

SP22599 – 60 EPPING ROAD, LANE COVE NSW 2066
STRATA SCHEMES MANAGEMENT ACT (1996) Schedule 1 BY-LAWS

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

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

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

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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 other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning Windows and Doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12 Storage of Inflammable Liquids and Other Substances and Materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or 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

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 enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14 Floor Coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage Disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of Animals

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of Lot

- (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.

- (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.

18 Notice-board

An 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

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).

Added By-Law 30 – Lot 8 – Exclusive Use

The Proprietors of Lot 8 shall be entitled to the exclusive use of the common area between Unit 13 parking space and the boundary fence wherein a cement slab has been laid. The area to be used as a parking space for the Proprietors of Lot 8.

Special By-Law 1 – Lot 9 Improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements undertaken to the Owner's lot.
2. The **special privileges** conferred by this by-law are the rights to have carried out and keep the Improvements that affect the common property.
3. "**Owner**" means the owner or owners of lot 9 from time to time of strata plan no.22599.
4. "**Improvements**" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below and in accordance with the **inspection and certification** provided by the electrician, Gerald Chung, a copy of which is attached to this by-law and marked "**Annexure A**" -
 - (a) Removal of the original bathroom ceiling on the lot and replaced with 6mm 'Hardiflex' ceiling;
 - (b) Installation of 4 down lights within the new ceiling within the bathroom area of lot 9;
 - (c) Installation of 2 additional lighting fixtures at each end of the bathroom ceiling;
 - (d) Installation of 3 service access points in the ceiling for inspection of the above lot plumbing and new access hatch behind the bathroom toilet to access the toilet waste pipe; and
 - (e) Installation of 1 extractor fan ducted to the original ventilation outlet within the bathroom area of lot 9.
5. The Owners Corporation acknowledges that other aesthetic works may have been undertaken by the Owner that do not affect common property and do not require the consent of the Owners Corporation.
6. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

8. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements were made.
9. The Owner must, at the Owner's cost:
 - (a) properly maintain and keep the common property that has been altered and to which the Improvements were 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.
10. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

11. The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and

- (d) liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Improvements.
- 12. Any loss and damage suffered by the Owners Corporation as a result of the Improvements made may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
- 13. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements made under this by-law.

Breach of By-law

- 14. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
- 15. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this

Annexure A

From
Gerald Chung (electrician)
Lic No: 210783C
477 Archer Street,
Chatswood,
NSW 2067.
0422673843

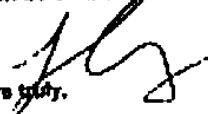
48214

TO WHOM IT MAY CONCERN.

SUBJECT: Compliance Certificate for Electrical Installations at:
360 Epping Road,
Lane Cove,
NSW 2066.

Compliance certificate was requested for the above job.
I here by certify that all wiring inspected in the bathroom is wired
according to SAA WIRING RULES. - AUSTRALIAN STANDARD.
AS3000.

If I can be of further assistance please call

Yours truly,

(Gerald Chung)

Special By-Law 2 – Lot 17 Improvements

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 Owner's 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 subject to the terms and conditions contained in this by-law.
3. "**Owner**" means the owner or owners of lot 17 from time to time of strata plan no.22599.
4. "**Improvements**" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below and in accordance with the Touch Wood Timber Flooring Underlay Certificate, annexed to this by-law and marked "**Annexure A**"-
 - a. Install a timber flooring system in the lounge room, part of the kitchen adjoined to the lounge room and the two bedrooms on the lot, including gluing Acoustic underlay on the concrete, gluing plywood on top the underlay, then gluing floor boards on top of the plywood and installing skirting board or beading near edges as shown in the Underlay Certificate attached to this by-law; and
 - b. Installing a false ceiling throughout the lot (excluding the bathroom) using plasterboard covering.
5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions*Before making Improvements*

7. The Owner must obtain written approval for the Improvements from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
8. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
9. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) and any Australian Standards current at the time the Improvements are being carried out by the Owner.

Carrying out the Improvements

10. When carrying out the Improvements, the Owner must:
 - a. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - b. protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment and debris;
 - c. keep all areas of the building outside their lot clean and tidy throughout the performance of the Improvements;
 - d. only make the Improvements at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
 - e. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - f. remove all debris resulting from making the Improvements immediately from the building; and
 - g. comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Improvements.
11. The Owner must ensure that the Improvements shall be done:
 - a. in a proper and workmanlike manner and by duly licensed and insured contractors; and
 - b. in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

After completing the Improvements

12. The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Improvements.

Repair and Maintenance

13. The Owner must, at the Owner's cost:
 - a. properly maintain and keep the common property that has been altered and 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.
14. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against –
16. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- a) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
 - b) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
 - c) liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Improvements.
 - d) Any loss and damage suffered by the Owners Corporation as a result of making and using the Improvements, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
17. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* 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.

Breach of By-law

18. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
19. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

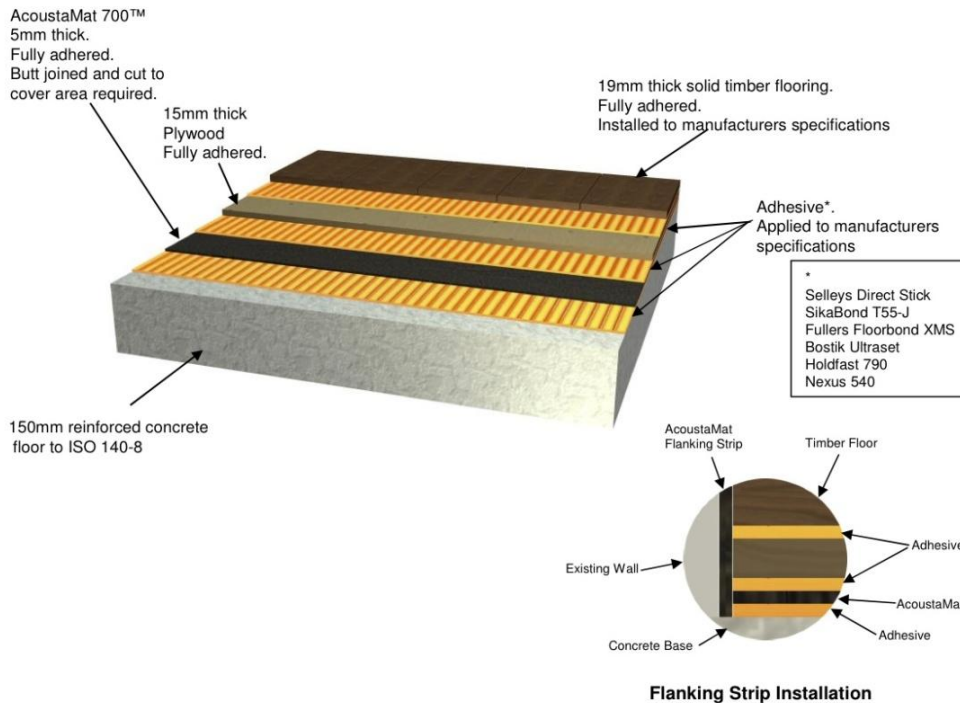
ANNEXURE A

AcoustaMat

#1 selling rubber acoustic rolls

**SOLID or OVERLAY TIMBER
Over Plywood with 5mm AcoustaMat**

CSIRO – Report No. INR 157



Flanking Strip Installation

Evaluation of the flooring system achieved a (db) reduction ΔLw 16
Also tested for compliance with Building Code of Australia
System performance achieved $L_{n,w} + C_i = 61$ which exceeds the BCA by 1

This test was carried out by the Commonwealth Scientific and Industrial Research Organisation (CSIRO) under strict laboratory conditions. The source and transfer of noise from one level to another varies in accordance with each individual building construction. The above information is given as an example of the performance of A1 Rubber impact sound acoustic underlays only. The above results are not to be read as a guarantee for any specific application. A1 Rubber recommends testing in situ to determine the exact performance of this system in your project by a registered acoustic engineer. All applications of this product is subject to our standard Terms and Conditions of Sale.

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