

STRATA PLAN 75058

BY-LAWS

**8 GLEN STREET
MILSONS POINT NSW 2061**

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STRATA PLAN 75058

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1. - Noise

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

2. - Vehicles

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

3. - Obstruction of common property

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

4. - Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5. - Damage to common property

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.2 An approval given by the Owners Corporation under clause 5.1 cannot authorise any additions to the common property.

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
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

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 Despite section 62, 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 by-law 5.3 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 by-law 5.3 that forms part of the common property and that services the lot.

6. - Behaviour of owners and occupiers

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

7. - Children playing on common property in building

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

8. - Behaviour of invitees

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

9. - Depositing rubbish and other material on common property

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

10. - Drying of laundry items

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

11. - Repealed

12. - Storage of inflammable liquids and other substances and materials

12.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 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.

13. - Moving furniture and other objects on or through common property

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to allow a representative to be present at the time when the owner or occupier does so.

14. - Floor coverings

14.1 An owner of a lot must ensure that any floor space within the lot that is covered with hard surfaces, such as tiles or parquetry 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.

15. - Garbage disposal

15.1 Owner and occupiers of lots must:

- (a) dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the common property;
- (b) ensure that before refuse is placed in any garbage chute or receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
- (d) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage; and
- (e) comply with all requirements of North Sydney Council and any other relevant authority regarding storage, collection and removal of waste.

16. - Keeping of animals

16.1 Subject to section 49(4), owners or occupiers of lots 1 to 69 incl. must not keep any animal (except one cat or one small dog or small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.

16.2 Subject to section 49(4), owners or occupiers of lots 70 to 75 incl. may keep two animals (being cats, small dogs or small caged birds or fish kept in a secure aquarium on the lot) on the lot or the common property.

16.3 If an owner or occupier of a lot keeps an animal on the lot, then the owner or occupier must:

- (a) notify the Owners Corporation that the animal is kept on the lot; and
- (b) keep the animal within the lot; and
- (c) carry the animal when it is on the common property;
- (d) take any necessary action to ensure that the animal is sufficiently quiet so as not to disturb the quiet enjoyment of neighbours; and
- (e) take any action that is necessary to clean all areas of the lot or the common property that are soiled or damaged by the animal.

17. - Appearance of lot

17.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

17.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as prohibited by by-law 10.

18. - Notice-board

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

19. - Change in use of lot to be notified

19.1 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).

19.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the requirements of all competent authorities, these by-laws and the Strata Management Statement.

20. - Use of carparking spaces

20.1 An owner or occupier of a lot can only use the carparking space/s attached to his or her lot (if any) for the purpose of parking motor vehicles.

20.2 An owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short-term basis.

20.3 The Owners Corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by by-law 20.2.

20.4 The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 20.2.

21. - Carstackers

21.1 The owners for the time being of any lots whose carparking spaces contain mechanical carstackers have the exclusive use and enjoyment of the common property mechanical carstacking equipment located within their lots.

21.2 The Owners Corporation must at its cost insure any mechanical carstacking equipment whether located within lots or within common property and must establish a contract for the repair, replacement service and maintenance of all carstackers installed within carparking spaces in the Building to ensure that the carstacking equipment is in a good and serviceable condition and in working order at all times

22. - Curtains

Any curtain or blind in a window or door, which faces public or common areas, must have a backing coloured white or beige unless otherwise authorised in writing by the Owners Corporation.

23. - Air conditioning in the strata scheme

23.1 The owner of each lot has:

(a) a special privilege to connect to and use the common property condenser water and distribution system; and

(b) exclusive use and enjoyment of the common property air conditioning water cooling plant exclusively servicing their lot. Air conditioning water cooling plant includes pipes, wires, cables, ducts, cooling towers, pumps and fans.

23.2 Each owner must:

- (a) maintain and repair the air conditioning plant which exclusively services his or her lot;
- (b) reimburse the Owners Corporation for maintenance, repair of or replacement of any air conditioning plant which exclusively services his or her lot carried out by the Owners Corporation;
- (c) give the Owners Corporation access to his or her lot to maintain, repair or replace air conditioning plant;
- (d) pay the Owners Corporation for the cost of provision of condenser water on a unit entitlement basis.

23.3 The Owners Corporation must:

- (a) operate, maintain, repair and replace air conditioning plant located on common property (including plant which is for the exclusive use of a lot); and
- (b) give owners and occupiers regular accounts for their costs under this by-law.

23.4 The Owners Corporation may enter into maintenance agreements with third party specialists for the maintenance and repair of air conditioning plant.

23.5 The Owners Corporation may discontinue the supply of condenser water to an owner's lot if the owner has not paid the Owners Corporation's costs under this by-law. The Owners Corporation does not have to reinstate the condenser water supply until the owner or occupier pays the costs.

24. - Hot water systems

24.1 The owner of each lot has a special privilege to connect to and use the common property hot water system.

24.2 Each owner or occupier must

- (a) pay the Owners Corporation according to regular accounts issued by the Owners Corporation that are based on metered readings or pay these accounts direct to AGL Gas Company Limited (**AGL**); and
- (b) give the Owners Corporation access to his or her lot to read any hot water meters located in the lot.

24.3 The Owners Corporation must:

- (a) operate, maintain, repair and replace the hot water system; and
- (b) give owners and occupiers regular accounts for their costs under this by-law.

24.4 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

24.5 The Owners Corporation may discontinue the hot water service to an owner's lot if the owner or occupier has not paid the Owners Corporation's costs under this by-law. The Owners Corporation does not have to reinstate the hot water service until the owner or occupier pays the cost.

25. - Structural support in the building

An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

26. – Exclusive use of storage spaces

26.1 The owners and occupiers for the time being of the Lots listed in Column 1 in the table below (**Owners**) are entitled to exclusive use and enjoyment of the common property storage areas listed in Column 2 of the table and as shown in the north east corner on Level 4 of the strata plan, subject to the conditions contained in by-law 26.2 (**Storage Areas**).

26.2 The Owner is solely responsible for the cost of maintenance, cleaning, security and upkeep of his or her Storage Area.

Column 1	Column 2
Lot Number	Storage Area Number
16	Q (approx. 5 sq.m)
12	P (approx. 5 sq.m)

DICTIONARY

Building means the building constructed at 8 Glen Street, Milsons Point comprising a residential apartment building with basement parking known as Azure.

Management Act means the Strata Schemes Management Act, 1996 as amended.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the building.

Special by-law no. 1 – Repeal of by-law 11

Special by-law no. 2 – Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

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

Special by-law no. 3 – Leases

An owner of a lot shall not allow the lot to be used by any tenant as a serviced apartment with occupancy by that tenant of less than three months.

Special by-law no. 4 - Advertising

An owner or occupier of a lot must not permit the placement of advertising displays or any other similar material on common property or on the lot so as to be seen by other owners or occupiers of other lots or by the public from outside the building except with the consent in writing of the Owners Corporation.

Special by-law no. 5 – Smoking

1. An owner or occupier of a lot must not:

- i. Smoke any substance on any area of the common property; or
- ii. Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot, or
- iii. Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.

2. An occupier of a lot must take all reasonable steps to ensure that invitees, guests, customers and/or visitors of the occupier do not:

- i. Smoke any substance on any area of the common property or allow smoke from such substance to enter common property, or
- ii. Smoke any substance in a lot so as to allow smoke from such substance to enter common property or another lot; or
- iii. Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.

3. An owner of a lot must take all reasonable steps to ensure that the occupier of his lot complies with the terms of this by-law.

4. The Terms of this by-law are in addition to the terms of section 117 of the Strata Schemes Management Act 1996.

Special by-law no. 6 – Use of car spaces

Part 1: Introduction:

The Strata Plan is located at 8 Glen Street, Milson Point, New South Wales, a location that has high density traffic movement. Issues have arisen with the use of car spaces by non-occupants.

Part 2: Definitions & Interpretation

In this by-law:

- 1) "Car space" means a car space forming part of a lot or comprised in a lot within the strata plan.
- 2) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
- 3) All parts of this by-law including the Introduction are to be considered in the interpretation of it.

Part 3: Terms

1) A car space shall only be used:

- a. by an owner or occupier of a lot within the strata parcel; and
- b. for the use of parking a motor or other vehicle, and
- c. in accordance with the terms of Development Consent and any environmental planning instrument under the Environmental Planning and Assessment Act 1979.

2) In the use of a car space an occupier may permit a caller or guest to use that occupier's car space on a temporary basis. The occupier must check that the car is parked in that occupier's car space and not any other person's car space.

3) If an owner or occupier of a lot fails to comply with the terms of this by-law, or any other applicable Law, and as a consequence the Council of the North Sydney Council issues an Order or commences proceedings under the Environmental Planning & Assessment Act 1979 in relation to that lot, then the owner or occupier shall indemnify the Owners Corporation for its costs of defending such an action and in respect to any penalty imposed

Special by-law no. 7 – Short-term accommodation

1. Introduction

1.1 8 Glen Street, Milsons Point comprises a residential strata title building.

1.2 The Owners Corporation is concerned about the many adverse impacts of the uses of units in the building, including overcrowding.

1.3 The objects of this by-law are to:

- (a) prohibit overcrowding of apartments in the building;
- (b) prohibit the use of apartments in the building for short-term accommodation;
- (c) eliminate or reduce the detrimental impacts of overcrowding of apartments and short-term accommodation; and
- (d) assist the Owners Corporation administer and manage the building for the benefit of the owners.

1.4 This by-law is made under sections 43 and 47 of the Strata Act for the purposes of safety and security, addressing matters appropriate to the building and the control, management, administration, use or enjoyment of the apartments and common property in the building.

2. Definitions and Interpretation

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

2.1.1 "agreement" includes a lease, residential tenancy agreement, sub-lease, licence, sub-licence, arrangement or understanding;

2.1.2 "apartment" means a residential lot at 8 Glen Street Milsons Point;

2.1.3 "authority" means North Sydney Council and any other government, semi-government, statutory, public or other authority having any jurisdiction over the building;

2.1.4 "bedroom" means a bona fide bedroom in an apartment and does not include a balcony, an enclosed balcony, a partitioned room, a study, a sunroom, a lounge or dining area, a kitchen, a hallway, a laundry, a bathroom or a lavatory;

2.1.5 "building" means the building at 8 Glen Street, Milsons Point;

2.1.6 "common property" means the common property for strata scheme 75058;

2.1.7 "common services" includes any services supplying electricity, gas or water to an apartment or which permit the disposal of sewage or waste from an apartment;

2.1.8 "maximum number of persons" means up to two persons per bedroom;

2.1.9 "occupier" means a person in occupation of an apartment (and in the case of a person who is in occupation of an apartment pursuant to an agreement includes a tenant);

2.1.10 "owner" means a person who is the owner of an apartment (and in the case of a person who owns and resides in an apartment includes an occupier);

2.1.11 "Owners Corporation" means The Owners - Strata Plan No. 75058;

2.1.12 "partitioned room" means a room in an apartment created by partitioning or internal walls erected after completion of construction of the building and without the approval of the owners corporation;

2.1.13 "residential accommodation" means an apartment that is used predominantly as a place of residence;

2.1.14 "short-term accommodation" means accommodation that is provided to the same person for not more than three (3) consecutive months;

2.1.15 "Strata Act" means the *Strata Schemes Management Act 1996*;

2.1.16 "tenant" means a person who is entitled to occupy an apartment pursuant to an agreement (and includes a person who is entitled to occupy, but is not in occupation of, an apartment such as a sub-lessor); and

2.1.17 "you" means an owner, occupier and tenant.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of the by-law;

2.2.2 section 1 headed "Introduction" shall be taken into account in the interpretation of this by-law;

2.2.3 references to any statutory provisions include any statutory provisions amending, consolidating or replacing them, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

2.2.4 words importing the singular number include the plural and vice versa;

2.2.5 words importing the masculine, feminine or neuter gender include both of the other two genders;

2.2.6 the words "include", "includes" and "including" are not words of limitation;

2.2.7 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

2.2.8 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in that Act unless that word is defined in this by-law or a contrary intention is otherwise expressed in this by-law;

2.2.9 the provisions of this by-law apply only to the extent permitted by law;

2.2.10 any provision of this by-law which is illegal, invalid or unenforceable shall be severed from this by-law and the remaining parts of this by-law shall remain in effect; and

2.2.11 if there is any inconsistency between this by-law and any other by-law for the building, the provisions of this by-law will prevail to the extent of that inconsistency.

3. Prohibiting Overcrowding

3.1 You must ensure that your apartment is not occupied by more than the maximum number of persons.

Note: For example, if your apartment contains two bedrooms, you must not permit more than four persons to occupy your apartment.

3.2 You must not install or keep a partitioned room in your apartment.

3.3 You must not:

- a) alter the layout of your apartment; or
- b) carry out any alterations or additions to your apartment,

so as to allow your apartment to be occupied by more than the maximum number of persons.

3.4 You must not arrange or increase the number of the beds in your apartment so as to allow your apartment to be occupied by more than the maximum number of persons.

3.5 You must not alter or add to common services so as to allow your apartment to be occupied by more than the maximum number of persons.

4. Prohibiting Illegal Uses, Non-Residential and Short-Term Accommodation

4.1 You must ensure that your apartment is not used for any purpose that is prohibited by law.

4.2 You must ensure that your apartment is not used for any purpose that requires approval or authorisation of an authority or under any law without that approval or authorisation.

4.3 You must ensure that your apartment is not used for any purpose other than residential accommodation.

4.4 You must ensure that your apartment is not used for short-term accommodation including by backpackers, tourists, students or people on temporary work visas for short-term accommodation.

4.5 You must ensure that your apartment is not advertised or promoted for use for short-term accommodation or for use by backpackers, tourists, students or people on temporary work visas for short-term accommodation.

4.6 You must ensure that your apartment is not used for any commercial purpose including backpackers accommodation.

4.7 You must ensure that your apartment is not advertised or promoted for use for any commercial purpose including backpackers accommodation.

5. Notifying Apartment Leases and Occupants

5.1 If you are an owner and you permit your apartment to be occupied by any other person you must give the owners corporation:

- a) the names of the persons who occupy your apartment within 14 days after those persons begin occupying the apartment; and
- b) a copy of any agreement pursuant to which those persons occupy your apartment within 14 days after the commencement of the agreement.

5.2 If you are a tenant and you permit your apartment to be occupied by any other person you must give the owners corporation:

- a) the names of the persons who occupy your apartment within 14 days after those persons begin occupying the apartment; and
- b) a copy of any agreement (for example, a sub-lease) pursuant to which those persons occupy your apartment within 14 days after the commencement of the agreement.

5.3 If you are an owner and your tenant permits your apartment to be occupied by any other person, you must promptly give the owners corporation the information and documents referred to in clause 5.2 if your tenant does not do so, within 14 days of you being requested to by the Owners Corporation.

5.4 If you are a tenant, you must give the owner of your apartment sufficient information and documents within 14 days of being requested to by the owner to enable the owner to provide the owners Corporation the information and documents required under clause 5.3.

5.5 You must ensure that any information you give or are required to give the owners corporation under this by-law is kept current and up to date.

Note: For example, if you are an owner and your apartment becomes occupied by new tenants, you must give the Owners Corporation the names of those tenants within 14 days after those persons begin occupying the apartment.

6. Requiring Owners to Act

6.1 If you are an owner of an apartment, you must provide any occupiers and tenants of your apartment with a copy of this by-law within 7 days after the occupiers and tenants become entitled to possession of the apartment.

6.2 If you are an owner of an apartment and this by-law is amended, you must provide any occupiers and tenants of your apartment with a copy of the amended by-law within 7 days after the amendment of the by-law is recorded by the Registrar-General under section 48(1)(b) of the Strata Act.

6.3 If you are an owner of an apartment, you must take all reasonable steps to ensure that any occupiers and tenants of your apartment comply with this by-law.

6.4 If you are an owner of an apartment, and any occupiers and tenants of your apartment do not comply with this by-law, you must take any reasonable and lawful action available to you against the occupiers and tenants including to enforce or terminate an agreement with those occupiers and tenants.

7. Making You liable for Breaches of this By-Law

7.1 If you breach this by-law the Owners Corporation may remedy or restrain the breach.

7.2 If you breach this by-law you are liable to the Owners Corporation for:

- a) any cost or expense the Owners Corporation incurs in relation to or arising out of your breach including:
 - i. any additional cost or expense the Owners Corporation incurs in connection with the increased usage of any common services;
 - ii. any additional cost or expense the Owners Corporation incurs cleaning, maintaining, repairing, renewing, replacing or upgrading any part of the common property including any common services;

- b) any cost or expense the Owners Corporation incurs investigating the breach;
- c) any cost or expense the Owners Corporation incurs remedying or restraining the breach or attempting to remedy or restrain the breach; and
- d) any cost or expense the Owners Corporation incurs in or in connection with action taken against you to remedy or restrain the breach including legal action.

7.3 If an amount for which you are liable to the Owners Corporation pursuant to clause 7.2 or 7.6 or any other provision of this by-law is not paid by you within one (1) month of the Owners Corporation requesting that you pay the amount, the amount bears until paid simple interest at the same annual rate that applies to interest on overdue contributions under the Strata Act (currently 10%).

7.4 The Owners Corporation may recover from you as a debt:

- a) any amount for which you are liable to the Owners Corporation under clause 7.2 or 7.6 or any other provision of this by-law;
- b) any interest that accrues under clause 7.3; and
- c) any cost or expense the Owners Corporation incurs recovering that amount and interest including legal costs and disbursements on an indemnity basis.

7.5 You must indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which are incurred by or which may be brought or made against the Owners Corporation in relation to or arising out of:

- a) a breach of this by-law by you;
- b) the exercise by the Owners Corporation of any rights under this by-law; and
- c) the enforcement of this by-law by the Owners corporation.

7.6 You will be liable to the Owners Corporation for any damage to the common property arising from or caused by your breach of this by-law.

Special by-law no. 8 – Works lot 75

1. For the purpose of this by-law:

1.1 "**Act**" means the Strata Schemes Management Act 1996 as amended from time to time;

1.2 "**Authority**" means any government governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;

1.3 "**Building**" means the building and improvements on the land located at 8 Glen Street Milson Point NSW

1.4 "**Common Property**" means the Common Property in the Strata Plan

1.5 "**Costs**" means all professional and trade costs/fees/disbursements incurred or associated with this by-law. The Works & Remedial Works and any damage caused as a result of the Works and/or Remedial Works

1.6 "**Direction**" means a written direction from the Owners Corporation to the owner relating to Works and/or Remedial Works.

1.7 "**Future Owner**" means the registered proprietor/s of the Lot from time to time, succeeding the Owner.

1.8 "**Indemnity**" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

1.8.1 all actions, proceeding, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

1.8.2 any sum payable by way of increased premiums; and

1.8.3 any costs or damages for which the Owners Corporation is or becomes liable

1.9 "**Lot**" means Lot 75 in the Strata Plan;

1.10 "**Owner**" means the owner of the Lot as at the date this by-law is registered & with respect to Clauses 5 to 11 (inclusive) includes Future Owner;

1.11 "**Owners Corporation**" means the Owners Corporation known as The Owners - Strata Plan No 75058;

1.12 "**Remedial Works**" means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

1.13 "**Strata Manager**" means GK Strata Management or any other strata managing agent engaged by the Owners Corporation from time to time;

1.14 "**Strata Plan**" means registered strata plan number 75058

1.15 "**Works**" means the removal of decorative pebbles and replacing with synthetic grass in accordance with the letter from Wayne Jenkins and Associates dated 31 July 2015 attached to this by-law end marked with the letter 'A'

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.

3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

4. Subject to the provisions of this by-law, the owners Corporation grants the Owner the right to carry out the Works.

5. The Owner is responsible for and must carry out Remedial Works when and where necessary including by Direction.

6. The Works and Remedial Works must be carried out and completed:

6.1 in a proper workmanlike manner and by licensed and/or accredited contractors;

6.2 with due skill and care using proper materials;

6.3 in compliance with the Building Code of Australia, any other Australian Standards, as applicable;

6.4 with the approval(if relevant) of, and in compliance with the requirements of, any Authority;

6.5 In keeping with the appearance of the Building in its style, colour & materials

6.6 in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;

6.7 ensuring that the security of the property is maintained throughout the performance of the Works and Remedial Works.

6.8 promptly and completely removing all rubbish from the property resulting from the Works and/or Remedial Works

6.9 promptly repairing any damage to any part of the Building caused by the Works and/or Remedial Works

6.10 in a way that will protect all areas of the Building outside the Lot from any damage caused by the Works and/or Remedial Works, eg, by the transportation of construction materials, equipment and debris.

7. The Owner is responsible for, and will bear all costs.

8. In the event lot(s) or Common Property is/are damaged because of the Works or Remedial Works the Owner will pay the Costs of rectifying the damage.

9. The Owner will sign all documents and do all things necessary to facilitate the matters the Subject of this by-law

10. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of Works or Remedial works.

11. The Owner will indemnify and will keep Indemnified the Owners Corporation.



Suite 401, Level 4, 55 Mountain Street Broadway NSW 2007
All correspondence to: PO Box 655 Broadway NSW 2007
■ T 02 8218 9999 ■ F 02 8218 9900
■ E info@gkstrata.com.au ■ W www.gkstrata.com.au

CONSENT TO SPECIAL PRIVILEGE BY-LAW

TO: The Secretary
The Owners - Strata Plan No. 75058

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

Mr NIAKO LAMBERT....., being the owner/s of Lot No 75 in Strata Plan No. 75058 pursuant to Section 52(1) (a) of the *Strata Schemes Management Act 1996* **HEREBY CONSENT** to the making of a by-law conferring exclusive use and enjoyment and / or special privileges and it conditions on the owners for the time being of the said Lot; such by-law to be passed by the Owners Corporation at a general meeting to be convened on 10 May 2016, or at any adjournment of that meeting.

8 / 4 / 2016

Dated

[Signature]
Signature of Owner/s

Special by-law no. 9 – Bathroom improvements for lot 17

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owners' lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. "Owners" means the owner or owners of the Lot 17 from time to time in Strata Plan 75058.
4. Improvements:
 - Remove glazed shower screen;
 - Remove bath and tiled bath hob;
 - Remove wall tiles within the bath/shower recess area (there should be no floor tiles);
 - Remove taps and seal up hot and cold water lines to the taps;
 - Remove bath spout and seal up water line to the spout;
 - Retain existing shower rose and arm;
 - Review location of existing floor waste within the shower/bath recess;
 - Confirm drainage arrangement for the bathroom;
 - Install new shower floor waste if required;
 - Install new hot and cold water points for the new shower taps;
 - Install new hot and cold water lines to the shower fitting;
 - Test new water lines;
 - Make good chasings to walls;
 - Install shower hob;
 - Prepare walls and floor for waterproofing;
 - Install wall and floor waterproofing and obtain compliance certificate;
 - Install wall and floor tiling to shower recess;
 - Install new shower screen;
 - Carry out remedial paintwork;
 - All plumbing and drainage work will be carried out by a licensed plumber.
5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner of the Lot.
6. The Owner must not carry out the Improvements except in accordance with this by-law.
7. Words defined in the Strata Schemes Management Act 2015 have the meaning given to them in that Act.
8. In this by-law a word which denotes references to legislation includes references to amending and replacing legislation.
9. To the extent of any inconsistency with previous by-laws, this by-law prevails.

CONDITIONS

Before making Improvements

10. The Owners must notify the Strata Committee at least 7 days before undertaking the works and obtain the prior written approval for the works from:
 - a) The Strata Committee of the Owners Corporation; and
 - b) Any other relevant statutory authority whose requirements apply to undertaking the works.
11. The Owners must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:

- a) Basic Plans, drawings and/or specifications of work; and
- b) Any other documents reasonably required by the Strata Committee.

12. The Owners must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of a minimum of \$10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

13. The Owners must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA) and any relevant AS/NZS standards current at the time the works are undertaken.

Carrying out the Improvements

14. In carrying out the Improvements, the Owners must:

- a) Protect all areas of the building outside their lot from damage by making the Improvements or the transportation of materials and equipment;
- b) Transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- c) Only make the Improvements at the times approved by the Owners Corporation;
- d) Remove all debris resulting from making the Improvements immediately from the building;
- e) Keep all areas of the building outside their lot clean and tidy and at the owners expense employ a cleaner if necessary to clean the common area of the strata where it is dirty as a result of the improvements and this applies throughout the performance of making the Improvements;
- f) Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- g) Comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements.

15. The Owners must ensure that the Improvements shall be done:

- a) In a proper and workmanlike manner and by duly licensed insured contractors; and
- b) In accordance with the drawings and specifications approved by the Owners Corporation.

After Completing the Improvements

16. The Owners must notify the Strata Committee that the works have been completed.

17. If required, the Owners must deliver to the Strata Committee:

- a) A waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice meets the BCA and AS/NZS standards;
- b) Any other document reasonably required by the Strata Committee in relation to the Improvements undertaken by the Owners.

Repair and Maintenance

18. The Owners must, at the Owners' cost:

- a) Properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
- b) Properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

19. If the Owners removes the Improvements or any part of the Improvements made under this bylaw, the Owners must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

20. The Owners indemnifies the Owners Corporation against:

- a) Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- b) Liability under section 122 (6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Improvements.

21. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owners as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

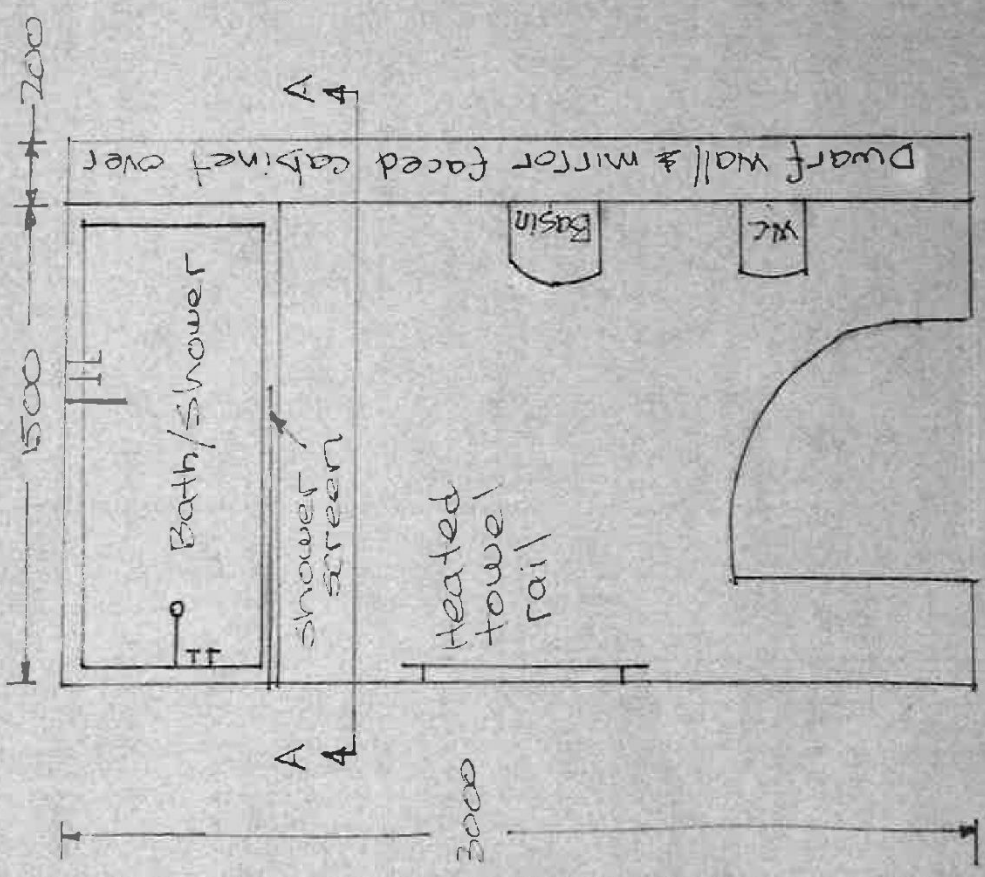
22. To the extent that section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

23. The Owners must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

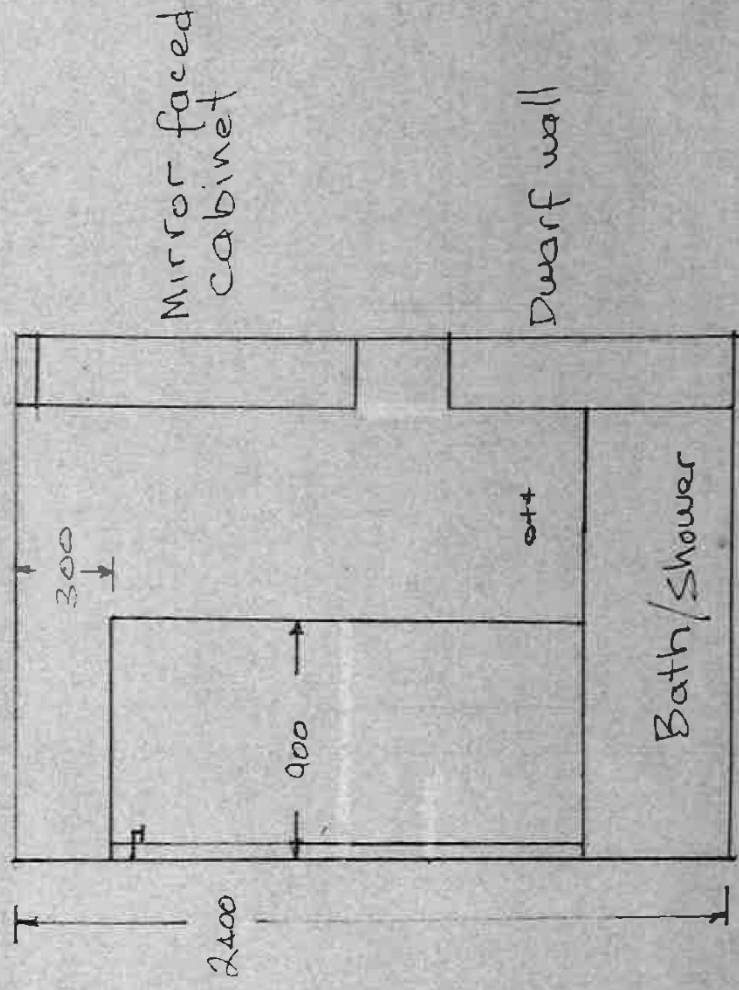
24. If this by-law is not already registered, then the Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 273 of the Strata Schemes Management Act 2015 together with any other by-laws the Owners Corporation wish to create.

25. This by-law may be held over from registration for a period up to 9 months with further by-laws so that they are all registered at the same time, but has the same effect to the owners as if it was registered.

503 / 8 GLEN STREET - Bathroom (existing)



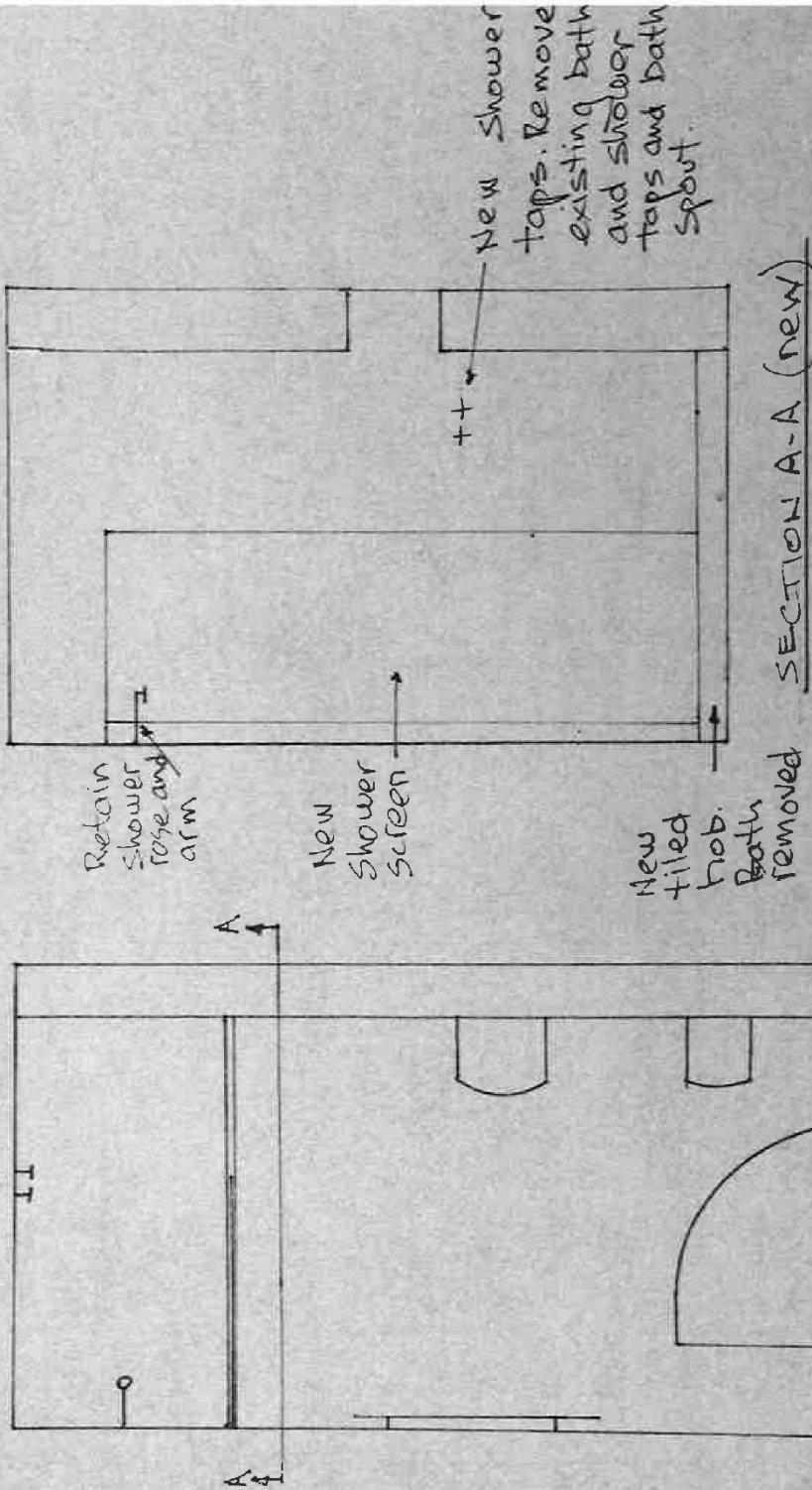
PLAN
(EXISTING)



SECTION A-A
(EXISTING)

DRAWING 1

503/8 GLEN STREET - Bathroom (revised)



DRAWING 2

CONSENT FORM

STRATA PLAN NUMBER: 75058

Consent to common property rights by-law

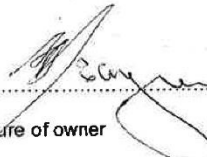
To: The Secretary
The Owners - Strata Plan No. 75058

And: The Registrar General
Dept of Lands (Land & Property Management Authority) Queens Square
SYDNEY NSW 2000

I MARYANNE BOYERS being the registered owner of Lot
17 in Strata Plan No 75058, hereby consent to the making of Special Bylaw No. 9. conferring exclusive
use and special privilege rights, such bylaw having been passed by Special Resolution of the Owners
Corporation on the 20/5/19 2019

10/5/19

Date


.....
Signature of owner