













830 Elizabeth Street Waterloo



OWNER'S MANUAL

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## INTRODUCTION

Congratulations on your new property and welcome to the THIRDi Family!

It is our aim here at Thirdi to make sure that this transition into your new home is as seamless as possible. In this manual we will introduce you to your brand new property and provide you with all the information necessary so that no questions are unanswered.

Here you will find everything you need to know about the building and your unit, so I would recommend reading through this manual carefully.

## PROJECT DETAILS

ICONIC - Waterloo is a landmark residential development consisting of 76 beautifully designed apartments and an active commercial space. ICONIC has been gracefully designed to work within and around the building's remarkable CHUBB heritage factory.

The development is spread over 5 levels (excluding commercial) offering an exclusive mix of one, two and three bedroom apartments.

ICONIC embody raw, solid materials with fresh contemporary design. Bespoke kitchens, bathrooms and bedrooms cabinetry: crafted with True Grain timber joinery and finished with brass detailing.

## ABOUT THIS MANUAL



An icon like this indicates important information.



An icon like this refers to the Appendix information included within this manual / on the USB.

## 1 GENERAL BUILDING INFORMATION



### 1.1 Area Map

The ICONIC is located on the corner of Elizabeth Street and Powell Street within Sydney's inner-city suburb.

Iconic is ideally located within close proximity to a number of Waterloo's top amenities including several Parks, Redfern and Green Square Station, a number of private and public schools. There is an abundance of cafes, shops and restaurants, including Dank Street and East Village Shopping Centre.

#### 1.2 Mail Information

**Australia Post:** The building has been registered with Australia Post for delivery of mail. If you require mail to be diverted from your existing address to your new home you will need to apply for mail re-direction (a form can be obtained at any Australia Post branch).

Postal Address for the building is: **832 for Northern lobby and 836 for Southern lobby Elizabeth Street, Waterloo NSW 2017** 

An individually keyed mail box is provided for each apartment — the mail box is located with the Northern and Southern building entrance on Elizabeth Street. Signage above will provide a direction on the locations. See Appendix E for the full list of postal addresses.

#### 1.3 <u>Important Contact Details</u>

#### Strata Manager

Company Name: Wellman Strata
Representative Name: Luke Derwent
Rep. email: info@wellmanstrata.com.au

Strata Company Address: Suite 5, Level 9, 189 Kent Street, Sydney, NSW 2000

Contact Number: +61 2 8065 6575

#### **Building Manager**

Company Name: BGIS

Representative Name: Robert Finau Rep. email: Iconic@apac.bgis.com

Building Management Company Address: 830 Elizabeth Street, Waterloo, NSW 2017

Contact Number: +61 439 275 135

See Appendix A for all other contact numbers

#### 1.4 Service Connections

The Iconic Waterloo is connected to the Ausgrid electricity network via an Embedded Network. Tenants are to establish electricity accounts through their chosen retailer. Gas and hot water supplied to the building is supplied from a central hot water system. The building has its own standalone Central Hot Water System located on the roof. Accounts can be established through OC Energy. Please refer to Appendix J for the OC Energy Welcome Pack. The table below provides the information of possible providers of services for ICONIC Waterloo. Please refer to Section 3 for more information regarding services.

SERVICE	PROVIDER	WEBSITE	CONTACT NUMBER
Electricity	OC Energy	www.ocenergy.com.au	03 8888 7935
Gas Hot Water	OC Energy	www.ocenergy.com.au	03 8888 7935
Water	Sydney Water	www.sydneywater.com.au	13 20 92
Telephone & Data			Your chosen provider
Pay TV	Foxtel	www.foxtel.com.au	1300 130 799

#### 1.5 Insurance

The Owners Corporation is responsible for insuring the common property building and common property contents. The Owners Corporation insurance does not cover apartment occupier's individual contents such as carpets and furniture. Furthermore, it does not cover the occupier from public liability claims that occur within the lot. Each owner and/or occupant is responsible for insuring their apartment.

#### 1.6 Resident Entry and Security

The main pedestrian entry is off Elizabeth Street.

The building is electronically secure, which means residents are required to use their proximity fob to gain access throughout the building. The proximity fob will provide access to the building at the following points:

- Elizabeth Street (Northern and Southern Lobby) main pedestrian entry
- Carpark vehicle entry roller shutter located on Short Street.

General note for all entry points: Present fob to proximity reader. It can recognise a fob within 100mm. Once the fob is recognised, a short beep will sound and the entry door will unlock.

From within the building, Residents are also required to use their fob in the lift to gain access to their floor.

To gain access into their apartment, Residents can use the security keys provided. The following keys are included in the Residents Settlement Pack;

- Two Security Keys
- 2. Two Security fobs
- 3. Mailbox keys
- 4. Two Remote controls
- 5. Storage Keys (selected apartments only)



Refer to Appendix/USB for floor plans of operational routes/access points to The Iconic Waterloo.

#### 1.7 <u>Visitor Access</u>

To maintain security throughout the building, visitor access can only be authorised by a host resident using the provided keys and intercom. **Visitors to ICONIC can only use the Main Ground Southern or Northern entry lobbies and car park.** Access to be provided by the resident to enter lifts.



Please ensure that visitors are identified PRIOR to providing access to the building.

The following are step by step instructions for granting entry to visitors:

- 1. **Identify Visitor:** The visitor must press the host's apartment number into the video intercom, located adjacent to the lobby doors, and press the "②" button. This calls the video handset within the host's apartment. The host resident must simply press the talk " " button on their handset to communicate back to the entry intercom point.
- **2. Authorise Entry:** To grant access, the host must press the key "-" button on their handset to open the main entry door.
- **3. Exit:** Authorisation is not required for visitors to exit the building using the main entry.



Refer to Appendix/USB D for floor plans of operational routes/access points to The Iconic Waterloo.

#### 1.8 Garbage and Recycling

Garbage can be deposited into the garbage chute located on each floor. Recycling facilities are located in the Garbage Room located on each level beside the garbage chute. Please ensure waste is deposited in the appropriate general waste chute or recycling areas provided. Larger items must be taken down to the Ground Floor bin rooms.

In the interest of public health & safety and fellow residents please follow these points:

- Never leave items in the stair access area. This is your path of travel during an emergency. If items are in the walk way please contact the Building Manager.
- Do not put cardboard, polystyrene, liquids, clothing, bedding or hard rubbish down the chute. These items will cause blockages and inconvenience. Please take these items to the ground level bin room and place in appropriately signed bins/areas.
- When recycling glass, PET plastics and paper these items should **not** be put into plastic

bags. These should be emptied loose into green and yellow recycle bins.

• Cardboard boxes to be flattened and placed in the blue recycling bins at ground level.



Refer to Appendix/USB for location of the garbage rooms on Ground Level.

#### 1.9 Fire Procedures and Safety



The Owners Corporation is responsible for maintaining an Emergency Management Plan and ensuring all residents are adequately advised of fire safety procedures.

#### In summary:

- Ensure you are familiar with the Emergency Management Plan(s) and evacuation procedures established by the Owners Corporation;
- Note the nearest fire exit to your apartment; and
- Fire doors must remain closed at all times;

The Owners Corporation is responsible for the repair, maintenance and annual fire certificate of all building fire services such as fire doors (including apartment entry doors), fire stairs, sprinklers, audible warning system, fire extinguishers, fire hose reels, common area smoke detectors, manual call points, emergency lighting etc. Within the Residential levels, all services are to be maintained and repaired by the Building Manager.

The Owners Corporation or Building Manager will arrange access to each apartment, if necessary, for the annual inspections of these services.



Please refer to the smoke alarm manual in the USB for instructions.

Please note that smoke detectors in the **common areas** are linked directly to the local Fire Brigade. Cooking smoke should not be dispersed into the common hallways as this will activate attendance by the Fire Brigade. Expensive fines apply for false alarms. Any contractors should also be aware that sanding equipment and heat equipment may also activate attendance by the Fire Brigade. You should seek advice from the Owners Corporation or Building Manager before commencing any building works on the apartments.



All corridors are fitted with chemical and water fire extinguishers. For locations, refer to Evacuation Plans provided in Appendix E/USB

## 2 MOVING IN

#### 2.1 <u>Arranging your move</u>

Please contact the building manager (Robert Finau / Iconic@apac.bgis.com) to coordinate an appropriate time to move in. It's important the move is scheduled to avoid congestion within the building and in order to book out the lifts.

Please take care when transporting your furniture and personal items as residents will be liable for any damage caused to the building. Lift curtains should be up for move in. Please contact the building managers if this is not the case.

Please note the lift door opening dimensions are 900mm (w) x 2100 (h). The internal dimensions are 1400mm (w) x 2000mm (d) x 2200mm (h).

## 3 APARTMENT SERVICES

Utilities

#### 3.1 Electrical Service

All rooms have a normal domestic 240 volt, single phase power supply, for their own use. The electrical meters are located in the electrical cupboards in the corridors.

All apartments have an electrical switchboard located above the fridge. All light, power, air conditioning, range hood, oven, dishwasher and exhaust fans circuits are protected by circuit breakers at the switchboard. For added personal protection, power points (GPOs) (including those into which appliances are plugged) and lighting circuits have a safety switch.

- For safety reasons, ensure adequate air space is left around the apartment switchboards.

  Do not store items in front of or in contact with the switchboard.
- Please note that a licensed electrician must be engaged to locate and fix any fault with the power supply or the switchboard.
- Refer to Appendix/USB for shop drawings and information.

#### 3.2 Gas Service

All apartments have a separate gas supply for their private use. The gas meters are located in the gas/water cupboard in the corridor.

In the event of an emergency, the Gas isolation valve within the apartments is located inside the kitchen cupboards or behind the drawers immediately adjacent to the cook top. The Gas Isolation Valve Access Panel in the corridor is located on every residential level and clearly denoted with contrasting signage.

Gas usage is included in the Owners Corporation cost. However, it is important that all residents are conscious of their gas usage, as this directly impacts on the gas allowance allocated in the budget. Residential gas usage is not included in the calculations for the residential level gas costs.



Please note that a licensed plumber must be engaged to locate and fix any fault with the gas supply.

#### 3.3 Cold Water & Sewer Service

Cold water and sewer is provided by Sydney Water. Each apartment is to contact them on 13 20 92 to establish an account upon occupation of the unit. Every individual lot owner will receive a bill for cold water and sewer.

To turn off the water supply to apartments, use the stop cock located in the water meter services cupboard on the relevant floor.



A licensed plumber must be engaged to locate and fix any fault with the water supply, and/or fix or replace any plumbing fixtures.

#### 3.4 Hot Water

Hot water is supplied from a central gas hot water heating system on the roof and is maintained by the Owners Corporation.



It is important that all residents are conscious of their hot water usage, as this directly impacts on the gas allowance allocated in the budget.



For further information on how this system is maintained and controlled, refer to the Hydraulic O&M Manual in the Appendix/USB.

### 3.5 Air Conditioning

The apartments are fitted with an air conditioning system throughout the levels. All air conditioning condensers are located on the level 6 common area.



For more information on operation of the AC units, refer to the "Operating Instructions" in Appendix/USB.

The control unit allows control of the temperature and operation of the system. The following tips will assist in optimising the performance of the air conditioning systems:

- Generally, a temperature range between 20°C to 25°C is considered comfortable.
- The system can be set to either "cool" or "heat" or it can be set to automatically switch from heating to cooling to maintain a consistent temperature via the "Auto On" or "Auto" setting.
- Controls can also be configured to circulate air at all times or be turned off when there is no demand for heating or cooling.
- Extreme settings such as 15°C or 28°C do not improve the systems performance or increase the rate of heating or cooling. They are likely to lead to uncomfortable conditions in a short space of time.
- To maximise air flow and the efficiency of the system, leave all internal doors open.
- Do not leave your apartment closed up for more than four hours with a minimum temperature selected on the thermostat. This may cause freezing of condensate drains and subsequent water damage.



Owners are responsible for the maintenance of their own air conditioning system, and the Owner's Corporation will be responsible for the air conditioning condenser. Please note that the 12 month warranty provided is conditional on maintenance being undertaken during the warranty period, this includes cleaning the air filter and checking various items annually.

## COMMUNICATIONS

#### 3.6 Telephone and Fax

Apartments have been provided with a telephone/fax connection point.

These points are suitable for connecting telephone(s), fax machine(s) and are interchangeable (i.e. they can be used for either/or telephone or fax).

Preferred service providers need to be contacted to arrange connection. A licensed electrician must be engaged if additional telephone lines are required.

#### 3.7 Broadband Service

The apartments have been provided with NBN to enable high speed internet to the residents. This system will typically download at speeds of up to 93Mbps and upload speeds of up to 38Mbps which is an ideal speed for streaming TV and Video-on-Demand subscription services such as Netflix, Presto, Quickflix, Stan, Foxtel Play etc. Connection to this fast, reliable & affordable next-generation system can be organised by contacting any of the following ISP's.

PROVIDER	WEBSITE	CONTACT NUMBER
Wondercom	www.wondercom.com.au/fttb	1300 160 163
nbnSP	www.nbnsp.com.au/fttb/	0423 640 079
Exetel	www.exetel.com.au/broadband/fttb	1300 393 835
Ello	www.ello.com.au	1300 355 635
AusBBS	www.ausbbs.com.au/residential/fttb/	1300 775 828
Boom Broadband	www.boombroadband.com.au/nbn- products/fibre-to-the-building/	1300 002 666

#### 3.8 <u>Free to Air TV</u>

A community master antenna is located on the roof of the building and is tuned to receive a quality signal for free-to-air commercial television. The signal is reticulated throughout the building to each apartment.



The TV reception outlets in the walls are "screw in" (F Type) connections.

### 3.9 Pay TV (cable)

Pay TV cable, suitable for Pay TV (FOXTEL), has been supplied wired into all apartments ready for final connection by the provider.

Apartment owners will need to contact FOXTEL (1300 785 622) to arrange connection of Pay TV. A connection fee is applicable.

## BUILDING SECURITY AND FIRE SAFETY

#### 3.10 Intercom

An intercom video/audio unit is located within each apartment. This unit has a control button to allow visitor access to the building.



Please refer to the Intercom Instructions included in the Appendix/USB

### 3.11 Smoke Detection

All apartments are provided with one or more 24 volt DC mains powered (via the Fire Information Panel) smoke detector units with a backup battery, generally fixed to the ceiling outside the bedroom(s). An alarm is sounded from a detector when smoke is present. Batteries must be replaced every 6 months. A low battery charge results in a "beeping" noise.

- **Note:** The red protective cover must be removed when residents move into the apartment.
- Due to design requirements, the detector is connected to the Fire Information Panel (FIP) within the building. If the smoke alarm is tampered with or removed, the FIP will be alerted and a technician will be automatically called. All work related to the apartment smoke detector is the apartment owner's responsibility.
- It is recommended that range hoods are in full operation during cooking. If the alarm sounds due to smoke from cooking, it will continue for 30 seconds until no further smoke is detected. If smoke is still present, it will continue to sound the alarm. If there is no fire, all external windows and doors should be opened to dissipate the smoke and silence the alarm (IMPORTANT: do not open the door to the public corridor as this may result in the fire brigade automatically being called).

#### 3.12 <u>Door and Window Security</u>

Apartment entry doors are lockable. Apartment entry doors must be locked when leaving. Please note that apartment doors are fire doors and they contribute to the building's

fire protection system. Apartment owners must be aware that if they if they are to install new locks or door hardware they must notify and obtain permission from the Owner's Corporation in writing and ensure a qualified locksmith undertakes the work (install fire rated hardware only). Keys for the entry door are registered and can only be re-ordered through the Building Manager.

## 4 GENERAL MAINTENANCE

#### 4.1 <u>Finishes Schedule and Subcontractor and Suppliers List</u>

A detailed Finishes Schedule and a list of the major Sub Contractor and Suppliers are included in the Appendix/USB.

#### 4.2 <u>Appliances</u>



Refer to Appendix/USB for Manufacturers Instructions/Operation Manuals and Warranties for the following appliances:

- Cooktop;
- Oven;
- Dishwasher;
- Rangehood;
- Clothes dryer
- Video Intercom;
- Air Conditioner:



Please note that the Manufacturers' Warranties are often conditional, and require regular maintenance. It is recommended that appliances be inspected every two (2) years by an authorised service agent.

#### 4.3 Paint



Refer to Appendix/USB for paint specification, including colour. As paint colour may change subtly over time, and paint manufacturers may alter colour specifications, we recommend any future colour matching be based on a paint sample.

Most marks can be removed with a clean damp cloth. Use a diluted sugar soap mix if necessary. Avoid excessive 'scrubbing' and the use of scourers of any type, as this may alter the finish of the surface.

#### 4.4 Lighting

Apartments rooms are fitted with energy efficient LED downlight plug and flex units. Light globes cannot be changed traditionally as the globes, diffuser and power cable are a single unit. In the event a light may fail, please contact a licensed electrician to replace the downlight.



Please do not attempt to change the unit. All electrical work is dangerous and must be performed by a licensed electrician.

Balconies (where applicable) are each fitted with one wall mounted LED light. In the event a light may fail, please contact a licensed electrician to replace the downlight globe.

### 4.5 Aluminium Doors and Windows

Aluminium doors and windows have a powder coat finish, which need to be cleaned and maintained regularly to ensure the decorative and protective properties of the coating are retained.

Cleaning is recommended every three to six months to remove airborne deposits such as salt, atmospheric pollution and dirt.

#### To clean:

- remove dust with a wet sponge (rather than risk micro scratching by dry dusting);
- remove any marks by the use of a warm, mild detergent or mineral turpentine;
- wash and remove powder deposits from the powder coating surface using a soft bristle brush; and
- always rinse afterwards with fresh water so that the contact time with the cleaning solution is kept to a minimum.

Do not use abrasive cleaners, harsh solvents (including window cleaner or industrial strength solvents or solvents recommended for the removal of sealant or mastic), scouring pads or other harsh materials such as powder-based cleaning products as these may scratch the finish. Always test a small discrete section of a frame to confirm the suitability of the cleaning agent used. This will ensure minimal or no damage to the powder coat colour or surface.



Window furnishings are not to be mounted on any part of the aluminium door or window frame.

#### 4.6 Door and Window Hardware

To maintain a high level of function, door hardware must be free from dust and grit. Generally, all components can be cleaned with a soft damp cloth. Grease or oil should not be applied to any hardware.

Maintain door locks and handles every 6-12 months, as necessary:

- tighten fixing screws;
- re-align strike plates;
- lubricate internal mechanism with an aerosol lubricant; and
- lubricate "sticky" locks with dry powder graphite sprinkled on the key.

#### 4.7 Glass Windows and Balustrades, Showerscreens, Splashbacks and Vanity Mirrors

To clean glass and mirrors, use clean water with mild soap, diluted methylated spirits, glass cleaner or a slightly acidic (vinegar) cleaning solution on a soft, lint free, damp cloth or chamois. Apply the cleaner onto the cloth first and not directly onto the glass.

To avoid scratching, do not use caustic or abrasive substances such as polish, silicon based cleaners, powder-based cleaning agents and other harsh materials, and do not use cleaning items such as steel wool or scouring pads. If using a solvent cleaner, care should be taken to avoid contact with the glazing sealant and any other materials which may be affected by the solvent. Avoid using a broom to clean the windows as this can result in scratched glass.

Please note that the external face of windows and glass balustrades will be cleaned by a professional cleaner with the required safety equipment.

Damaged glass and mirrors cannot be repaired. They must be replaced by an experienced glazier.

#### 4.8 Tapware

To prevent damage to the protective finish, avoid cleaning taps and spouts with harsh chemicals. Clean with warm soapy water, rinse well and dry with a soft cloth.

To maintain tapware:

- · clean tap filters every two months; and
- check tap washers every two years, and replace as necessary.

A licensed plumber is required to replace the ceramic washer in lever mixer taps. The water supply must be turned off prior to carrying out maintenance or in the event of a tap or fitting breaking. Water meters are located in the "Water Meters" cupboard in each corridor.

#### 4.9 <u>Stone Benchtops</u>

The stone has been selected for its appealing finish, contemporary character, durability and high quality.

Basic Care Instructions for Stone benchtops

- Use a chopping board, place mats and coasters to protect the surface from scratching, dulling or heat marks.
- Avoid sitting or standing on the bench tops.
- Wipe up spills immediately, to avoid potential absorption of substances into stone.
- Pay particular attention to substances such as soap, detergents, abrasive or harsh chemicals or cleaners, solvents, toothpaste, tea, coffee, alcohol, vinegar and citrus juices as these may stain, etch or dull the stone. Lipstick, industrial and laundry marker and ink are unlikely to be removable. Avoid resting steel or items which may rust on the stone, to prevent rust markings.
- Do not use acids, wax, sealers, steam cleaners or petroleum products on stone.

Stone in all benchtops is not sealed. Any protection provided by a sealer is not permanent or absolute.

To clean, wipe down after use with a soft dry cloth, or use mild soap with lukewarm water, rinse well with clean water and dry. Do not use abrasives or scouring powders/cleaners

(such as Jif, Ajax or Gumption). Heavy use of cleaner may take off the stone surface gloss.

#### 4.10 Tiled Floors & Walls – Porcelain or Vitrified

To clean, use a mix of warm water with a biodegradable detergent and a cup of methylated spirits. When dry, buff with a dry mop or woollen cloth.

#### 4.11 <u>Carpet Flooring</u>

Regular maintenance of carpet will increase the lifespan and help maintain its good appearance. To get the best service possible from a carpet, regular and systematic maintenance is required. Act quickly to clean up any spills, and then treat with a recommended cleaning agent. Cleaning should be proportional to the amount of soiling to which the carpet is subjected. The more dirt deposited on the carpet, the more intensive the maintenance program required.

The following are the basic steps of an adequate maintenance program:

**Regular Vacuuming** — This should be carried out using a vacuum cleaner with a beater bar bristle strip (pile beater). The vacuum should have an adjustable height pile beater. This should be adjusted each time to ensure that the carpet pile is not damaged by beating that is more vigorous than necessary. If excessive 'fuzzing' occurs use a suction only vacuum head. Vacuuming should be carried out weekly as a minimum. Carpet sweepers and suctions cleaners without beater attachments may be used at any time for surface touch ups. Their use is to be in addition to, not in lieu of, the scheduled vacuum cleaning with an upright beater. Several passes must be made over each area to ensure efficient removal of soiling material.

**Spot Cleaning** — Prompt and immediate attention to any spillages or stains is paramount to avoid staining and damage. Liquids (particularly hot liquids) must be attended to immediately. If allowed to cool or dry, the stain will be almost impossible to remove. Care must be taken as haphazard attempts at spot removal can cause permanent stain setting, pile distortion and loss of colour. For any spills, immediately remove as much of the spill as possible. For solids, use a spatula or spoon. Blot up liquids by applying pressure with white cloth or paper towels. Use a wet/dry vacuum for large spills. NEVER scrub or rub the carpet

during the stain removal (or rinsing) process as a fuzzy area may result. Always work from the outside of the stain or spillage towards the middle to avoid further spreading using a blotting or dabbing motion. Pre-test any treatment on a small inconspicuous area of carpet to ensure against damage and possible colour change. Ensure carpet is press dried with a clean white cloth or white paper towel between every step in the treatment process to remove excess moisture. After the spill or stain has been treated, place several layers of white paper towels over the area and place a flat weight on them until dry. A hairdryer may be used to speed up the drying process but do NOT overheat the area. Do not walk on the carpet until dry. If stains fail to respond adequately to treatment, call a professional carpet cleaner immediately.

**Periodic Deep Cleaning** — It is recommended that periodic cleaning be carried out by a qualified tradesperson, using the hot water injection and extraction method ('steam cleaning') with a smooth wand attachment. The carpet should be deep cleaned when the carpet has become excessively soiled, or once every three years, whichever is the earlier. Some portable steam cleaning systems have insufficient extraction power to adequately remove moisture from the carpet. It is necessary to ensure that the cleaning solution application is uniform and it is left for the minimum time possible on the carpet before being extracted. It is also necessary to extract the solution evenly and thoroughly after cleaning so that the moisture content of the pile is even throughout and as low as possible to assist in the drying process.



Refer to Appendix/USB for further information and a detailed manual on carpet maintenance.

## 4.12 <u>Timber Flooring (if applicable)</u>

Manufacturer's recommendations are included within Appendix/USB but are summarised below:

- Sweep or vacuum as often as necessary to remove any loose dirt or grit.
- Use protective mats at all exterior entrances. Do not use rubber-based mats as the rubber may leach into the flooring.
- Use felt protectors under heavy pieces of furniture. Never slide or roll furniture or appliances across your floor. Protect the surface if using a trolley to move heavy objects.
- Spiked heels or shoes in need of repair can severely damage your floor.
- In areas of excessive traffic and wear, make use of runners or area rugs.

- Damp mop only avoid excessive amounts of water. Steam mops must not be used. If a spill occurs, soak up the bulk liquid promptly. Never use oil, soap, wax or other household products to clean the floor. For the Apartment Lobby flooring, use a mop with hot water and cedar oil to remove stubborn stains and obtain a consistent and clean look as per manufacturer's recommendations.
- Keep animal nails trimmed.
- Maintain relative humidity levels between 30% and 70%.
- If the apartment is to be left vacant for a long period of time (ie. greater than 1 week) it is recommended that blinds or curtains are drawn in order to shade the flooring from direct sunlight.



Refer to Appendix/USB for further information and a detailed manual on timber flooring maintenance.

#### 4.13 <u>Stainless Steel Kitchen Sink</u>

To clean, wipe with a soft damp slightly soapy cloth, let dry and wipe with a dry cloth. Always wash and wipe with the grain of the stainless steel, to avoid scratching. To protect from staining after cleaning with a chemical cleaner or coming into contact with food acid, wash down with fresh water.

To brighten, use a non-abrasive cleaner or specialist stainless steel product. Do not use steel wool, abrasive cleaner, or oil based cleaners. Due care must be taken when cleaning the skirting, as the top edges may be sharp.

#### 4.14 <u>Cupboard Joinery (Timber or 2-Pack Polyurethane)</u>

All Joinery surfaces are timber or painted with a 2 Pac finish.

To clean and maintain, follow these guidelines:

- Remove soiled particles from surfaces or light stains with warm soapy water and a soft cloth, or a non-abrasive spray and wipe cleaning agent;
- Do not use abrasive or alkaline cleaners and ensure that the finish does not remain in contact with hypochlorite bleach, mineral acid, dye or iodine solution, silicon based cleaners, polish, steel wool, acidic and alkaline materials. (Note that silicon cleaners

render surfaces unsuitable for recoating);

- ensure all spills are cleaned up immediately with a damp cloth and dry off, to prevent swelling or damage;
- buff out minor fine scratches (note the gloss level will diminish);
- · check, tighten and adjust hinges every six months; and
- do not apply oil or grease to any joinery hardware, such as hinges, runners etc.

#### 4.15 <u>Sanitary ware Acrylics, Porcelains</u>

To preserve the polished surface of your bath(s), pan(s) and basin(s), clean with a soft cloth and warm soapy water or a liquid cleaner to wash away any oils or soap residue. Ensure any selected cleaning agent does not affect any adjacent stone or tile.

Do not use powders, pastes, crème cleaners, thinners, window cleaning sprays or drycleaning fluids etc. Stubborn marks or fine scratches may be polished out with Brasso.

As the use of coloured essential oils may stain the bath's polished surface. Test before use and add oils into a bath full of water rather than pouring them into an empty bath. If staining occurs, remove with Brasso.

To prevent corrosion of metal accessories by mineral salt such as Radox, ensure they are dissolved completely prior to adding them to bathwater.

#### 4.16 <u>Ceiling Exhaust Fans</u>

The exhaust fans in the bathroom and laundry will assist the removal of steam and humid conditions, prolonging the life of the interior finishes. The removable ceiling diffuser should be cleaned every 4 months with a soapy cloth and dried prior to replacement. Do not alter the position of the exhaust vents when cleaning.

A single fan operates to the bathroom, ensuite and laundry. This can be switched on or off from the fan switch in the laundry or via the light switch in each bathroom. Ensure that if the fan in the laundry is being used to not switch off the fan when entering/leaving the bathroom.

The fans are generally very quiet and may not be heard when they are operating in each room. This is not a problem and can be easily checked by going into the main bathroom where the access hatch, and fan motor is located and listening for the fan motor noise.

- Leaving a window slightly open within the apartment slightly open will increase the air intake and efficiency of all the internal exhaust mechanisms (including kitchen range hood), and will aid to minimise any naturally occurring condensation.
- To ensure adequate air flow into the laundry exhaust, leave the laundry door open while the dryer is in use.

#### 4.17 Laundry floor waste

To ensure the water seal in the laundry floor waste does not dry out and let odours escape, each fortnight a small amount of water is required to go into the laundry floor waste. Use a container and pour approximately 600 ml of water into the floor waste.

#### 4.18 External Tiles

A pod and paver system has been used to all external balcony areas at ICONIC. This aids in maintenance of floor wastes and prevention of water ingress into apartments. Do not cover the pod and pavers with an impervious surface as this will prevent proper drainage and lead to water damage within the apartment.

To ensure good drainage and prevent a build-up of dirt or dampness around outdoor pot plants, all pots should be raised slightly off the tile surface. All pots should have a container under the pot to hold excess water. Very large, heavy pots should also be avoided, to prevent excessive loads on the pod and paver system.

The pod and paver system has the following advantages:

- No screeded base which has the potential to break down over time.
- Replacement of damaged tiles made easy.
- Waterproofing has a UV protection.
- Water can pool to underside with no risk of mould or condensation.

#### 4.19 Apartment Condensation

Condensation commonly occurs in apartment buildings, particularly in the colder months of the year. It can occur in any type of building, including brick veneer, precast, weatherboard as well as many other types of lightweight construction.



Please refer to Appendix/USB for measures of protection and prevention.

#### 4.20 Defects

The Defects Liability Period commences from the date of completion and lasts for 90 days.



#### What is a defect?

Refer to the Standards and Tolerances Guide 2017

www.fairtrading.nsw.gov.au/biz.../NSW Guide to Standards and Tolerances.pdf



#### How is a defect viewed?

Refer to the Standards and Tolerances Guide 2017

www.fairtrading.nsw.gov.au/biz.../NSW Guide to Standards and Tolerances.pdf



#### Reporting Defects (within Defects Liability Period)

Upon identification of a defect identified under the Standards and Tolerances Guide 2007, please send details of the defect through to info@wellmanstrata.com.au

Ensure the below listed details are included as a minimum:

- Subject line including the apartment address.
- A clear (not distorted) photo of the defect must accompany the email.
- The location of the defect.
- A description of any damage that has been caused as a result of the defect.
- When the defect was found and reported.
- A contact name, phone number and email address of the person reporting the defect.

If a defect is found to be damage caused as a result of the persons living in the apartment or agent of or a maintenance call due to the persons living in the apartment or agent of not maintaining the apartment then a call out fee of \$110.00 will be paid to the Builder.

A payment of \$110.00 will be paid to the Builder as a call out fee if the persons reporting the defect or agent of does not show up to the meeting time arranged by the two parties A payment of \$110.00 will be paid to the Builder as a call out fee if the persons reporting the defect or agent of does not show up to the meeting time arranged by the two parties.

If your defect relates to the following Items, you may contact the Company directly to help you with your defect:

APPLIANCES  eg. issues with the cooktop, oven, dishwasher, and rangehood	Miele	1300 4 MIELE 1300 464 353
PLUMBING eg. leaking taps, loose taps, etc	Riteflow Plumbing	0414 409 500
<b>ELECTRICAL</b> eg. faulty lights, switches, power not working	John Ayres Electrical	0467 677 191
MECHANICAL  eg. fan rattles, rangehood faults, air conditioning issues	Paul Taylor Air	0404 879 873

## Appendix A SUBCONTRACTOR AND SUPPLIER LIST

The following list of sub-contractors and suppliers has been provided for your future reference and convenience. Please note, Hamilton Marino Builders is not responsible, and cannot warrant, any future work undertaken by these trades as a result of your direct negotiations or instructions.

SUB CONTRACT	COMPANY	CONTACT DETAILS
Air Conditioning	Paul Taylor Air (Supply & Installation)	0404 879 873
Appliances Cooktop / Oven / Dishwasher / Rangehood	Miele	1300 369 744
Car Park Sliding Gates & Basement Carpark Doors	Ultraift Garage Doors	1300 736 636
Carpet	Patons Flooring	0404 038 060
Electrical	John Ayres Electrical	0467 677 191
Embedded Network	OC Energy	0419 110 206
Fire Protection	FSI Fire	0404 471 714
Stone Benchtops & Splashbacks	Riverstone Marble	0433 776 491
Lifts	Forte Lift Services	03 9417 7133
Plumber	Riteflow Plumbing	0414 409 500
Plumbing Accessories	E&S Trading	1800 429 589
Shower Screens	Trio Designs	02 9771 4000
Timber Flooring	Style Timbers	8937 4396
Tiler & Waterproofer	MTI Stone	02 9620 8330

# Appendix B FINISHES SCHEDULE

ALL AREAS			
Ceiling paint	Dulux Vivid White (PW1H9)		
General Walls	Dulux Lexicon Quarter (PN2D1)		
Wall & skirting paint	Dulux Lexicon Quarter (PN2D1)		
Lobby Walls	Dulux Lexicon Quarter (PN2D1)		
Doors & frames (Internal)	Dulux Lexicon Quarter (PN2D1)		
Doors & Frames (Front Doors)	Dulux Black (PG1A9)		
BEDROOMS			
Carpet	Godfrey Carramar Level Loop Pile (Canyon Mist – 730)		
Robe	Dark Scheme: True Grain — Colour: Cinder Light Scheme: True Grain — Colour: Biscotti		
BATHROOMS			
Ceiling paint	Dulux Vivid White (PW1H9)		
Stone Benchtop	Dark Scheme: Caesarstone — Jet Black 3100 Light Scheme: Caesarstone — Clam Shell - 4130		
Tiles	Walls — Cementa Grey Matt 900mm x 900mm  Walls — Dark — Satin Dark Chocolate 45mm x 95mm  Walls — Light — Satin White 45mm x 95mm		
Stone Benchtop	Dark Scheme: Caesarstone — Jet Black 3100 Light Scheme: Caesarstone — Clam Shell - 4130		
Splashback	Dark Scheme: Caesarstone — Jet Black 3100 Light Scheme: Caesarstone — Clam Shell - 4130		

Joinery Cabinets	Dark Scheme: True Grain — Colour: Cinder Shelf - 18mm Black Melamine. Light Scheme: True Grain — Colour: Biscotti Shelf - 18mm White Melamine.	
BALCONY		
Ceiling paint	Dulux Concrete Wash (ID323)	
Wall paint (light)	Dulux Concrete Wash (ID323)	
Tiles	Cementa Grey Textured 900mm x 900mm	

## Fixtures & Fittings Schedule

Refer to E&S Trading Commercial USB provided in Owners Pack

## **Appliances Schedule**

Refer to Miele Appliances & Fisher and Paykel Manuals in Owners Pack

# Appendix C MOVE IN / MOVE OUT FORM

Please complete the following information and email it to BGIS so as to assist Building				
Management with you	ır Move in	/ Move out. (All informatio	n shall be treated in the stricte	est
confidence)				
Apartment Address:				
Owner's Name/s:				
owner 3 Name/3.				
		TENANT INFORMATIO	N	
Tenants Name/s:				
renarios riame, s.				
Contact Number:				
oonidada wamber.				
			N.	
		REQUEST DESCRIPTION	JN	
Move In		Move Out	Delivery	
			]	
Date		Date	Date	
Loading Dock Access			Elevator Access	
Localing Dock Meeess	YES	NO	YES	NO
		-	. 20	

REMOVALIST / DELIVERY COMPANY DETAILS				
Name:				
Contact Num	ber:			
	RESIDENT DECLAR	ATION		
I understand that any damage to building or property shall be deemed my responsibility. It is my responsibility to ensure that my supplier/s have the appropriate insurances.				
Signature:		Date		

# Appendix D KEY, REMOTE, FOB ORDER FORM

Please complete the following information and email it to wellman Strata so as to assist				
Building Management ordering any replacement Keys, Remotes, Fobs, etc.				
(All information shall be	e treated in the strictest confidence)			
Apartment Address:				
Apar emerie Adar ess.				
Owner's Name/s:				
	TENANT INFORMATION			
Tenants Name/s:				
Contact Number:				
REQUE	STED ITEMS (insert number requested i	nto each box)		
Front door key	Fire stair key	Glazing key		
Proximity fob	Carpark remote	Mailbox key		

# Appendix E POSTAL ADDRESS

UNIT NUMBER	ADDRESS	UNIT NUMBER	ADDRESS
101	832 Elizabeth St, Waterloo, NSW 2017	106	836 Elizabeth St, Waterloo, NSW 2017
102	832 Elizabeth St, Waterloo, NSW 2017	107	836 Elizabeth St, Waterloo, NSW 2017
103	832 Elizabeth St, Waterloo, NSW 2017	108	836 Elizabeth St, Waterloo, NSW 2017
104	832 Elizabeth St, Waterloo, NSW 2017	109	836 Elizabeth St, Waterloo, NSW 2017
105	832 Elizabeth St, Waterloo, NSW 2017	110	836 Elizabeth St, Waterloo, NSW 2017
113	832 Elizabeth St, Waterloo, NSW 2017	111	836 Elizabeth St, Waterloo, NSW 2017
114	832 Elizabeth St, Waterloo, NSW 2017	112	836 Elizabeth St, Waterloo, NSW 2017
201	832 Elizabeth St, Waterloo, NSW 2017	207	836 Elizabeth St, Waterloo, NSW 2017
202	832 Elizabeth St, Waterloo, NSW 2017	208	836 Elizabeth St, Waterloo, NSW 2017
203	832 Elizabeth St, Waterloo, NSW 2017	209	836 Elizabeth St, Waterloo, NSW 2017
204	832 Elizabeth St, Waterloo, NSW 2017	210	836 Elizabeth St, Waterloo, NSW 2017
205	832 Elizabeth St, Waterloo, NSW 2017	211	836 Elizabeth St, Waterloo, NSW 2017
206	832 Elizabeth St, Waterloo, NSW 2017	212	836 Elizabeth St, Waterloo, NSW 2017
215	832 Elizabeth St, Waterloo, NSW 2017	213	836 Elizabeth St, Waterloo, NSW 2017

# POSTAL ADDRESS

UNIT NUMBER	ADDRESS	UNIT NUMBER	ADDRESS
216	832 Elizabeth St, Waterloo, NSW 2017	214	836 Elizabeth St, Waterloo, NSW 2017
301	832 Elizabeth St, Waterloo, NSW 2017	307	836 Elizabeth St, Waterloo, NSW 2017
302	832 Elizabeth St, Waterloo, NSW 2017	308	836 Elizabeth St, Waterloo, NSW 2017
303	832 Elizabeth St, Waterloo, NSW 2017	309	836 Elizabeth St, Waterloo, NSW 2017
304	832 Elizabeth St, Waterloo, NSW 2017	310	836 Elizabeth St, Waterloo, NSW 2017
305	832 Elizabeth St, Waterloo, NSW 2017	311	836 Elizabeth St, Waterloo, NSW 2017
306	832 Elizabeth St, Waterloo, NSW 2017	312	836 Elizabeth St, Waterloo, NSW 2017
315	832 Elizabeth St, Waterloo, NSW 2017	313	836 Elizabeth St, Waterloo, NSW 2017
316	832 Elizabeth St, Waterloo, NSW 2017	314	836 Elizabeth St, Waterloo, NSW 2017
401	832 Elizabeth St, Waterloo, NSW 2017	407	836 Elizabeth St, Waterloo, NSW 2017
402	832 Elizabeth St, Waterloo, NSW 2017	408	836 Elizabeth St, Waterloo, NSW 2017
403	832 Elizabeth St, Waterloo, NSW 2017	409	836 Elizabeth St, Waterloo, NSW 2017
404	832 Elizabeth St, Waterloo, NSW 2017	410	836 Elizabeth St, Waterloo, NSW 2017
405	832 Elizabeth St, Waterloo, NSW 2017	411	836 Elizabeth St, Waterloo, NSW 2017

# POSTAL ADDRESS

UNIT NUMBER	ADDRESS	UNIT NUMBER	ADDRESS
406	832 Elizabeth St, Waterloo, NSW 2017	412	836 Elizabeth St, Waterloo, NSW 2017
415	832 Elizabeth St, Waterloo, NSW 2017	413	836 Elizabeth St, Waterloo, NSW 2017
416	832 Elizabeth St, Waterloo, NSW 2017	414	836 Elizabeth St, Waterloo, NSW 2017
501	832 Elizabeth St, Waterloo, NSW 2017	506	836 Elizabeth St, Waterloo, NSW 2017
502	832 Elizabeth St, Waterloo, NSW 2017	507	836 Elizabeth St, Waterloo, NSW 2017
503	832 Elizabeth St, Waterloo, NSW 2017	508	836 Elizabeth St, Waterloo, NSW 2017
504	832 Elizabeth St, Waterloo, NSW 2017	509	836 Elizabeth St, Waterloo, NSW 2017
505	832 Elizabeth St, Waterloo, NSW 2017	510	836 Elizabeth St, Waterloo, NSW 2017
513	832 Elizabeth St, Waterloo, NSW 2017	511	836 Elizabeth St, Waterloo, NSW 2017
514	832 Elizabeth St, Waterloo, NSW 2017	512	836 Elizabeth St, Waterloo, NSW 2017
Tenancy 3	2 B Powell St, Waterloo, NSW 2017	Tenancy 1	838 Elizabeth St, Waterloo, NSW 2017
Tenancy 4	832 Elizabeth St, Waterloo, NSW 2017	Tenancy 2	8.4 Elizabeth St, Waterloo, NSW 2017

# Appendix F SETTLEMENT PACK CONTENTS

An Owners Pack is provided to each purchaser containing the following items:

- 1. Purchasers Manual
- 2. 2 x Security Keys
- 3. 2 x Security Fobs
- 4. 3 x mailbox keys
- 5. 2 x Remote Controls
- 6. Storage Keys (Selected apartments only)
- 7. USB containing all operation and maintenance manuals

# Appendix G DEPRECIATION SCHEDULE CONTACTS

If you require a deprecation schedule for your apartment please feel free to contact BMT, details below:

# **BMT Tax Depreciation**

Company Number: 1300 728 726

Name: Greg Rayment

Email: gregr@bmtqs.com.au

Name: Larissa Ward

Email: larrisa.ward@bmtqs.com.au

# Appendix H AS-BUILTS, WARRANTIES, O&M MANUALS

Refer to folder for all as-built drawings, schedules, specifications, reports, warranties, and operation & maintenance manuals.

# Appendix I METER NUMBERS

UNIT NUMBER	ELEC METER NUMBER	HW METER NUMBER
101	343117005098	17-15060299
102	343117005101	17-15060300
103	343117005099	17-15060302
104	343117005103	17-15060293
105	343117005100	17-15060307
106	343117005259	17-15060222
107	343117005262	17-15060224
108	343117005260	17-15060221
109	343117005263	17-15060226
110	343117005261	17-15060223
111	343117005264	17-15060301
112	343117005265	17-15060225
113	343117005225	17-15060304
114	343117005226	17-15060308
201	343117005227	17-15060306
202	343117005229	17-15060309
203	343117005232	17-15060377
204	343117005228	17-15060382
205	343117005230	17-15060310
206	343117005233	17-15060305
207	343117005266	17-15060273
208	343117005268	17-15060315
209	343117005271	17-15060316
210	343117005267	17-15060270
211	343117005269	17-15060269
212	343117005272	17-15060271

# METER NUMBERS

UNIT NUMBER	ELEC METER NUMBER	HW METER NUMBER
213	343117005270	17-15060272
214	343117005273	17-15060274
215	343117005231	17-15060381
216	343117005234	17-15060380
301	343117005235	17-15060311
302	343117005237	17-15060295
303	343117005240	17-15060314
304	343117005236	17-15060294
305	343117005238	17-15060312
306	343117005241	17-15060313
307	343117005274	17-15060298
308	343117005276	17-15060282
309	343117005279	17-15060285
310	343117005275	17-15060284
311	343117005277	17-15060281
312	343117005280	17-15060286
313	343117005278	17-15060228
314	343117005281	17-15060283
315	343117005239	17-15060296
316	343117005242	17-15060297
401	343117005243	17-15060232
402	343117005245	17-15060303
403	343117005248	17-15060276
404	343117005244	17-15060231
405	343117005246	17-15060227
406	343117005249	17-15060291

# METER NUMBERS

UNIT NUMBER	ELEC METER NUMBER	HW METER NUMBER
407	343117005282	17-15060288
408	343117005284	17-15060290
409	343117005287	17-15060287
410	343117005283	17-15060322
411	343117005285	17-15060275
412	343117005288	17-15060264
413	343117005286	17-15060230
414	343117005289	17-15060289
415	343117005247	17-15060229
416	343117005250	17-15060292
501	343117005252	17-15060263
502	343117005255	17-15060278
503	343117005253	17-15060319
504	343117005256	17-15030318
505	343117005254	17-15060317
506	343117005290	17-15060267
507	343117005293	17-15060279
508	343117005291	17-15060268
509	343117005294	17-15060266
510	343117005292	17-15060280
511	343117005295	17-15060277
512	343117005296	17-15060265
513	343117005257	17-15060321
514	343117005258	17-15060320

# Appendix J PROJECT TEAM

Refer to folder for all as-built drawings, schedules, specifications, reports, warranties, and operation & maintenance manuals.

	Hamilton Marino Builders		
Main Contractor	Level 1, Suite 4, 131 Clarence St,		
Hall Colle actor	Sydney, NSW, 2000		
	T. 02 8040 0242		
	SJB Architects		
Avalaitaat	490 Crown St,		
Architect	Surry Hills NSW 2010		
	T. 02 9380 9911		
	Mance Arraj		
	278 - 282 Church St,		
Services & Structural Engineer	Parramatta NSW 2150		
	T. 02 8897 8800		
	BCA Logic		
E. E .	Level 6, Suite 1, Clarence Street,		
Fire Engineer	Sydney, NSW, 2000		
	T. 02 9411 5360		
	Cheung Access		
A	Suite 901, 46 Market Street,		
Access Consultant	Sydney NSW 2000		
	T. 0408 627 908		
	Land Surveys		
	Unit 3, 78 Reserve Rd,		
Building Surveyor	Artarmon NSW 2064		
	T. 02 9439 6925		

# Appendix K OC ENERGY WELCOME PACK



The Owner/Occupier 830 Elizabeth Street Waterloo NSW 2017.

PO Box 7285 Melbourne, VIC 3004 1300 49 40 80 www.ocenergy.com.au

Dear Sir/Madam,

Re: Supply of Electricity, Hot Water and Gas Cooktop to "ICONIC" - 830 Elizabeth Street Waterloo NSW 2017

"ICONIC" Apartments has been built using an embedded network contracted to OC Energy Pty Ltd for the supply of electricity and hot water. To get electricity, hot water and gas cooktop connected to your apartment you will need to apply formally to OC Energy Pty Ltd for supply in one of the following ways:

- **1. On-line**: Visit our website at **www.ocenergy.com.au** and complete an application form on-line.
- 2. Print and complete the application form accompanying this letter and return to us

By email to: info@ocenergy.com.au

By post to: OC Energy Pty Ltd PO Box 7285

Melbourne, VIC 3004

The energy supply that was pre-installed at 830 Elizabeth Street was constructed as an embedded network, so that on-going network costs would be reduced and bulk-buying of energy would be possible. The benefit to the occupier or tenant is a cheaper

rate for their electricity and hot water usage than is otherwise available from other

retailers, as well as reduced common area costs.

## What is an Embedded Electrical Network?

The whole site is supplied by one connection from the local distribution network (distributor) and is metered by a 'parent' meter, which is located on the network boundary. In this situation OC Energy acts as the distributor and the retailer for the occupants. The on-site wiring and metering is required to distribute the electricity from the parent meter to the tenants and common areas and is called an Embedded Network.

## **Benefits of Embedded Network**

An embedded network enables electricity to be supplied to the site more efficiently.

OC Energy uses the operational savings and reduced ongoing costs to provide savings to Occupiers/Tenants on their usage charges (usually 10%-20%), to reduce the cost of common area and other energy expenses, and recover the costs of establishing the infrastructure.

## **Hot Water Supply**

OC Energy Pty Ltd also operate the hot water for the site. This is done through the hot water plant serviced by the Owners Corporation where all hot water for address is drawn from. From there, each apartment is individually metered to ensure occupiers/tenants are only paying for the hot water they use. This is the same process as the on-selling of electricity.

# What is the role of OC Energy?

OC Energy Pty Ltd are specialists in embedded networks. We were engaged by the Owners Corporation to manage the meter reading, billing, reconciliations and customer relations so that the embedded network is conducted professionally. Payment by Occupiers/Tenants for their energy usage is made directly to OC Energy via a wide range of methods.

# What is different for Occupiers/Tenants?

Not much changes except your invoices are issued by OC Energy Pty Ltd and you will save money. The OC Energy offer is generally the best available offer for your situation and the embedded network provides cheaper electricity and superior customer service to you as Occupiers/Tenants. However, customers have the right to choose their own electricity retailer due to market deregulation. Your consumer rights are covered by the Energy Retail Code.

For further information on OC Energy, please visit our website at <a href="https://www.ocenergy.com.au">www.ocenergy.com.au</a> or call 1300 49 40 80.

Yours faithfully,

## **OC ENERGY PTY LTD**

# **Frequently Asked Questions**



## Who is OC Energy?

OC Energy is a specialist supplier of electricity to multi-unit high rise developments. We operate a number of embedded networks across Australia and we are continuing to grow.

OC Energy purchases energy at the point of supply to the embedded network. This enables lower energy costs compared to what is available from other retailers.

#### What is an embedded network?

An embedded network is a formalised arrangement providing consumers within the embedded network to purchase cheaper (bulk) electricity.

#### How often will I receive bills from OC Energy?

OC Energy issues bills every 2 months. Your OC Energy bill will state the date of the next scheduled meter reading for your apartment. You can expect to receive your OC Energy bill 1 to 2 weeks after the date of the meter reading. Bills will always be based on actual meter reads, never estimates.

#### What tariff am I on?

The most obvious place to find your tariff is on your most recent bill. If you need assistance, please call us on 1300 49 40 80 or email us at <a href="mailto:info@ocenergy.com.au">info@ocenergy.com.au</a> – don't forget to include your address and account details.

#### How can I pay my OC Energy bill?

OC Energy offers a range of payment options, including:

Credit/Debit card: Please call 1300 49 40 80 or visit www.ocenergy.com.au

BPAY: Please refer to invoice for Biller Code and your customer reference number.

Pay in Person: By attending any Australia Post Office outlet and using the barcode provided on your bill.

<u>Cheque/Money Order</u>: Mail your cheque or money order (payable to OC Energy Pty Ltd) together with the payment slip from your bill to:

OC Energy Pty Ltd PO Box 7285 Melbourne Vic 3004

Further payment information can be found on OC Energy invoices.

OC Energy Pty Ltd ABN 62 144 655 514 T 1300 49 40 80 F 03 8888 7978 info@ocenergy.com.au W www.ocenergy.com.au PO Box 7285, Melbourne Vic 3004

112011

#### What should I do if there is an interruption to my electricity supply?

Energy providers do their best to ensure interruptions do not occur, but from time to time something may happen that affects your power supply. Such interruptions can be caused by storms, heat waves or work being done in your area.

Your first step should be to check whether the problem with your electricity supply is limited to your apartment – do your neighbours have power, and is there power to the common areas? If the outage is confined to your apartment, please check that all of the switches in the switchboard in your apartment are in the "on" position and/or contact your preferred electrician for assistance.

If the interruption extends to your neighbours and the common property you should contact Ausgrid, your local distributor, on 13 13 88 for information about the status of your power supply.

Ausgrid's website (<a href="http://www.ausgrid.com.au/">http://www.ausgrid.com.au/</a>) also contains frequently updated information on current outages in your area.

#### I am renting out my apartment - what do I need to do?

Please ensure that the incoming tenant and your managing agent are aware that OC Energy operates the embedded network for the development.

Your tenant will need to provide us with certain information in order to enable the electricity account to be transferred into their name. This information can be provided via the connection form available at our website at <a href="www.ocenergy.com.au">www.ocenergy.com.au</a>. Alternatively, your tenant can contact us directly by calling 1300 49 40 80 or by email to info@ocenergy.com.au.

## What should I do if I'm moving out of my apartment?

As soon as possible, please notify us of the date you intend to move by filling out and returning to us the disconnection form available on our website at <a href="https://www.ocenergy.com.au">www.ocenergy.com.au</a>. You must ensure that a forwarding address is provided to us prior to moving out of your apartment. We will then arrange for a meter reading to be undertaken and for a final bill to be issued to you.

# What should I do if I need life support equipment?

If you or somebody else living with you uses life support equipment at your property, you must register with us. To register, you will need to call us on 1300 49 40 80 so that we can send you our Life Support Certification form and have a registered medical practitioner verify it. You should let us know when the life support equipment is no longer required at your property.

#### Am I entitled to a concession on my OC Energy bill?

Depending on your individual circumstances you may be entitled to a concession on your electricity account. Concessions may be available to customers holding an eligible Pensioner Card, Healthcare Card or Goldcard on behalf of the DHS/DVA. To claim the concession, you will need to submit a Low-Income Household Rebate to the Department of Industry Resources and Energy. The form can be obtained from the Department's website at <a href="https://www.resourcesandenergy.nsw.gov.au">www.resourcesandenergy.nsw.gov.au</a>

# Residential Energy Supply Agreement

By entering into this agreement, constituted by the market retail contract and this residential electricity supply agreement, you agree to OC Energy managing the supply of electricity to your property. Please complete this form in black ink using capital letters, then sign and return it to OC Energy by: EMAIL: info@ocenergy.com.au POST: PO Box 7285, Melbourne Vic 3004



Customer Details	Other
First Name Middle Name	Business Name
Surname Date of Birth (dd-mm-	yy) ABN Business Phone
Drivers Licence Number State	Passport No. Country of issue
Drivers Licence number State	assport to.
email	Home Phone Mobile Phone
Your monthly accounts will be emailed to you.	☐ I require next business day connection (additional fees apply).
Do you also require bills to be posted to you? $\hfill \square$ Yes $\hfill \square$ No	We must receive this agreement, properly completed and signed, by 12 noon on the business day prior.
Do you require electricity for life support reasons? $\hfill \bigcirc$ Yes $\hfill \bigcirc$ No	Preferred Commence Date (dd-mm-yy)
Property (Supply Address)	
Property Owner Property Tenant	
Unit Street	Suburb State Postcode
Postal Address (Only if different from Supply Address and you red	
Unit Street	Suburb State Postcode
Leasing Agent Tenants must complete Leasing Agent information Company	Contact Person Phone
Address Suburb	State Postcode email
Credit Card Details (for security purposes)  Mastercard	○ Visa *We do not accept Amex, Diners Club or Debit Cards
I agree that if an outstanding bill amount is more than 30 days overdicharging to my credit card the total overdue amount.	ue from the due date for payment, then I agree to OC Energy Pty Ltd
This authority continues until payment in full of my/our last bill issue	ed after I/we have given a disconnection notice under clause 5.2 of this
agreement. Credit card No.	Card expiry (mm/yy) CVC
Name on card	Signature
Declaration	0.
☐ I/We acknowledge that I/we have read and understood OC Energy's market retail contract available on OC Energy's	Signature
website and agree to be bounded by those terms.  Date	Print Name

OC Energy Pty Ltd ABN 62 144 655 514 T 1300 49 40 80 E info@ocenergy.com.au www.ocenergy.com.au

Direct Debit Application Form	
Customer Account No. (If known)  Note, this form must be filled and returned to OC Energy Pty Ltd along with your Services Application form Supply Address	œenergy
Tenant 1 Tenant 2	
Unit No.  Building  Street  Suburb	State Postcode
DIRECT DEBIT REQUEST  Note: Direct Debit is not available from all account types; please check with your properties of the properties of t	ur bank/financial institution.
Name of Financial Institution Branch	
Account in the name of:	
Account details:  Cheque Savings BSB Account Number Account Number  1. I/we authorise OC Energy Pty Ltd (the debit user) to debit the monthly invoiced amount from the account detailed in the schedule above invoice.  2. I/we understand that disputes must be raised (in writing) no less than 5 days prior to the direct debit date in the event that I/we dispute t failure to notify within this time frame may result in the debit occurring as scheduled.  3. I/we authorise and request that this Debit User Request remains in force until canceled, deferred or otherwise altered in accordance with I/we have read and understood the Service Agreement attached and agree to its terms.  5. I/we agree that an electronic reproduction of this document, or any other information in this document, will have the same legal effect as	the invoiced amount, and that
Please ensure that account details are correct and that this request is signed by the required number of authorised signatories.  Date Signature Signature	
OR CREDIT CARD DETAILS	
MC Visa Credit Card No: Expir	ry Date
Date Signature	
Direct Debit Service Agreement	
In OC Energy Pty Ltd ABN 62 144 655 514 User ID 465 134 (Debit User) will initiate Direct Debit payments on the date indicated as the "Parelectricity bill. This will be 14 days from the date that the bill was issued, or later as indicated in item 8 below.  2. Direct payments will be made when due. OC Energy Pty Ltd will not issue individual confirmation of payments made.  3. OC Energy Pty Ltd will give the customer at least 14 days written notice if OC Energy Pty Ltd proposes to vary the details of this arrange of payments. A Dishonor Fee of \$25.00 excluding GST is payable on any Direct Debit diphonor.  4. Direct Debiting is not available on the full range of accounts at all financial institutions. If in doubt, the customer should check with the financount is held.  5. The customer should ensure that account details given in the schedule are correct by checking against a recent statement from the financount is held.  You must notify OC Energy Pty Ltd if the nominated bank account or credit card account has been closed and provide details of the replace 6. By signing the Direct Debit Application, the customer warrants and represents that he/she/they, is/are duly authorised to request debitin the Schedule.  7. Is the customer's responsibility to have sufficient funds in the account to be debited to enable debit payments to be made in accordance 8. If a direct debit is returned unpaid, the customer may be charged a fee for each unpaid item and any fees incurred by OC Energy Pty Ltd 10. Except to the extent that disclosure is necessary in order to process direct payments, investigate and resolve disputed transactions of Energy Pty Ltd will keep details of the account and debit payments confidential.  11. Please direct any queries or questions regarding this Direct Debit arrangement, or where you consider that a Direct Debit has been mad Ltd Customer Service Team on or your financial institution.	ement, including the frequency nancial institution at which the notal institution at which the ament account/s.  If from the accounts described in with the Direct Debit Authority.  If you have the passed on to you, or is otherwise required by law,
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ICONIC OWNER'S MANUAL

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Instrument setting out the details of by-laws to be created upon registration of a strata plan

# **BY-LAWS**

# Iconic Elizabeth Street Waterloo

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#### **BY-LAW 1: NOISE**

 An owner or occupier of a lot or any invitee of an owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

## **BY-LAW 2: VEHICLES**

 An Owner or Occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the Owners Corporation.

# **BY-LAW 3: OBSTRUCTION OF COMMON PROPERTY**

3. An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

## BY-LAW 4: DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

- 4. An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation:
  - 4(a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property; or
  - 4(b) Use for his or her own purposes as a garden any portion of the common property.

## **BY-LAW 5: DAMAGE TO COMMON PROPERTY**

- 5(1). An owner or occupier of a lot must not damage or deface, any structure that forms part of the common property except with the written approval of the Owners Corporation.
- 5(2). An approval given by the Owners Corporation under Sub-clause (1) cannot authorise any additions to the common property.

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- 5(3). This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot;
  - (b) Any screen or other device to prevent entry of animals or insects on the lot:
  - (c) Any structure or device to prevent harm to children; or
  - (d) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 5(4). Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5(5). The owner of a lot must:
  - (a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot; and
  - (b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in Sub-clause (3) that forms part of the common property and that services the lot.

## BY-LAW 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.

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#### BY-LAW 7: CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

7. 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, pool, barbeque, gym, car parking area or other area of possible danger or hazard to children.

## **BY-LAW 8: BEHAVIOUR OF INVITEES**

8. 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.

# BY-LAW 9: DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

9. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

#### **BY-LAW 10: HANGING OUT OF WASHING**

- 10(1). An owner or occupier of a lot may hang any washing on any lines provided by the Owners Corporation for that purpose. Such washing may only by hung for a reasonable period, but such a period is not to exceed 24 hours at a time.
- 10(2). An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 10(3). An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the Owners Corporation.
- 10(4). In this clause:

Washing includes any clothing, towel, bedding or other article of a similar type.

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# **BY-LAW 11: PRESERVATION OF FIRE SAFETY**

11. The 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 parcel or to reduce the level of fire safety in the lots or common property.

#### **BY-LAW 12: CLEANING WINDOWS AND DOORS**

- 12(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.
- 12(2). The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

# BY-LAW 13: STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 13(1). An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 13(2). This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

# BY-LAW 14: MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

14(1). An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

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- 14(2). An Owners Corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property in a specified manner.
- 14(3). If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

## **BY-LAW 15: CHANGES TO FLOOR COVERINGS AND SURFACES**

- 15(1). An owner or occupier of Lots 5 to 126 must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- 15(2) This by law does not affect any requirement under any law to obtain a consent to, approval for any other authorisation for the changing of the floor covering or surface concerned.

#### **BY-LAW 16: FLOOR COVERINGS**

- 16(1). The owners of Lots 5 to 126 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.
- 16(2). This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

# **BY-LAW 17: GARBAGE DISPOSAL**

- 17(1). An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) Must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered.

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- (b) Must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines.
- (c) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected.
- (d) When the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in Paragraph (a).
- (e) Must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (f) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 17(2). Sub-clause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- 17(3). An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - (a) Must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines.
  - (b) Must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

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17(4). Sub-clause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

#### **BY-LAW 18: KEEPING OF ANIMALS**

- 18(1). An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the Owners Corporation written notice that it is being kept on the lot.
- 18(2). The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- 18(3). If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - (a) Keep the animal within the lot.
  - (b) Supervise the animal when it is on the common property.
  - (c) Take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### **BY-LAW 19: APPEARANCE OF LOT**

- 19(1). The owner or occupier of a lot must not, except with the prior written approval 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.
- 19(2). This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

#### BY-LAW 20: CHANGE IN USE OF LOT TO BE NOTIFIED

20(1). An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot or results in the lot being used for commercial or industrial purposes rather than residential purposes).

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#### **BY-LAW 21: PREVENTION OF HAZARDS**

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

#### **BY-LAW 22: PROVISION OF AMENITIES OR SERVICES**

- 22(1). The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of the lots:
  - (a) Security services.
  - (b) Promotional services
  - (c) Advertising
  - (d) Commercial cleaning
  - (e) Domestic services
  - (f) Garbage disposal and recycling services
  - (g) Electricity, water or gas supply
  - (h) Telecommunication services (for example, cable television)
- 22(2). If the Owners Corporation makes a resolution referred to in Sub-clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

#### BY-LAW 23: COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

- 23(1). The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited.
- 23(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

# BY-LAW 24: SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

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

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#### **BY-LAW 25: MAINTENANCE OF THE BUILDING**

25. Unless otherwise specified in these by-laws, the responsibility for maintenance of components of the building will be as stipulated in the Common Property – Memorandum referred to in Section 107 of the Strata Schemes Management Act. Any item of common property not mentioned in the said memorandum is to be maintained by the Owners Corporation.

#### **BY-LAW 26: ROOF TOP POOLS AND SPAS**

Notwithstanding By-law 25, the owners for the time being of Lots 63 to 73 inclusive have the responsibility to meet the cost of the operation, maintenance and, when necessary, the replacement of the several works specified in this by-law.

In this by-law the expression "the several works" shall mean:

26(1). The structure which forms the swimming pool in each of the respective Lots Numbered 63 to 73 inclusive together with the associated equipment such as filtration system, water supply system, electrical system and the cleaning system for the swimming pool as well as any decking which surrounds the pool. As well as the structure which forms the spa and its associated infrastructure.

The Terms and Conditions are:

- (a) The several works are to be kept in a good state of order and repair.
- (b) All costs of operation, maintenance, repair and replacement of the several works and any common property to which the installation is attached, shall be paid by the respective owner for the time being of Lots 63 to 73 inclusive.
- (c) The relevant owner for the time being of Lots 63 to 73 inclusive shall keep the several works within the respective lot in such a state of good order and repair to ensure that no rust stains emanating there from affect any common property.

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- (d) In the event of the several works within a lot falling into a state of disrepair or into a state, which adversely affects any part of the common property, the relevant owner of the respective Lots 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, or 73 for the time being will, if called upon by the Owners Corporation, replace the necessary several works, carry out all repairs and maintenance deemed necessary by the Owners Corporation or by any consultants engaged by or on behalf of the Owners Corporation, provided always that if the said owner for the time being does not undertake the restoration work within a reasonable time of being notified to do so by the Owners Corporation, the Owner Corporation after giving notice of its intention so to do, may engage a builder and / or trades people to carry out the appropriate work. The said owner for the time being will pay on demand the costs incurred by the Owners Corporation in carrying out such work.
- (e) In the event that Lot 67 is subdivided to create additional lots, then those lots are to be subject to this by-law.

#### **BY-LAW 27: LEVEL 5 SOUTHERN LIFT**

- 27(1). A common property lift is situated in northern lobby of Level 5 and provides access for the occupants of the seven apartments, whose access is via the northern lobby, to the roof of the building. The lift is to be used to provide access that part of each lot which is situated on the roof level.
- 27(2). In the by-law the expression "the several works" shall mean:
  - (a) The lift and the lift well, the machinery used to operate the lift, the electrical infrastructure to provide power to the lift and any telecommunication system for the lift.
- 27(3). Lots 68, 69, 70, 71, 72 and Lot 67, have the exclusive use of the serval works.
- 27(4). The costs related to the operation, maintenance and replacement of the several works will be met by the owners for the time being of Lots 68, 69, 70, 71, 72 and Lot 67 based on the following apportionment percentages:

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LOT	PERCENTAGE OF COSTS
68	8%
69	8%
70	16%
71	16%
72	16%
67	36%

27(5). When Lot 67 is subdivided, the apportionment costs will be:

LOT	PERCENTAGE OF COSTS
68	8%
69	8%
70	16%
71	16%
72	16%
74	20%
76	16%

27(6). The Owners Corporation will provide the management services required to operate the lift as if the lift was not subject to this by-law.

## **BY-LAW 28: LEVEL 5 NORTHERN LIFT**

- 28(1). A common property lift is situated in northern lobby of Level 5 and provides access for the occupants of the seven apartments, whose access is via the northern lobby, to the roof of the building. The lift is to be used to provide access that part of each lot which is situated on the roof level.
- 28(2). In the by-law the expression "the several works" shall mean:
  - (a) The lift and the lift well, the machinery used to operate the lift, the electrical infrastructure to provide power to the lift and any telecommunication system for the lift.
- 28(3). Lots 63, 64, 65, 66, 73 and Lot 67, have the exclusive use of the several works.

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28(4). The costs related to the operation, maintenance and replacement of the several works will be met by the owners for the time being of Lots 63, 64, 65, 66, 73 and Lot 67 based on the following apportionment percentages:

LOT	PERCENTAGE OF COSTS
63	20%
64	20%
65	7%
66	7%
73	13%
67	33%

28(5). When Lot 67 is subdivided, apportionment costs will be:

LOT	PERCENTAGE OF COSTS
63	20%
64	20%
65	7%
66	7%
73	13%
75	20%
77	13%

28(6). The Owners Corporation will provide the management services required to operate the lift as if the lift was not subject to this by-law.

#### **BY-LAW 29: LEVEL 1 TERRACE**

- 29. The owners and occupiers shall be entitled to use the terrace located on Level 1 subject to the following terms and conditions:
  - (a) The terrace can only be used for passive and quiet recreation.
  - (b) The terrace may only be used between the hours of 8:00am and 9:00pm or other hours nominated by the Executive Committee.
  - (c) Every person who uses the terrace must abide by By-laws 6, 7, 8 and 9.
  - (d) No social gatherings or social entertainment can occur on the terrace.

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#### **BY-LAW 30: STORAGE CAGES**

- 30. The owner for the time being of each lot, the number of which appears in the first column of the first schedule to this by-law, shall have the right to the exclusive use of that part of the common property as a storage cage, the designation of which appears in the second column of the first schedule opposite each respective lot number, and which location is identified on the plans in the second schedule to this by-law subject to the following conditions:
  - (a) An owner or occupier of a lot must not store any flammable chemical, liquid or gas or other flammable material in a storage cage.
  - (b) An owner or occupier of a lot must not store any perishable foods in a storage cage.
  - (c) The owner for the time being of the lot to which the right is granted shall not lease, let or part with possession of the storage cage.
  - (d) The Owners Corporation shall not be responsible or liable for any theft of items from a storage cage howsoever occurring nor shall the Owners Corporation be responsible for any damage that items may sustain while stored in a storage cage.

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# SCHEDULE 1

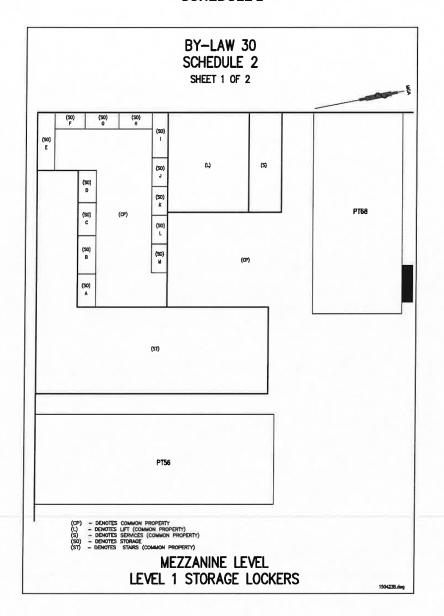
# **FIRST COLUMN**

# **SECOND COLUMN**

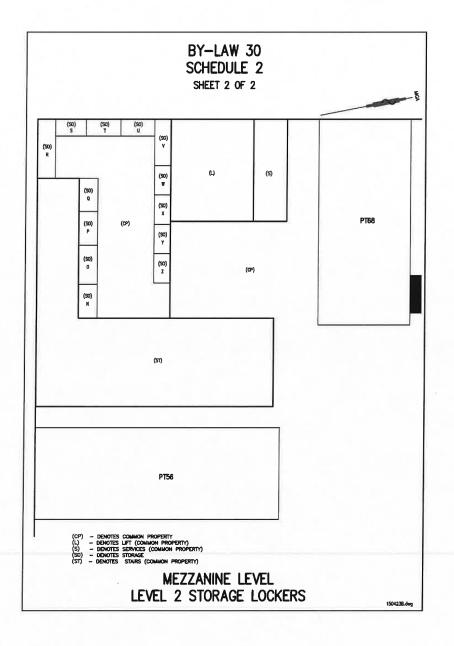
LOT NO.	STORAGE CAGE REFERENCE		
4	A		
5	В		
6	С		
7	D		
10	E		
17	F		
18	G		
20	Н		
21			
22	J		
23	K		
24	L		
33	M		
34	N		
35	0		
37	P		
38	Q		
40	R		
42	S		
49	T		
51	U		
52	V		
53	W		
54	X		
55	Y		
56	Z		

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# **SCHEDULE 2**



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#### **BY-LAW 31: COSMETIC WORKS AND MINOR RENOVATIONS**

#### 31(1). Cosmetic Work:

An owner of a lot who undertakes, or proposes to undertake Building Works that are "cosmetic work" within the meaning of Section 109 of the Management Act:

- (a) Must, prior to undertaking those Building Works, provide written notice to the Owners Corporation, including the following:
  - Details of the works, including copies of any documents describing the work;
  - ii) Duration and times of the works;
  - iii) Details of the persons carrying out the works, including qualifications to carry out the works; and
  - iv) Arrangements to manage any resulting rubbish or debris.
- (b) Must comply, and those Building Works must comply, with the Building Works Conditions.

## 31(2). Minor Renovations:

An owner of a lot who undertakes, or proposes to undertake, Building Works that are "minor renovations" within the meaning of Section 110 of the Management Act:

- (a) Must comply with their obligations under that section.
- (b) Must comply, and those Building Works must comply, with the Building Works Conditions.

# 31(3). Delegation of Functions:

Within the meaning of Section 110(6)(b) of the Management Act, the Owners Corporation delegates its functions under Section 110 of that Act to the Strata Committee.

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## 31(4). Additional Work that is to be a Minor Renovation:

For the purposes of Section 110(6)(a) of the Management Act, the following work is to be a minor renovation for the purposes of Section 110 of that Act:

(a) Replacement or renovation of a ceiling.

## **BY-LAW 32: METHODS AND PROCEDURES**

- 32(1). In relation to any right granted to a person hereunder, that person must:
  - (a) Obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right.
  - (b) Provide a copy of any such approvals to the Owners Corporation.
  - (c) In the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the Owners Corporation before doing (or omitting to do) that thing.
  - (d) Provide a copy to the Owners Corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

#### 32(2). **Consents:**

Despite anything herein the Owners Corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

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## 32(3). **Bond:**

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

- (a) Is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
  - i) As reasonably determined from time to time by the Owners Corporation; or
  - ii) In the absence of such a determination, the amount of \$500.00.
- (b) Is payable to the Owners Corporation prior to the secured obligation arising and, if the Owners Corporation reasonably directs, in the manner so directed by it from time to time.
- (c) May be applied by the Owners Corporation against any liability or debt of that person to the Owners Corporation, including without limitation a debt arising under Section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation.
- (d) Must be returned by the Owners Corporation to that person after the expiry of one month following the satisfaction or ending of the secured obligation, less any amount deducted by the Owners Corporation in accordance herewith.

# 32(4). Acting Through Others:

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) Will not by reason only of so doing be released from that obligation or release that right.
- (b) Is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

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# 32(5). Liability for Occupiers and Invitees:

Except as Otherwise Provided Herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

### 32(6). Exercise of Care, Skill and Compliance with Law:

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) Exercise due care and skill.
- (b) Do so in accordance with any applicable law.

### 32(7). Obligation to do Work to Remedy Breach:

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) Comply with the obligation breached.
- (b) Repair any damage caused to the property.
- (c) Clean any rubbish, dirt, debris, or staining caused to the property.
- (d) Rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property.
- (e) Remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

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For the purposes of this Clause 31(7) a reference to property includes the common property or personal property vested in the Owners Corporation.

# 32(8). Conditions Attaching to Remedial Work:

An owner or occupier of a lot who is required to do work under Clause 31(7) must, except as may be provided otherwise herein:

- (a) Prior to undertaking such work, and upon completion of the work, notify the Owners Corporation in writing.
- (b) Ensure that such work is done within one week from the breach requiring remediation, except to the extent otherwise provided herein.
- (c) Ensure that such work is done:
  - i) In accordance with any applicable law and any other applicable requirement hereof; and
  - ii) In a proper and workmanlike manner and exercising due care and skill.

**Note:** If an owner or occupier of a lot fails to do work hereunder, the Owners Corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

## 32(9). Power to Carry Out Work and Recover Costs:

Within the meaning of Section 120 of the Management Act, if:

- (a) Work is required to be carried out by an owner or occupier of a lot under a term or condition hereof.
- (b) That owner or occupier fails to carry out that work.

Then the Owners Corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

# 32(10). Application of the Civil Liability Act 2002:

(a) Owners and occupiers of lots acknowledge and agree that:

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- The provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by Section 3A(2) of that Act; and
- ii) to the extent permitted by law, that Act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

### **Definitions and Interpretation:**

### 1.1 Interpretation:

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

- (a) The terms "herein", "hereunder", "hereof", and "herewith" mean, respectively, in, under, of and with this by-law.
- (b) The singular includes the plural and vice versa.
- (c) Headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws.
- (d) A reference to a document, includes any amendment, replacement or novation of it.
- (e) Where any word or phrase is given a definite meaning, any part of speech or grammatical form of the word or phrase has a corresponding meaning.
- (f) Any reference to legislation includes any amending or replacing legislation.
- (g) Where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation".
- (h) Where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time.

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- (i) Any reference to legislation includes any subordinate legislation or other instrument created thereunder.
- (j) Where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally.
- (k) Where an obligation is imposed on a "person" hereunder, "person" does not include the Owners Corporation unless expressly provided otherwise.
- (I) A term defined in the Management Act or Development Act will have the same meaning.

# 1.2 Functions of the Owners Corporation:

- (a) Without limiting its other functions, the Owners Corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the Owners Corporation limits or restricts any other right or remedy of the Owners Corporation arising under any other provision of the bylaws of the Strata Scheme or otherwise at law.

# 1.3 Severability:

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another bylaw of the Strata Scheme, the provisions herein prevail to the extent of that inconsistency.

## 1.4 **Definitions:**

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

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### Approval means:

- (a) An approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority.
- (b) A development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979.
- (c) A "Part 4A Certificate" within the meaning of Section 109C of the Environmental Planning and Assessment Act 1979.
- (d) Any order, direction or other requirement given or made by an Authority.
- (e) An order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979.
- (f) An order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993.

### Authority means:

- (a) Any Commonwealth, State or local government, semigovernment, 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.
- (d) An authorised fire officer within the meaning of Section 121ZC of the Environmental Planning and Assessment Act 1979.

**Building Works Conditions** means the provisions of Annexure A.

**Building Works** has the meaning given to it in the Building Works Conditions.

**Common Property** means the common property in the Strata Scheme.

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Development Act means the Strata Schemes Development Act 2015.

Management Act means the Strata Schemes Management Act 2015.

# Occupier means:

- (a) The occupier of a lot, but only in relation to the lot occupied by that occupier.
- (b) Where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot.
- (c) Where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally.

#### Owner means:

- (a) The owner of a lot, but only in relation to the lot owned by that owner.
- (b) Where there is more than one owner of that lot, means those owners, jointly and severally, but only in relation to that lot.
- (c) Where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally.

**Owners Corporation** means the Owners Corporation created on registration of the strata plan.

Strata Plan means Strata Plan Number 96564.

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

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## **Annexure A Building Works Conditions**

# 1. Building Works Conditions

# 1.1 General Conditions Applying to Building Works:

**Building Works must:** 

- (a) Be carried out in accordance with and comply with any applicable law or Approval.
- (b) Be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so.
- (c) Comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes.
- (d) Be fit for their purpose.
- (e) Only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar.
- (f) Be carried out with due diligence and expedition and within a reasonable time.
- (g) Cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel.
- (h) In any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the Owners Corporation.
- (i) Except as otherwise approved by the Owners Corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday.
- (j) Not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder.
- (k) Not adversely affect the structure or support of the parcel.

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- (I) Not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection.
- (m) Not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

### 1.2 Connection to Services:

Except as otherwise approved in writing by the Owners Corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

### 1.3 Cleanliness, Protection and Rectification You Must:

- (a) Ensure the parcel is adequately protected from damage that may be caused by Building Works.
- (b) Ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works.
- (c) If Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

#### 1.4 Bond:

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

### 1.5 Plans and Specifications:

If the Owners Corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the Owners Corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the Owners Corporation before that element of those Building Works is undertaken.

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# 1.6 Insurance:

You must affect and maintain the following insurance (or ensure the same is affected and maintained):

- (a) Any insurance required by law in connection with Building Works.
- (b) Contractors all-risk insurance (including public liability insurance to a limit of not less than per event) in respect of the conduct of the Building Works naming the Owners Corporation as a beneficiary.

# 1.7 Ownership of Works:

Building works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

# 1.8 **Definitions:**

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979.

**Building Works** means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) Ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services.
- (b) As the context may require, a reference to the result of those building works and related products and services being done and supplied.

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time.

**You** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions

**Your** has a corresponding meaning to You.

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# **Executions**

<b>Executed</b>	by	<b>MGT</b>	1	Pty	Ltd
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(ABN: 90 157 854 665 in accordance with Section 127(1) of the Corporations Act 2001 (Cth) by authority of its Directors:

Signature of Director

Name of Director (BLOCK LETTERS)

Signature of Director

Name of Director (BLOCK LETTERS)

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# **Executions (cont.)**

Executed by Thirdi Iconic Pty Ltd (ABN: 50 640 956 090) in accordance with ) Section 127(1) of the Corporations Act ) 2001 (Cth) by authority of its Directors:	
Signature of Director Sole Director	Signature of Director
LINALD NANN	Name of Director (BLOCK LETTERS)

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Executions (cont.)				
SIGNED FOR AND ON BEHALF OF NATIONAL AUSTRALIA BANK PTY 1 LTD (ABN: 12 004 044 937) by its 1 Attorney under Power of Attorney Book (10) No. 3 9	2			
Signature of Attorney	Signature of Witness			
DANIEL MILLAR NAB Corporate Property NSW Associate Director	KEVIN KIM ASSOCIATE			
Name of Attorney in Full (please print)	Name of Witness in Full (please print)			
As so Clare pinetron  Position of Attorney (please print)				