act.
- 1.4 A by-law has been characterised as either delegated legislation or a statutory contract.
- 1.5 Owners acknowledge and agree that the provisions of this by-law bind them and that will observe and perform all obligations and requirements of the by-law.
- 1.6 Owners acknowledge that the building and its construction have been based upon the certain provisions of the Building Code of Australia and Australian Standards.
- 1.7 More particularly, the provisions require reference to analytical data, evaluating load calculations and fire evacuation times.
- 1.8 These calculations are based upon an expected number of persons using a bedroom in a lot.
- 1.9 The number of persons using a bedroom directly relates to the essential safety of the building and all occupiers therein.
- 1.10 The owners corporation, in the interests of the safety of owners and occupiers, wishes to regulate the number of persons residing in a lot in the manner set out in this by-law.

Part 2

Grant of Power

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

This by-law to prevail

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

Part 3

Definitions and Interpretation

- 3.1 In this by-law, unless the context otherwise requires:
 - (a) **Act** means the *Strata Schemes Management Act 1996*.

- (b) **BCA** means the Building Code of Australia.
- (c) **Council** means the City of Sydney.
- (d) **LEP** means Sydney Local Environmental Plan 2012.
- (e) **Lot** means each and every lot in the Strata Scheme.
- (f) **Occupancy Fee** means the fees and charges in the amount as determined from time to time incurred by the owners corporation for the administrative and other costs and expenses for and in connection with the provision of a notice and the access in carrying out an inspection in accordance with Part 4 hereof.
- (g) **Owner** means the owner or occupier of a Lot.
- (h) **Strata Scheme** means the strata scheme created on the registration of Strata Plan 64807 and being located at 55 Jones St, Ultimo NSW 2007.

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

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

Part 4 Conditions

4.1 An Owner acknowledges and agrees that:

- 4.1.1 The Strata Scheme is subject to quantitate values for building load and fire evacuation times provided by the BCA;
- 4.1.2 No more than the maximum number of two (2) persons pre bedroom shall occupy the Lot;
- 4.1.3 Notwithstanding the provisions of section 119 of the Act, and in addition to the requirements of that section it will give to the owners corporation an notice specifying the names of any occupiers, the period of their occupancy, and the date of anticipated termination of the occupancy for each occupier;
- 4.1.4 Upon reasonable notice, provide access to the owners corporation, by its agents, employees or contractor to the Lot for the purpose of carrying to an inspection to ascertain whether the terms of this by-law are being complied with. The owners corporation shall provide at least 24 hours written notice of its intention to carry out such an inspection. The notice shall specify the date and time access is required;
- 4.1.5 The owners corporation, if it is satisfied that clause 4.1.2 has been contravened, may serve a notice on the Owner requiring the Owner to pay to the owners corporation the Occupancy Fee; and

- 4.1.6 The Owner must comply with the notice served pursuant to clause 4.1.5.
- 4.2 An Owner must ensure that the respective Lot is not used for any purpose that:
- (a) is prohibited by law;
 - (b) is not in accordance with the conditions of the development consent; or
 - (c) is not in accordance with the provisions of the BCA;
 - (d) contravenes the essential safety of the building including, but not limited to, fire evacuation requirements.
- 4.3 An Owner must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or the provisions of the BCA.
- 4.4 In addition to the obligation pursuant to clause 4.1.3 hereof, an Owner must provide details of all occupiers residing in the respective Lot at any given time.
- 4.5 An Owner must provide written confirmation to the owners corporation that the occupier has vacated the Lot within 7 days after the occupier has left the lot.
- 4.6 The owners corporation may apply the Occupation Fee to the cost of issuing a notice and carrying out an inspection pursuant to this Part 4.

Part 5

Recovery of Debts

- 5.1 If an Owner defaults in any way with the terms and provisions of this by-law, or any condition, notice, requirement or direction of the owners corporation, the owners corporation shall have the power to:
- (a) demand that the defaulting Owner or occupier do certain acts or things to remedy its default;
 - (b) demand payment of money due under this by-law, including but not limited to the Occupancy Fee, from a defaulting Owner and recover this amount from the defaulting Owner as a debt; and
 - (c) include reference to the Occupation Fee and any debt on any certificate given under section 109(8) of the Act.

SPECIAL BY-LAW 6 – Smoking

- (1) An owner or occupier of a lot must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that any invitee of the owner or occupier does not smoke tobacco or any other substance on the common property.

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

SPECIAL BY-LAW 7 – Minor Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

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

- (a) **“Act”** means the *Strata Schemes Management Act 2015*,
- (b) **“apartment”** means a lot in the strata scheme,
- (c) **“building”** means the building in the strata scheme in which your apartment is located,
- (d) **“common area”** means the common property in the strata scheme,
- (e) **“minor renovations”** means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - (iv) changing recessed light fittings,
 - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (vi) installing or replacing wood or other hard floors,
 - (vii) installing or replacing wiring or cabling or power or access points,
 - (viii) installing or replacing pipes and ducts,
 - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
 - (x) installing a rainwater tank,
 - (xi) installing a clothesline,
 - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,

- (xiii) installing double or triple glazed windows or installing window tinting on a door or window that does not change the external appearance of an apartment,
- (xiv) installing a heat pump or hot water service,
- (xv) installing ceiling insulation,
- (xvi) installing an aerial or antenna,
- (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
- (xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

- (f) **“non-minor renovations”** means:
 - (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
 - (iv) work involving waterproofing,
 - (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
 - (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- (g) **“strata scheme”** means the strata scheme to which this by-law applies, and
- (h) **“you”** means an owner of an apartment and includes your successors in title.

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

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 The Approval Process

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the minor renovations,
- (d) drawings, plans and specifications for the minor renovations including details of any window tinting that will be used during the minor renovations,
- (e) an estimate of the duration and times of the minor renovations,
- (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

- (a) approve your application either with or without conditions, or

- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

(b) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy (if required by law), and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),

(c) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

(d) Acoustic Consultant's Report

if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(e) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 During the Minor renovations

During the minor renovations you must:

(a) Standard of Workmanship

ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Minor Renovations

make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Minor Renovations

make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Minor Renovations

ensure that the minor renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Minor Renovations

ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Noise During Minor Renovations

ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(h) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(i) Debris

ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(j) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(k) Protection of Building

protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(l) Daily Cleaning

clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,

(m) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(n) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,

(o) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(p) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

(q) Variation to Minor Renovations

not vary the minor renovations without obtaining the written approval of the owners corporation or executive committee,

(r) Costs of Minor renovations

pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the minor renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,

(c) Restore the Common Areas

restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,

(d) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation

certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(e) Acoustic Consultant's Report

if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Window Tinting

ensure than any window tinting installed during the minor renovations is NS28 Grey window tinting material, or an equivalent type of window tinting material, has an appearance, when viewed from outside the apartment in which it has been installed, that is in keeping with the appearance of any window tinting that has been applied in other apartments, and has performance and specifications that are equal to or superior than the performance and specifications of the NS28 Grey window tinting material, details of which are appended to this by-law,

(f) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(g) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(h) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- (b) cleaning any part of the common area as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

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

7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

10. Window Tinting Approval

Despite any other provision of this by-law, you may install window tinting to the windows and doors on the boundary of your apartment that does not change the external appearance of your apartment, provided that:

- (a) before installing the window tinting you give the owners corporation at least 14 days' written notice and your notice includes:
 - (i) your name, address and telephone number,
 - (ii) your apartment and lot number,
 - (iii) details of the window tinting material you intend to install,
 - (iv) details of the locations of the windows or doors on which you intend to install the window tinting,
- (b) the window tinting is NS28 Grey window tinting material, or an equivalent type of window tinting material,
- (c) the window tinting has an appearance, when viewed from outside the apartment in which it has been installed, that is in keeping with the appearance of any window tinting that has been applied in other apartments,

- (d) the window tinting has performance and specifications that are equal to or superior than the performance and specifications of the NS28 Grey window tinting material, details of which are appended to this by-law,
- (e) you comply with the conditions of this by-law contained in clauses 4.1-4.4 (inclusive) as if references in those clauses to “minor renovations” were references to “window tinting”,
- (f) clauses 5 and 6 will apply to the window tinting and the installation of it.

Window Tinting Details

NS28 GREY.

SOLAR CONTROL SERIES

PERFORMANCE DATA:

» Total Solar Energy Rejected (Heat)	56%
» Visible Light Transmitted	27%
» Visible Light Reflected (External)	13%
» Ultra Violet Rejected	>98%
» Shading Coefficient	0.50
» SHGC	0.44
» U-Value - (W/m ² K)	5.80
» Glare Reduction	69%
» Solar Energy Reflected	11%
» Solar Energy Absorbed	60%
» Estimated Fade Reduction*	71%

BENEFITS:

- » W.E.R.S rating 2.5 stars (cooling).
- » Excellent for use on windows with a view.
- » Gives attractive low sheen grey appearance externally and internally.
- » Very low internal reflection day or night.
- » Stops 56% of heat.
- » Reduces energy costs all year round.
- » Gives good daytime privacy.
- » Excellent glare reduction.
- » Strengthens glass for added safety.
- » Over 98% of harmful UV rejected.
- » Good fade reduction.
- » World's toughest scratch resistant surface.
- » Clear distortion free adhesive.
- » Lifetime warranty residential - not transferable.
- » 12 year warranty commercial - not transferable.

Applied to 6mm clear glass

* This data is a guide enabling an estimate only of fade reduction. As there are variables that cause fading, it would be impossible to give an exact figure. The data therefore does not constitute warranty.



SPECIAL BY-LAW 8 – Major Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

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

- (a) “**Act**” means the *Strata Schemes Management Act 2015*,
- (b) “**apartment**” means a lot in the strata scheme,
- (c) “**annexure**” means the annexure to this by-law,
- (d) “**building**” means the building in the strata scheme in which your apartment is located,
- (e) “**common area**” means the common property in the strata scheme,
- (f) “**cosmetic work**” means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) “**major renovations**” means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment or the installation of window tinting on a door or window,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,but cannot include cosmetic work or minor renovations,
- (h) “**minor renovations**” means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- (i) “**strata scheme**” means the strata scheme to which this by-law applies, and
- (j) “**you**” means an owner of an apartment and includes your successors in title.

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

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the major renovations,
- (d) drawings, plans and specifications for the major renovations including details of any window tinting that will be used during the major renovations,
- (e) an estimate of the duration and times of the major renovations,
- (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,

- (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.
- 3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.
- 3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.2.6 The owners corporation may engage a consultant to assist it review your application.
- 3.2.7 The owners corporation may:
- (a) approve your application either with or without conditions, or
 - (b) withhold approval of your application (but it must not act unreasonably when doing so).
- 3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- 3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

(b) Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

- (i) licence,

- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

- 4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major Renovations

During the major renovations you must:

(a) Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

ensure that the major renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Major Renovations

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

(s) Variation to Major renovations

not vary the major renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of Major renovations

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the major renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Window Tinting

ensure than any window tinting installed during the major renovations is NS28 Grey window tinting material, or an equivalent type of window tinting material, has an appearance, when viewed from outside the apartment in which it has been installed, that is in keeping with the appearance of any window tinting that has been applied in other apartments, and has performance and specifications that are equal to or superior than the performance and specifications of the NS28 Grey window tinting material, details of which are appended to this by-law,

(f) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(g) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(h) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or
- (b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

- 6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
- (a) rectify the breach,
 - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

- 7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.
- 7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by and dated attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being

“**Major Renovations By-Law**” means Special By-Law No. 8 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Window Tinting Details

NS28 GREY.

SOLAR CONTROL SERIES

PERFORMANCE DATA:

» Total Solar Energy Rejected (Heat)	56%
» Visible Light Transmitted	27%
» Visible Light Reflected (External)	13%
» Ultra Violet Rejected	>98%
» Shading Coefficient	0.50
» SHGC	0.44
» U-Value – (W/m ² K)	5.80
» Glare Reduction	69%
» Solar Energy Reflected	11%
» Solar Energy Absorbed	60%
» Estimated Fade Reduction*	71%

BENEFITS:

- » W.E.R.S rating 2.5 stars (cooling).
- » Excellent for use on windows with a view.
- » Gives attractive low sheen grey appearance externally and internally.
- » Very low internal reflection day or night.
- » Stops 56% of heat.
- » Reduces energy costs all year round.
- » Gives good daytime privacy.
- » Excellent glare reduction.
- » Strengthens glass for added safety.
- » Over 98% of harmful UV rejected.
- » Good fade reduction.
- » World's toughest scratch resistant surface.
- » Clear distortion free adhesive.
- » Lifetime warranty residential - not transferable.
- » 12 year warranty commercial - not transferable.

Applied to 6mm clear glass

* This data is a guide enabling an estimate only of fade reduction. As there are variables that cause fading, it would be impossible to give an exact figure. The data therefore does not constitute warranty.



SPECIAL BY-LAW 9 - Window Tinting (All Lots)

1. Introduction

This by-law gives the Owner the right to install Window Tinting on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means any Lot in the Strata Scheme;

“**Owner**” means the owner for the time being of any Lot (being the current owner and all successors);

“**Major Renovations By-Law**” means Special By-Law No. 8 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies;

“**Window Tinting**” means the alterations and additions to the Lot and common property involved in installing window tinting to any doors and windows on the boundary of a Lot that changes the external appearance of the Lot;

“**Window Tinting Specifications**” means the specifications for NS28 Grey window tinting appended to the Major Renovations By-Law;

3. Authorisation for Window Tinting

The Owners Corporation grants each Owner:

- (a) the authority to install Window Tinting in connection with their Lot;
- (b) the special privilege to, at each Owner’s cost, install Window Tinting on the common property in connection with their Lot; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Window Tinting;

on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to all Window Tinting.

4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to Window Tinting.

4.3 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Window Tinting and the common property occupied by the Window Tinting and, where necessary, renew or replace any fixtures or fittings comprised in that Window Tinting and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Window Tinting.

4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of Window Tinting for the purposes of the Major Renovations By-Law.

5. Special Conditions

5.1 The conditions in this clause 5 prevail over any other conditions in this by-law, or any conditions in the Major Renovations By-Law, to the extent that they are inconsistent.

5.2 Before installing Window Tinting, an Owner must give the owners corporation at least 14 days' written notice and that notice must include:

- (i) the Owner's name, address and telephone number,
- (ii) the Owner's apartment and lot number,
- (iii) details of the window tinting material the Owner intends to install,
- (iv) details of the locations of the windows or doors on which the Owner intends to install the window tinting,

5.3 The Window Tinting must be NS28 Grey window tinting material (details of which are included in the Window Tinting Specifications) or an equivalent type of window tinting material.

5.4 The Window Tinting must have an appearance, when viewed from outside the Lot in which it has been installed, that is in keeping with the appearance of any window tinting that has been applied in other Lots.

5.5 The Window Tinting must have performance and specifications that are equal to or superior than the performance and specifications of the NS28 Grey window tinting material (details of which are included in the Window Tinting Specifications).

5.6 An Owner must comply with the conditions contained in clauses 4.1-4.4 (inclusive) of the Master Renovations By-Law as if references in those clauses to "minor renovations" were references to "Window Tinting".

5.7 Clauses 5 and 6 of the Master Renovations By-Law will apply to the Window Tinting and the installation of it.

5.8 To avoid doubt, nothing in this by-law makes an Owner responsible for the maintenance, repair, renewal or replacement of any glazing in a door or window situated on common property.

SPECIAL BY-LAW 10 – Major Renovations and Building Works (Lot 73)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot 73 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by JSR Builders Pty Ltd and dated 8 September 2020 attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being Annexure A to the agenda;

“**Major Renovations By-Law**” means Special By-Law No. 8 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

ANNEXURE A



PO Box 65
 Burwood, NSW, 1805
 Licence No. 248151C
 ABN: 73 155 355 285
 Ph/Fax: (02) 9590 3655
 Email: richard@jsrbuilders.com.au

Renovations
 Residential - Commercial
 Building Projects

www.jsrbuilders.com.au

Richard 0403 200 678

QUOTATION

Direct to: Ben & Pierrina
Job Address: 73/288-306 Wattle St. Ultimo
Contact No:
Email:

Date: 10/09/2020

Quote No: 4719

Description	
<p><u>SCOPE OF CONTRACT</u></p> <p><u>Standards</u> All works are to be in accordance with current BCA, National Construction Code, Australian Standards & applicable Council Regulations</p> <p><u>Permits & Approvals</u> The owner is to obtain any council / strata approvals if required JSR Builders will provide assistance with Strata submission & any body corporate queries Notice in common area will be displayed to advise of upcoming works to residents prior to commencement Comply with all strata approvals and/or bi-laws in relation to the proposed works</p> <p><u>Programming, Preparation & General Cleaning</u> Take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use & enjoyment by other occupiers of the building, such as scheduling noisy activities in the middle of the day All rubbish, materials & debris shall be safely removed from the building & no material or debris shall be deposited in the common property garbage chute, bins or skips or on common property areas Cover & secure all working surrounds & install floor protection to common areas Ensure that the common property is kept clean of any waste created by the works daily & in accordance with the owner / owners corporation's directions</p> <p><u>Licence & Insurance</u> JSR Builders Pty Ltd is fully licenced & qualified to carry out the works described in this quotation JSR Builders Pty Ltd holds certificates of currency for Workers Compensation, Contract Works & Legal Liability Compulsory Home Building Compensation Insurance is included for work over \$20,000 & if applicable, will be issued after acceptance of quotation.</p>	

PRELIMINARIES & COMPANY OVERHEADS

Provision is included for the following:

- * Administration fees
- * Preparation of floor plans & schedule of finishes
- * Insurances
- * HBCF insurance fee
- * Sundries & Contingency fees
- * Project Management
- * Protection & maintenance of common areas throughout renovation

KITCHEN RENOVATION

Demolition

All demolition works are to be in compliance with Australian Standards AS2601
Disconnect & remove kitchen appliances, sink & tapware
Remove all kitchen cupboards, overhead cupboards & benchtops
Remove splashback tiles
Dispose of all rubbish created from demolition

Plumbing & Drainage

Disconnect & reconnect all plumbing in compliance with Australian Standards AS3500.1-5
Install kitchen sink & mixer tap
Install gas cooktop
Install dishwasher

Electrical

Disconnect & reconnect all electricals in compliance with Australian Standards AS/NZS 3000
Chase in walls & relocate electricals to suit new layout proposal
Install wall oven
Install slide out rangehood
Install new double power point GPOs & switching plate throughout kitchen

Tiling

All tiling work to be carried out in compliance with Australian Standards AS3958.1-2007
Tile kitchen splashback walls
Provide trims, grouts & grouts as required to suit selected tiles
No allowance for laying of natural stone tiles, mosaics, herringbone pattern tiles, miter joints etc
No allowance for unglazed tiles that require sealing (additional cost if this is required)

Rendering

Render splashback walls where necessary

Joinery

Supply & install new custom made kitchen cupboards in polyurethane finish as per new layout proposal

Details Include:

- * White 16mm HMR melamine carcass with like backing & 0.4mm PVC edging
- * Allowance of 2 x drawer sets & cutlery tray
- * Kickboards with brushed aluminium face
- * Standard height overhead cupboards (up to 2250mm overall height)
- * Flat panel polyurethane doors, finger pull throughout (no handles)
- * Blumotion Inserta Soft closing hinges & Blumotion Antero Soft closing drawer runners

Benchtop - Stone

Supply & install new Smartstone benchtops as per new layout proposal

Details Include:

- * Included allowance for 1 jumbo slab of stone
- * 20mm thick from standard colour range
- * Pencil edge profile
- * Cut out provision for a drop in sink & cooktop

Fixtures & Fittings

Wall tiles - **Not included, supplied separately**

Kitchen sink - **Not included, supplied separately**

Sink mixer tap - **Not included, supplied separately**

Oven, cooktop, rangehood & dishwasher - **Not included, supplied separately**

LAUNDRY RENOVATION

Demolition

All demolition works are to be in compliance with Australian Standards AS2601

Remove laundry tub, splashback tiles, tapware & floor tiles throughout

Dispose of all rubbish created from demolition

Plumbing & Drainage

Disconnect & reconnect all plumbing in compliance with Australian Standards AS3500.1-5

Chase in walls & provide hot & cold taps with T junction under sink to service mixer tap & washing machine

Install laundry tub & cabinet

Install washing machine tapware

Electrical

Disconnect & reconnect all electricals in compliance with Australian Standards AS/NZS 3000

Install 1 x double power point GPO & 1 x switching plate

Rendering

Render splashback walls where necessary & allow to dry

Waterproofing

Waterproof laundry in compliance with Australian Standards AS3740

Apply 1 x coat primer, 2 x coats waterproofing membrane to entire floor area

Provide waterproofing certificate on completion

Tiling

All tiling work to be carried out in compliance with Australian Standards AS3958.1-2007

Provide screed with proper grade to waste outlet & tile laundry floor & skirting throughout

Tile laundry splashback walls

Provide trims, glues & grouts as required to suit selected tiles

Install 1 x new floor waste

No allowance for laying of natural stone tiles, mosaics, herringbone pattern tiles, miter joints etc

No allowance for unglazed tiles that require sealing (additional cost if this is required)

Fixtures & Fittings

Wall tiles - **Not included, supplied separately**

Floor tiles - **Not included, supplied separately**

Laundry tub & cabinet - **Not included, supplied separately**

Sink mixer tap - **Not included, supplied separately**

Washing machine tapware - **Not included, supplied separately**

MAIN BATHROOM RENOVATION

Demolition

All demolition works are to be in compliance with Australian Standards AS2601

Remove all fixtures & fittings from bathroom

Disconnect & remove bathtub

Remove all wall & floor tiles

Remove ceiling cornices

Dispose of all rubbish created from demolition

Carpentry

Carry out all carpentry in accordance with best trade practice using competent tradesmen & with all necessary jointing, screwing, bolting & gluing as necessary for completion of works

Remove bathroom door & reinstall on completion of works

Install bathroom accessories as required

Silicone seal around vanity top & tile joints where necessary

Plumbing & Drainage

Disconnect & reconnect all plumbing in compliance with Australian Standards AS3500.1-5

Chase in walls & renew wall pipes to allow for wall mixer tapware

Install bathtub & bath spout

Install 2 x wall mixer taps for shower & bath

Install shower on rail

Install vanity & mixer tap

Install toilet suite

Electrical

Disconnect & reconnect all electricals in compliance with Australian Standards AS/NZS 3000

Install 1 x double power point GPO & 1 x switching plate

Ceiling / Wall Linings

Supply & install new ceiling cornices

Set & sand to make ready for painting

Rendering

Render bathroom walls with wood float finish ensuring correct levels & preparation ready for tile adhesive

Waterproofing

Waterproof bathroom in compliance with Australian Standards AS3740

Apply 1 x coat primer, 2 x coats waterproofing membrane to shower walls & entire floor area

Provide waterproofing certificate upon completion

Tiling

All tiling work to be carried out in compliance with Australian Standards AS3958.1-2007

Provide screed with proper grade to waste outlets & tile bathroom floor throughout

Tile bathroom walls to ceiling height throughout

Provide trims, glues & grouts as required to suit selected tiles

Install 2 x new floor wastes

No allowance for laying of natural stone tiles, mosaics, herringbone pattern tiles, miter joints etc

No allowance for unglazed tiles that require sealing (additional cost if this is required)

Glazier

Supply & install frameless shower screen in 10mm clear toughened safety glass in compliance with Australian Standards AS1288

Fixtures & Fittings

Wall tiles - **Not included, supplied separately**

Floor tiles - **Not included, supplied separately**

Bathtub - **Not included, supplied separately**

Toilet suite - **Not included, supplied separately**

Vanity - **Not included, supplied separately**

Mirror - **Not included, supplied separately**

All tapware & accessories - **Not included, supplied separately**

ENSUITE RENOVATION

Demolition

All demolition works are to be in compliance with Australian Standards AS2601

Remove all fixtures & fittings from bathroom

Remove all wall & floor tiles

Remove ceiling cornices

Dispose of all rubbish created from demolition

Carpentry

Carry out all carpentry in accordance with best trade practice using competent tradesmen & with all necessary jointing, screwing, bolting & gluing as necessary for completion of works

Remove bathroom door & reinstall on completion of works

Install bathroom accessories as required

Silicone seal around vanity top & tile joints where necessary

Plumbing & Drainage

Disconnect & reconnect all plumbing in compliance with Australian Standards AS3500.1-5

Chase in walls & renew wall pipes to allow for wall mixer tapware

Install 1 x wall mixer tap

Install shower on rail

Install vanity & mixer tap

Install toilet suite

Electrical

Disconnect & reconnect all electricals in compliance with Australian Standards AS/NZS 3000

Install 1 x double power point GPO & 1 x switching plate

Ceiling / Wall Linings

Supply & install new ceiling cornices

Set & sand to make ready for painting

Rendering

Render bathroom walls with wood float finish ensuring correct levels & preparation ready for tile adhesive

Waterproofing

Waterproof bathroom in compliance with Australian Standards AS3740

Apply 1 x coat primer, 2 x coats waterproofing membrane to shower walls & entire floor area

Provide waterproofing certificate upon completion

Tiling

All tiling work to be carried out in compliance with Australian Standards AS3958.1-2007

Provide screed with proper grade to waste outlets & tile bathroom floor throughout

Tile bathroom walls to ceiling height throughout

Provide trims, glues & grouts as required to suit selected tiles

Install 2 x new floor wastes

No allowance for laying of natural stone tiles, mosaics, herringbone pattern tiles, miter joints etc

No allowance for unglazed tiles that require sealing (additional cost if this is required)

Glazier

Supply & install frameless shower screen in 10mm clear toughened safety glass in compliance with Australian Standards AS1288

Fixtures & Fittings

Wall tiles - **Not included, supplied separately**

Floor tiles - **Not included, supplied separately**

Toilet suite - **Not included, supplied separately**

Vanity - **Not included, supplied separately**

Mirror - **Not included, supplied separately**

All tapware & accessories - **Not included, supplied separately**

FLOORING

Demolition

All demolition works are to be in compliance with Australian Standards AS2601

Remove tiles & bedding from kitchen & hallway floors

Remove floating floorboards, underlay & skirting throughout

Remove carpet, underlay & smooth edge throughout bedrooms

Dispose of all rubbish created from demolition

Floating Floorboards

Install new floating floorboards throughout unit

Details include:

* Regupol 5512, 5mm thick soundproofing acoustic underlay - **Not included, supplied separately**

* Client selected floorboards - **Not included, supplied separately**

* Supply & install 90mm square profile skirtings (Primed finger jointed radiata pine)

* No provision is made for acoustic engineer testing & compliance

* No provision is made for floor levelling. If required, we will advise variation cost after demolition works

Price to carry out above works

**SUB TOTAL
PLUS GST
TOTAL**

SPECIAL BY-LAW 11 – Major Renovations and Building Works (Lot 204)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot 204 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by MOLITOR ARCHITECTS and dated 14.07.2021 attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being 2104/1; 2014/2; 2014/3;

“**Major Renovations By-Law**” means Special By-Law No. 8 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

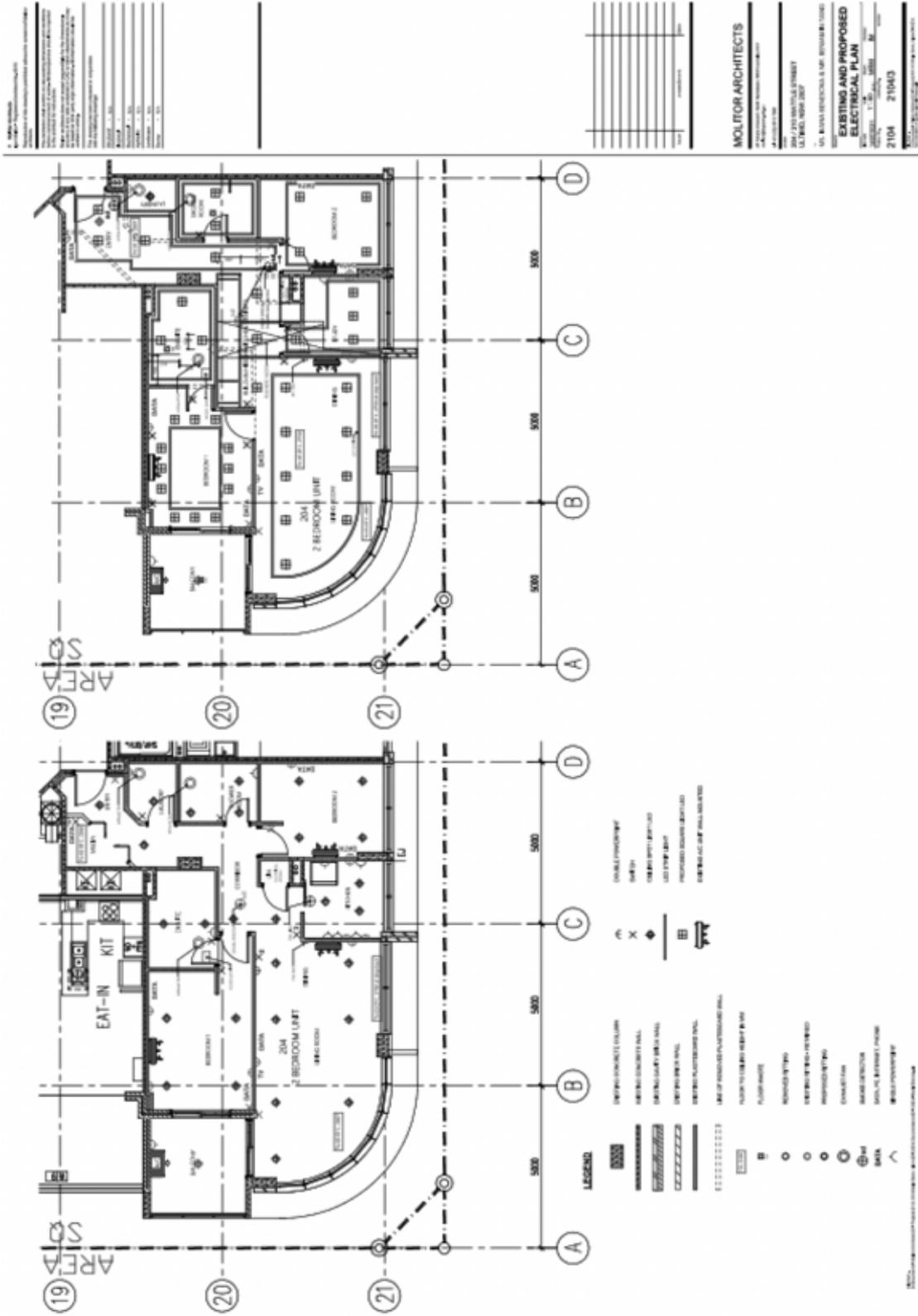
4. Conditions

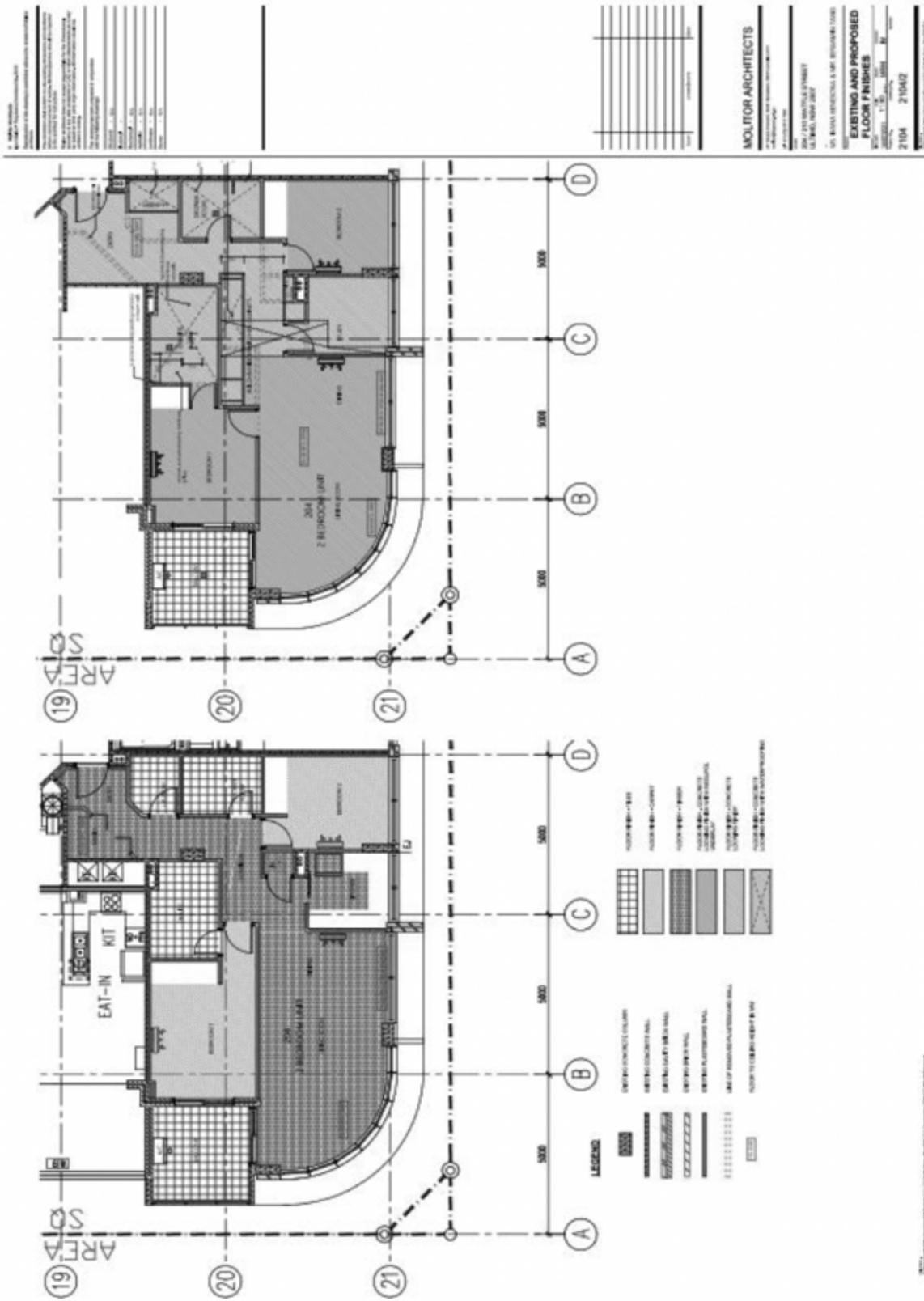
4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-law.





SPECIAL BY-LAW 12 – Use of Electric Vehicle Charging Station

(a) Permitted Use and Behaviour

- (i) An owner or occupier of a lot may use the Electric Vehicle Charging Station for the purpose of charging compatible electric vehicles only.
- (ii) An owner or occupier of a lot who uses the Electric Vehicle Charging Station must:
 - (A) ensure that the electric vehicle concerned is compatible with the Electric Vehicle Charging Station prior to commencing such use;
 - (B) do so strictly in accordance with any applicable law, the requirements of any Authority, any restrictions or rules imposed by the owners corporation under this by-law from time to time, and any app specifications or instructions; and
 - (C) take reasonable care when using the Electric Vehicle Charging Station to avoid risks of injury, death, or damage to property in connection with such use.
- (iii) The owners corporation may, by notice in writing given to lot owners, impose restrictions or rules, not inconsistent with the terms of this by-law (or the requirements of any applicable law or the requirements of any Authority), on the use of the Electric Vehicle Charging Station as it sees fit from time to time.

(b) Indemnity

- (i) An owner or occupier of a lot who uses the Electric Vehicle Charging Station must indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the owners corporation caused by that owner or occupier's breach of this by-law.
- (ii) The indemnity in sub-clause (b)(i) will not apply to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

(c) Interpretation

Unless the context otherwise requires:

- (i) The terms of this by-law are to be read and interpreted in accordance with the *Interpretation Act 1987* as if this by-law was an "instrument" within the meaning of that Act.
- (ii) Terms used in this by-law that are defined in the Management Act have the same meaning.
- (iii) A reference in this by-law to legislation includes a reference to:
 - (A) all regulations, rules or statutory instruments made under or for the purposes of that legislation from time to time;
 - (B) that legislation as it may be amended from time to time; and

(C) any legislation which substantially replaces or re-enacts that legislation.

(d) Definitions

Unless the context otherwise requires, in this by-law:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the *Environmental Planning and Assessment Act 1979*;
- (c) the council having the relevant regulatory functions under Chapter 7 of the *Local Government Act 1993*; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the *Environmental Planning and Assessment Act 1979*;

Electric Vehicle Charging Station means a common property electric vehicle charging station outlet, including all cabling, services or other connecting hardware, including local isolation switch, cabling and circuit breaker, connecting the charging station (as applicable); and

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

SPECIAL BY-LAW 13 – Air Conditioning

Definitions and Interpretation

1. In this by-law:

Act means the *Strata Schemes Management Act 2015 (NSW)*;

ACU's means the water cooled air conditioning units located in cupboards in each Stage 1 lot and includes all components and parts contained between the inline ball valves.

Owners Corporation means the owners corporation created by registration of strata plan 64807;

Split system means the split system air conditioner for each Stage 2 lot;

Stage 1 lots means lots 1 – 109 in the Strata Scheme created by registration of strata plan 64807 and any subdivision of those lots.

Stage 2 lots means lots 111-335 in the Strata Scheme created by registration of strata plan 80571 and any subdivision of those lots.

Strata Scheme means the strata scheme constituted on registration of strata plan 64807;

2. In this by-law a word which denotes:

- 1. the singular includes plural and vice versa;

2. any gender includes the other genders;
3. any terms in the by-law will have the same meaning as those defined in the Act; and
4. references to legislation includes references to amending and replacing legislation.

The Air conditioning system – Stage 1

3. The air conditioning of the lots in Stage 1 is provided by packaged water-cooled air-conditioning units located in cupboards within the lots which supply conditioned air via ductwork within the ceilings and bulkheads of the Stage 1 lots (**ACU's**). Heat from the lot is passed from the return air stream to a condenser water pipe loop by the ACU refrigeration process and cool air is supplied to the lot. Water in the condenser water loop is circulated by pumps inline to cooling towers on the roof of the building where the water is in turn cooled for return to the ACU in the lots.

The Air conditioning system – Stage 2

4. The air conditioning of the lots in Stage 2 is provided by way of split system with the condenser located externally to the lots (**Split system**).

Owners responsible to maintain, repair, replace and renew the ACU's

5. If an ACU or split system requires maintenance, repair, replacement or renewal the relevant owner of the lot will be responsible to carry out such work at the Owners cost.
6. An Owner must arrange for any maintenance, repair, replacement or renewal of an ACU or split system serving their lot to be carried out by a suitably qualified and licensed contractor.
7. Before undertaking any maintenance, repair, replacement or renewal of an ACU or split system serving their lot an Owner must:
 - provide details to the Owners Corporation of the licensed contractor engaged to perform the works including their name, address, contact telephone number and licence number;
 - obtain approval in writing from the strata committee to carry out the works.
8. An Owner must:
 - comply with the directions of the Owners Corporation or the strata committee in connection with the maintenance, repair, replacement and renewal of the ACU that services their lot.
 - at the Owner's cost, make good any damage to the common property or another lot caused as a result of the maintenance, repair, replacement or renewal of the ACU that services their lot;
 - indemnify and keep indemnified the Owners Corporation against any actions, proceedings, claims, demands, liabilities, expenses, losses or damage the Owners Corporation incurs as a result of the maintenance, repair, renewal, replacement or removal of the ACU.

SPECIAL BY-LAW 14 – Lot 324 Major Renovation Works

That the owners corporation SPECIALLY RESOLVED pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot 324 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by Amor De Libasic and dated 23/01/2024 attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and described in the Plans being the removal of tiles, re-waterproofing, installing new tiles, and refitting bathroom fixtures such as showers and toilets;

“**Major Renovations By-Law**” means Special By-Law No. 8 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.

- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

Renovation Plan for Bathroom and Ensuite

General Overview

The renovation of the bathroom and ensuite in Unit 324/69 Jones Street will involve the full removal of existing fixtures and surfaces, followed by the installation of comprehensive waterproofing systems, new tiling, and the fixing of modern fixtures and accessories.

Bathroom and Ensuite

- Demolition: Safe dismantling and removal of the current toilet, sink, shower unit, and tiles.
- Waterproofing:
 - Full waterproofing of the ensuite bathroom floor to prevent any water damage.
 - Waterproofing of the shower walls up to a minimum height of 1800mm.
 - Application of waterproofing on all other walls, up to at least 150mm above the floor level.
- Tiling: New ceramic tiles for the floor and walls will be installed.
- Fixtures: A contemporary wall-hung vanity, a water-efficient dual-flush toilet, and a frameless glass shower enclosure with modern shower fittings.
- Accessories: Installation of new towel rails and a wall-mounted mirror
- A thorough inspection will follow the installation to ensure the secure and proper operation of all fixtures.
- All joints and connections will be sealed with silicone to ensure water tightness.

SPECIAL BY-LAW 15 – Restricting Charging of Electric Items (E-Vehicles, E-Bikes and E-Scooters) (passed 4 July 2024)

1. Introduction

This by-law prohibits you from charging electric items such as electric vehicles, electric bicycles and electric scooters in your lot or on the common property without the prior written approval of the owners corporation.

2. Definitions

In this by-law:

- (a) **“electric items”** means any chargeable or rechargeable electric item including (but not limited to) electric vehicles, electric scooters, electric bicycles, electric hoverboards and the like (but excluding watches, e-readers, mobile phones, tablets, computers, laptops and similar devices);
- (b) **“electric charger”** means the device used to charge electric items;
- (c) **“lot”** means any lot in the strata scheme including a car space or garage that is or forms part of a lot;
- (d) **“occupier”** means an occupier of a lot and includes a tenant in occupation of a lot;
- (e) **“owner”** means an owner of a lot;
- (f) **“you”** means an owner or occupier.

3. Restriction on Electric Charging

- 3.1 You must not charge any electric items in a lot or on the common property without the prior written approval of the owners corporation.
- 3.2 If you want to charge any electric items in a lot or on the common property you must make a written application to the owners corporation to seek its written approval to do so.
- 3.3 Your application must include:
 - (a) your name, lot number and address;
 - (b) details of the electric items that you want to charge including their make and model;
 - (c) details of the battery for the electric items that you want to charge including the make, model and capacity of the battery;
 - (c) details of the electric charger you will use to charge the electric items including its make, model and capacity;
 - (d) details of the location in which you will charge the electric items;
 - (e) details of the steps you will take to minimise or eliminate the risk of the use of the electric charger or the charging of the electric items causing a fire.

- 3.4 The owners corporation may request that you provide further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.5 The owners corporation may:
- (a) approve with or without conditions; or
 - (b) withhold approval of;
- your application for its written approval to charge electric items in a lot or on common property but it must not act unreasonably when doing so.
- 3.6 You must comply with any conditions of approval issued by the owners corporation in relation to your application for its written approval to charge electric items in a lot or on common property.
- 3.7 If you obtain the written approval of the owners corporation to charge any electric items in a lot or on the common property, you must:
- (a) **(installation of electric charger)** ensure that any wall mounted electric charger for an electric vehicle or any other electric charger that needs to be installed to charge an electric item is installed by an appropriately qualified and licensed contractor, in a proper and competent manner, and in accordance with the applicable provisions of the National Construction Code and any applicable Australian Standards and that you promptly make good any damage caused to a lot or the common property by the installation of that electric charger to the reasonable satisfaction of the owners corporation;
 - (b) **(Australian Standards)** ensure that the electric items and any battery and electric charger for them comply with all applicable Australian Standards and make those electric items and any battery and electric charger for them available for inspection by a nominated representative of the owners corporation (which may be the electrical contractor of the owners corporation) when requested to in order to verify your compliance with this condition;
 - (c) **(safety)** ensure that the electric charger is used in a safe manner and does not cause any risks to the health or safety of any person including an owner or occupier of a lot or any person on the common property;
 - (d) **(compliance with manufacturers' instructions)** comply with the instructions of the manufacturer of the electric charger and the electric items and the batteries for them with respect to the use of the electric charger and the charging of the electric items respectively;
 - (e) **(fire safety)** not do anything or permit another person to do anything on a lot or the common property when using an electric charger or charging electric items that reduces the level of fire safety in the lots or common property and take all reasonable steps to ensure that the use of the electric charger, or the charging of an electric item, does not cause a fire;
 - (f) **(location for charging)** not use an electric charger or charge any electric devices except in a location approved of by the owners corporation;

- (g) **(power point)** use the electric charger or charge electric items only from a suitably installed and functioning power point (except in the case of a wall mounted electric charger for an electric vehicle or a similar charger for an electric vehicle which is not required to be connected to a power point in order to operate);
- (h) **(cost of charging)** ensure that any power point or other power source to which an electric charger is connected is separately metered and charged to your account and that you pay for the cost of all electricity that is used to charge the electric items;
- (i) **(monitoring charging)** when using an electric charger or charging an electric item, periodically monitor the charging of the electric item to ensure it is charging correctly and disconnect the electric charger from the electric item when the electric item is fully charged;
- (j) **(times for charging)** only use an electric charger or charge electric items during daylight hours (unless the owners corporation waives the requirement for you comply with this condition in writing);
- (k) **(no overloading)** ensure that the use of the electric charger does not overload the electricity supply of the building or disrupt or interfere with the electricity supply to any of the lots or the common property;
- (l) **(compatibility of electric charger)** ensure that the electric charger is compatible with all components of the electricity infrastructure in the building including any load management system and any electric items for which it is used;
- (m) **(preventing damage)** ensure that use of the electric charger does not cause any damage to any of the electricity infrastructure in, or any other part of, the building;
- (n) **(general indemnity)** indemnify and keep indemnified the owners corporation and the owners and occupiers of the other lots against all actions, proceedings, claims, demands, costs, damages, loss and expenses which may be incurred by or brought or made against the owners corporation arising out of the use of the electric charger or the charging of the electric items or your breach of this by-law including as a result of a fire arising out of the use of the electric charger;
- (o) **(indemnity for electricity costs)** indemnify and keep indemnified the owners corporation against all costs, damages, loss and expenses which may be incurred by the owners corporation arising out of the use of the electric charger or the charging of the electric items by you or by a person on your behalf including the cost of any electricity used by the electric charger or as a result of the charging of the electric items by you or on your behalf;
- (p) **(payment of indemnified costs)** comply with your obligation to indemnify the owners corporation under this by-law and pay or reimburse the owners corporation for the amount for which you are liable under that indemnity within 14 days of being requested to by the owners corporation in writing;
- (q) **(compliance with laws)** comply with all laws and the reasonable directions of the owners corporation, the Local Council, Fire and Rescue NSW and any other authority with jurisdiction over the strata scheme concerning the use of the electric charger or the charging of the electric items.

4. Strata Committee

The strata committee may exercise any of the functions of the owners corporation under this by-law.

This is page 89 of a total of 89 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 64807 was affixed on the 4th day of December 2024 in the presence of:

Authority: Strata Managing Agent

Signature:  Electronic of me, Paul Culbi.
Affixed at my direction on 04/12/24 at 9am

Name: Paul Culbi

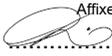


Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 64807 was affixed on ^ 04/12/2024 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Paul Culbi Authority: Strata Managing Agent

Electronic of me, Paul Culbi.
Affixed at my direction on 04/12/24 at 9am

Signature: Name: Authority:

^ Insert appropriate date

