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**CONSOLIDATION**  
**CHANGE OF BY-LA**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

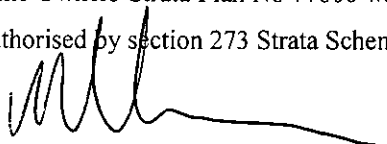


**AP315122C**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

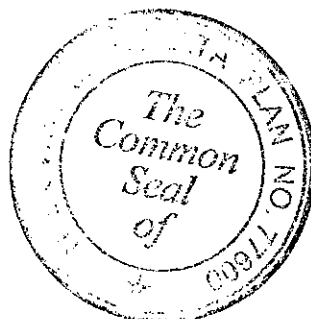
(A) <b>TORRENS TITLE</b>	For the common property CP/SP77600		
	(B) <b>LODGED BY</b>	Document Collection Box <b>47 V</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>LLPN 123012 E</b> <b>H.M. Allen &amp; Co.</b> DX 437 Sydney Ph 9232 3652
Reference: <b>JSM 33776</b>			

- (C) The Owners-Strata Plan No 77600 certify that a special resolution was passed on 18 March 2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows-
- (E) Repealed by-law No Not Applicable  
Added by-law No Special By-Laws 8, 9, 10 and 11  
Amended by-law No Not Applicable  
as fully set out below:  
See Annexure "A" Hereto
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A".
- (G) The seal of the Owners-Strata Plan No 77600 was affixed on 3 June in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Murray Cameron

Authority: Strata Manager



Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



**JS MUELLER & CO**  
LAWYERS

# STRATA PLAN NO. 77600

## CONSOLIDATION OF BY-LAWS

### ANNEXURE "A"

The seal of The Owners - Strata Plan No. 77600 was affixed on 3 June 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

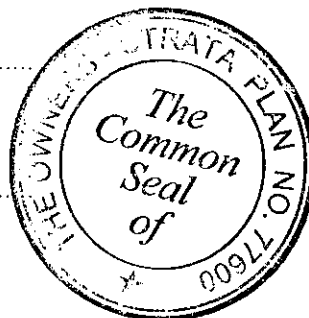
Signature: \_\_\_\_\_

Name(s): \_\_\_\_\_

Murray Cannon

Authority: \_\_\_\_\_

Strata Manager



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## By-Laws 1-44 for Strata Plan 77600

### 1. Definitions and Interpretation

#### 1.1 In these by-laws, unless a contrary intention appears:

- (a) **"Act"** means the Strata Schemes Management Act 1996;
- (b) **"Building"** means the building as defined in the Act, the subject of these by-laws;
- (c) **"Executive Committee"** means the executive committee as defined in the Act;
- (d) **"Manager"** means the person appointed by the Owners Corporation as its strata managing agent under Section 26 of the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation;
- (e) **"Owners Corporation"** means the owners corporation as defined in the Act in respect of the strata scheme for the building;
- (f) **"Strata Plan"** means the strata plan registered in respect of the building.
- (g) **"Strata Scheme"** means the strata schemes as defined in the Act in respect of the Strata Plan;
- (h) **"Vendor"** means Globe Projects Pty Limited and/or Foxdale Constructions Pty Limited.

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

- (a) Headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) Words importing the singular include the plural and vice versa;
- (c) Words importing a gender include any gender;
- (d) An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;
- (e) A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) A reference to any thing includes a part of that thing;

(g) A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and

(h) A word or words not defined in these by-laws having a definition in the Act shall have that definition.

**2. Noise**

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

**3. Vehicles etc. On Common Property**

An owner or occupier of a lot shall not park or stand any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.

**4. Obstruction of Common Property**

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

**5. Damage to Lawns etc. on Common Property**

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property.

**6. Compensation for Damage to Common Property**

The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee or such occupier.

**7. Not to Damage Common property**

7.1 An owner or occupier of a lot shall 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 but this by-law does not prevent an owner or person authorised by him from installing:

(a) Any locking or other safety device for protection of his lot against intruders; or

(b) Any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;

Subject to the locking or safety device or other device as the case may be being installed in a workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

**7.2 Notwithstanding Section 62 of the Act:**

- (a) The owner of a lot shall maintain and keep in a state of good and serviceable repair any installation referred to in by-law 7.1 that services the lot; and
- (b) Repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 7.1.

**8. Deposit Rubbish etc. on Common Property**

Any owner or occupier of a lot shall not deposit or throw upon 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.

**9. Reporting Breakages of Glass etc.**

An owner or occupier of a lot shall immediately report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

**10. Storage of Inflammable Liquids**

- 10.1 An owner or occupier of a lot shall not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any inflammable chemical, liquid or gas or other material.
- 10.2 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

**11. Appearance of Lot**

An owner or occupier of a lot shall not, without the 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.

**12. Screens, Blinds, Solar Film etc.**

An owner or occupier of a lot shall not erect or apply any blinds, shutters, window treatments, security devices (including grilles and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation.

**13. Not Misuse Elevators**

An owner or occupier of a lot shall not misuse or permit to be misused any elevator within or upon the common property and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.

**14. 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 any way (after obtaining necessary approvals) that may affect the insurance premiums for the strata scheme (for example, if the change in use results in hazardous activity being carried out on a lot).

**15. No Alteration to Internal Walls or Structural Features**

An owner or occupier of a lot shall not effect any alteration or addition to structural features of a lot without the prior written approval of the Owners Corporation provided that such approval shall not be unreasonably withheld.

**16. Water Closest and Water Apparatuses**

An owner or occupier of a lot shall not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and shall not deposit or throw any sweepings, rubbish, rags, napkins or any other similar articles into that apparatus.

**17. Not Alter Air Conditioning, Ducting etc.**

An owner or occupier of a lot shall not modify any existing air conditioning unit, ventilator or associated ducting which forms part of common property without the prior written approval of the Owners Corporation.

**18. Vendor's right to Sell**

For such time as the Vendor remains an owner of a lot in the strata scheme, that company shall have a special privilege to conduct selling or leasing activities within the parcel, including the common property.

**19. Vendor's Right to Erect Signs etc.**

The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:

- (a) Erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and
- (b) To bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.



## **20. Executive Committee May Ensure Security**

The Executive Committee may take all reasonable steps to ensure the security of the parcel and buildings from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any such part of the common property.

## **21. Keys**

If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

- (a) The Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
- (b) The Owners Corporation may at its discretion make additional numbers of the keys or devices available to owners on the payment of such reasonable charge as may be determined from time to time by the Executive Committee;
- (c) The owner of a lot to whom any key or any operating system is given under this by-law must:
  - (i) Exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and
  - (ii) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
- (d) The owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

## **22. Not Interfere with Security and Keep Fire Doors Locked**

An owner or occupier of a lot shall not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

**23. Not Interfere with Fire Fighting Equipment**

An owner or occupier of a lot shall not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.

**24. Signage on Common Property**

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner or the sign continues to occupy a lot in the strata scheme.

**25. Movement of Goods**

25.1 An owner or occupier of a lot will permit to be used for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the parcel in accordance with the rules determined by the Executive Committee.

25.2 Any delivery zones in the common property shall be used only for the purposes of loading and delivering goods and items and the manner in which the goods and items are loaded and delivered will be in such a way to minimise the time taken in such delivery zones.

25.3 The Owners Corporation may from time to time make rules and regulations pertaining to the use of the delivery zone areas.

**26. Invitees and Licensees to Comply With By-Laws**

An owner or occupier of a lot which is the subject to a lease or licence agreement shall take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

**27. Invitees to Comply with By-Laws**

An owner or occupier of a lot shall take all reasonable steps to ensure that invitees comply with the provisions of the by-laws and that invitees 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 the common property.

**28. Owners Corporation to Provide for Management of Lots, Common Property etc. and Appoint Manager**

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the

lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Manager") under which the Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

- (a) The cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- (b) The provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises;
- (c) The supervision of any employees and/or contractors of the Owners Corporation;
- (d) The control and supervision of the common property generally; and
- (e) Any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

**29. Executive Committee to Make Rules**

The Executive Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme.

**30. Notice of Defects and Accidents**

An owner or occupier of a lot shall, as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Executive Committee of that defect or accident.

**31. Terms of Owners Corporation Consents and Approvals**

Any consent or approval given by the Owners Corporation pursuant to the by-law shall, if practicable, be revocable and may be given subject to conditions.

**32. No Smoking**

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property forming part of the building.

**33. 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.

**34. 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 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.

**35. Drying of Laundry Items**

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel (including the lot) 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.

**36. 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, unless:

- (a) The Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) That glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

**37. Moving Furniture and Other Objects on or Through Common Property**

- 37.1 An owner 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.
- 37.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- 37.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

## **38. Floor Coverings**

### **38.1 Definitions**

In this by-law, the following definitions and meanings shall apply:

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender;
- (iii) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act;
- (iv) Hard flooring means tiles, timber, concrete, terrazzo, marble, floating timber flooring, linoleum or any hard surface flooring or floor covering other than wall to wall carpet;
- (v) “the Owner” means the owner or owners from time to time of each of Lots 1 to 42 of Strata Plan No. 77600 or any subdivision or consolidation of those Lots and excludes the ground floor Lots 1 to 7 and 22 to 28 (inclusive);
- (vi) “the Lot” means each of Lots 1 to 42 in Strata Plan No 77600 or any subdivision or consolidation of those Lots and excludes ground floor Lots 1 to 7 and 22 to 28 (inclusive).

38.2 The Owner must ensure that all floor space within his or her Lot is covered 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, by laying wall to wall carpet and underlay in all rooms within the Lot other than a kitchen, laundry, lavatory or bathroom.

38.3 The underlay shall comply with Australian Standard AS4288 – 2003 for light residential use, or such Australian Standard as supersedes that standard.

38.4 In the event that carpet or underlay is lifted or removed from the floor space within the Lot, the Owner shall immediately lay new carpet and underlay within the Lot in accordance with clauses 2 and 3 of this bylaw.

38.5 This bylaw does not apply to the hard flooring already installed in a Lot located on the ground floor prior to the date of meeting at which this special resolution was made or the floor space comprising a kitchen, laundry, lavatory or bathroom of a Lot.

## **39. Garbage Disposal**

An owner or occupier of a lot must:

- (a) Ensure that before refuse and recyclable materials or waste are placed in the receptacles and in the case of refuse – securely wrapped, in the case of tins or other containers – completely drained, or in the case of recyclable materials or waste – separated and prepared in accordance with the applicable recycling guidelines;
- (b) Ensure that all refuse and recyclable materials or waste are placed in the receptacles designated by the Owners Corporation in the common property;

- (c) Must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier;
- (d) Not leave any refuse, recyclable materials or waste on the common property except in accordance with by-law 40(b);
- (e) Must sort, store and deal with any refuse, recyclable materials or waste in accordance with the directions from time to time of the Executive Committee; and
- (f) Contact the Executive Committee to remove any large articles of refuse, recyclable materials or waste, including liquids that are poisonous or dangerous to the environment (at the cost of that owner or occupier).

#### **40. Keeping of Animals**

- 40.1 Subject to by-law 409A and section 49(4) of the Act, an owner or occupier of a lot must not, without the written approval of the Owners Corporation, keep any animal (except one small cat or small caged bird or fish kept in a secure aquarium on the lot) on the lot.
- 40.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot.
- 40.3 If an owner or occupier of a lot keeps an animal with the approval of the Owners Corporation, or a small cat, a small dog, small caged bird or fish kept in a secure aquarium on the lot then owner or occupier must:
  - (a) Notify the Owners Corporation that the animal is being kept on the lot; and
  - (b) Keep the animal within the lot; and
  - (c) Carry the animal when it is on the common property; and
  - (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### **40A. Keeping of a Small Dog**

- 40A.1 An owner or occupier of Lots 43-71 may keep a small dog on the lot.

#### **41. Provision of Amenities or Services**

The Executive Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:

- (a) window cleaning;
- (b) garbage disposal and recycling services;

(c) electricity, water or gas supply; and

(d) telecommunications services (for example, cable television)

**42. Traffic on Common Property**

**42.1** The Executive Committee has the power to:

(a) Impose a speed limit for traffic in common property;

(b) Impose reasonable restrictions on the use of common property driveways and parking areas;

(c) Install speed humps and other traffic control devices in common property; and

(d) Install signs in relation to parking and to control traffic in common property.

**42.2** An owner or occupier of a lot shall comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Executive Committee.

**43. Balconies**

**43.1** An owner or occupier of a lot must properly maintain furniture on the balconies of its lot and ensure that such furniture is clean and tidy at all times.

**43.2** any plants or other vegetation to be kept on the balcony of any lot shall be kept in such a manner with devices to ensure that when the plants and vegetation are watered that no water escapes from the balcony.

**44. Visitors Carspaces**

The carspaces in the common property dedicated for visitors parking will only be used by visitors to the building and not by any owner or occupier of a lot nor by any staff employed by or customers of any business operating from a lot.

## ADDITIONAL BY-LAWS

### Special By-Law No. 1 – Installation of Photovoltaic Panels (Dealing AM674068)

#### **SPECIAL BY LAW NO.1      INSTALLATION OF PHOTVOLTAIC ELECTRICITY PANELS AT LOTS 37,50, 51 AND 62**

On 12 March 2013, the Owners Corporation, by the Owners in Annual General Meeting, moved and passed a motion and it was specially resolved that the Owners Corporation create a by-law, the provisions of which by-law are set out below:-

1. For the purposes of this by-law:
  - 1.1 “Act” means the Strata Schemes Management Act 1996 (NSW) as amended from time to time;
  - 1.2 “Approval” means written approval from the Owners Corporation, via the Executive Committee for the carrying out of the Works with or without conditions;
  - 1.3 “Common Property” means the common property of Strata Plan 77600;
  - 1.4 “Executive Committee” means the Executive Committee of Strata Plan 77600;
  - 1.5 “Expert” means a qualified and licensed industry expert engaged by the Owners Corporation to consider and advise on an Application and to assist the Owners Corporation to make a determination as to whether the Application should be approved and/or whether Remedial Works are required;
  - 1.6 “Lot” means a lot in Strata Plan 77600;
  - 1.7 “Occupier” means the registered proprietor of a Lot;
  - 1.8 “Owner” means the registered proprietor of a Lot;
  - 1.9 “Owners Corporation” means the Owners Corporation of Strata Plan 77600;
  - 1.10 “Remedial Works” means any works involving the maintenance, repair, removal and/or replacement of items installed as part of the Works;
  - 1.11 “Strata Manager” means the strata managing agent engaged by the Owners Corporation from time to time;
  - 1.12 “Works” means the installation of a photovoltaic cells and/or modules for the purpose of generating electricity.
2. Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996* (“the Act”), 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, Owners/Occupiers may carry out the Works.
5. Prior to carrying out the Works, the Owner/Occupier must provide to the Owners Corporation, via the Executive Committee or Strata Manager, the following:
  - 5.1 details of the supplier, manufacturer and/or contractor(s) the Owner/Occupier will use;
  - 5.2 evidence that the product, supplier and installer are Clean Energy Council accredited;
  - 5.3 the specifications, model and make of the proposed photovoltaic modules and/or cells, where applicable, a pamphlet from the supplier;
  - 5.4 a scale plan of the proposed location of the modules and/or cells;
  - 5.5 evidence that the Works will preserve the architectural integrity of the building;
  - 5.6 a copy of the contract between the Owner/Occupier and each licensed contractor engaged or to be engaged in relation to the Works;
  - 5.7 approvals from the relevant statutory/regulatory authorities;
  - 5.8 documentary proof that the licensed contractor(s) engaged to do the Works have taken out the following insurance policies in the name of the Owner/Occupier:
    - 5.8.1 insurance required under the *Home Building Act 1989* or any succeeding act;
    - 5.8.2 workers compensation insurance for employees of the contractor; and
    - 5.8.3 public liability insurance;
    - 5.8.4 any other document reasonably requested by the Executive Committee.
6. The Executive Committee or Strata Manager will consider the Application within 14 days of receipt of same and will advise the Owner/Occupier if all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied. The Approval will not be unreasonably withheld.

7. Notwithstanding clauses 5 and 6 above, if the Owners Corporation intends to install photovoltaic cells and/or modules for the purpose of generating electricity in the future for all units, it will not be restricted by the terms of this by-law, but will do so in the best interests of the Strata Scheme as a whole.
8. The Executive Committee or Strata Manager may engage an Expert to provide advice to assist in its determination of the Application.
9. In relation to clause 8, if the Executive Committee or Strata Manager engages an Expert, all associated costs/fees/disbursements will be paid by the Owner/Occupier.
10. The Owner/Occupier is responsible for the costs and related disbursements of the Works.
11. In respect of the Remedial Works the Occupier/Owner will:
  - 11.1 carry these out when and where necessary; and
  - 11.2 the Owners Corporation may engage an Expert from time to time to advise on Remedial Works; and
  - 11.3 notify the Owners Corporation in writing before they are carried out;
  - 11.4 comply with any reasonable directions of the Owners Corporation:
    - 11.4.1 if the Owner fails to comply with a direction, of the Owners Corporation within three (3) months of the date of the direction, the Owners Corporation may enter the Lot and carry out the Remedial Works and recover any costs/fees/disbursements from the Owner; and
  - 11.5 bear the costs/fees/disbursements of the Remedial Works including the cost of engaging an Expert.
12. The Works and Remedial Works are to be carried out:
  - 12.1 by properly qualified, licensed and accredited installers and/or contractors with a registered ABN;
  - 12.2 with due skill and care using proper materials that are in keeping with the architectural integrity and standard of the building;
  - 12.3 in accordance with the requirements of the manufacturer and any relevant statutory/regulatory authority;
  - 12.4 in compliance with all reasonable requirements of the Owners Corporation and Executive Committee;

- 12.5 in accordance with the Building Code of Australia and any other Australian Standards as applicable;
- 12.6 in a way which least disrupts access by residents to and from the Common Property and their Lots and minimising disruption of their peaceful enjoyment;
- 12.7 minimising vibration, noise, dust and dirt;
- 12.8 promptly and completely removing all rubbish from the property resulting from the Works and completely removing all debris;
- 12.9 ensuring that the security of the property is maintained throughout the performance of the Works;
- 12.10 keeping all areas of the property as clean and tidy as possible; and
- 12.11 promptly repair any damage to any part of the building caused by the Works and/or Remedial Works.
- 13. In the event a Lot or Common Property is damaged as a result of the Works or Remedial Works all costs associated with rectifying the damage are payable by the Owner/Occupier.
- 14. The Owner/Occupier will insure the Works and make no claim upon the Owners Corporation's insurance in respect of anything arising out of the Works. If requested by the Owners Corporation, the Owner/Occupier will provide a copy of the policy to the Owners Corporation and evidence of its currency.
- 15. The Owners/Occupier will indemnify and keep indemnified the Owners Corporation against the following, arising directly or indirectly from the Works or from the failure to comply with this By-Law:
  - 15.1 All actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought or made against the Owners Corporation;
  - 15.2 Any sum payable by way of increased premiums;
  - 15.3 Any costs or damages incurred by or for which the Owners Corporation is or becomes liable.
- 16. The Owner/Occupier will sign all documents and do all things necessary to give full effect of this by-law.

## **Special By-Law No. 2 - Fencing (Dealing AM674068)**

### **SPECIAL BY-LAW 2 - FENCING**

#### **A. DEFINITIONS**

In this by-law, the following definitions and meanings shall apply:

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender;
- (iii) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act;
- (iv) "the Act" means the Strata Schemes Management Act 1996 (NW) as amended from time to time.
- (v) "the Lots" means each of Lots 51 to 58 in Strata Plan No. 77600 and any subdivision or consolidation of those Lots.
- (vi) "the Owner" means the owner or owners from time to time of each of the Lots.
- (vii) "the Works" means the installation of an aluminium tubular pool fence with rod top in a colour and style that is in keeping with the rest of the building with supporting posts to be concreted to the ground. Such fence is to be erected along the common boundary between any two of the Lots to divide each courtyard from the other. For the sake of clarity, this by-law excludes the southern fences of all of the Lots, the eastern fence of Lot 58 and the western fence of Lot 51 which are common property.

#### **B. GRANT OF RIGHTS**

- 1. Subject to the conditions in paragraph C of this by-law, the Owner will have:
  - (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
  - (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

For the purpose of this by-law it is noted that some of the Works have already been performed prior to the date of approval of this by-law.

#### **C. CONDITIONS**

##### **Repairs and Maintenance**

- 1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.

3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

#### **Before the Works**

4. Before starting the Works, the Owner must:
  - (a) provide the Owners Corporation with evidence of currency for the duration of the Works of Contractors' All Risk insurance cover to a minimum of \$10,000,000, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works); and
  - (b) confirm by Survey the width and breadth of the area to be fenced.

#### **Performance of the Works**

5. In performing the Works, the Owner must:
  - (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
  - (b) comply with the Building Code of Australia and all pertinent Australian Standards;
  - (c) not allow the obstruction of reasonable use of the common property in the course of the Works, by construction materials, tools, machines, debris or motor vehicles;
  - (d) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
  - (e) move building materials, tools and debris through the common property in a manner that minimises the risk of damage to common property;
  - (f) remove all debris generated by the works regularly from the building and not store it on common property or leave it in the Owners Corporation's rubbish bins;
  - (g) protect all areas of the building outside the Lots from damage by the Works or by the transportation of construction materials, equipment and debris;
  - (h) keep all areas of the building outside the Lots clean and tidy throughout the performance of the Works; and
  - (i) only perform the Works between the hours of 8.00 am and 4.30 pm from Monday to Friday and between 9.00 am and 1.00 pm on Saturday, excluding public holidays.

### **Damage**

6. The Owner must repair promptly any damage caused or contributed to by the Works or by the failure to repair and maintain the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

### **Indemnity**

7. The owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, including the use, repair, maintenance, renewal and replacement of the Works.

### **Right to Remedy Default**

8. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
  - (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the parcel to carry out that work; and
  - (c) recover the costs of carrying out that work from the Owner.
9. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the Works referred to in clause 8 above.
10. All costs payable by the Owner pursuant to clause 8 above, shall be payable as a debt due to the Owners Corporation and if not paid at the end of one month after becoming due and payable, shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2010 or any Regulation which replaces that Regulation.

## Special By-Law No. 3 – Renovations – Lot 68 (Dealing AM674068)

### Special By-Law No. 3 – Renovations (lot 68))

#### **1. Introduction**

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- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

#### **2. Definitions & Interpretation**

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- 2.1 In this by-law:

“**Building**” means the building to which the Works are attached.

“**Common Property**” means the common property for the Strata Scheme.

“**Development Act**” means the *Strata Schemes (Freehold Development) Act 1973*.

“**Executive Committee**” means the executive committee of the Owners Corporation.

“**Lot**” means lot 68 within the Strata Scheme.

“**Management Act**” means the *Strata Schemes Management Act 1996*.

“**Occupier**” means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“**Owner**” means the owner of the Lot and that owner’s successors in title.

“**Owners Corporation**” means the owners corporation for the Strata Scheme.

“**Strata Managing Agent**” means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

“**Strata Plan**” means the strata plan for the Strata Scheme.

“**Strata Scheme**” means the Strata Scheme in respect of which this by-law applies.

“**Strata Legislation**” means the Development Act and the Management Act.

“**Works**” means moving out an external wall, as shown on the plan annexed to this by-law, including all relevant ancillary works.

- 2.2 In this by-law:

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

- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 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,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Authorisation and Right of Exclusive Use**

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#### **3.1 Authorisation**

- 3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property. If requested by the Owner, the Owners Corporation must promptly sign any landowner consent required so that the Owner can lodge a development or other application to the local council or any other consent authority in relation to the Works.

#### **3.2 The Grant of Exclusive Use**

- 3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

#### **3.3 Rights of the Owners Corporation**

- 3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.



### **3.4 Responsibility for Maintenance and Upkeep**

- 3.4.1** The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of their Works.

## **4. Terms & Conditions**

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### **4.1 Before Commencement of the Works**

- 4.1.1** Before commencing the Works the Owner must:

- 4.1.1.1** give the Owners Corporation at least 14 days' notice of the commencement of the Works; and
- 4.1.1.2** obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.
- 4.1.1.3** pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law, and
- 4.1.1.4** if not already provided, provide to the Owners Corporation a certificate from a qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building.

- 4.1.2** If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

- 4.1.3** The Works must not be conducted until this by-law is registered.

### **4.2 During the Conduct of the Works**

- 4.2.1** During the Works the Owner must:

**4.2.1.1 Standard of Workmanship**

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

#### **4.2.1.2 Appearance of the Works**

Make sure the Works are consistent in appearance with the rest of the Strata Scheme.

#### **4.2.1.3 Debris**

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

#### **4.2.1.4 Storage of Building Materials on Common Property**

make sure that no building materials are stored on Common Property,

#### **4.2.1.5 Times for Renovations**

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and 8.00 am – 12 noon Saturday and are not performed on Sundays or public holidays,

#### **4.2.1.6 Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00 am – 3.00 pm Monday – Friday and 8.00 am – 12noon Saturday and are not used on Sundays or public holidays.

#### **4.2.1.7 Interruption to Services**

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

#### **4.2.1.8 Costs of Works**

pay all costs associated with the Works,

#### **4.2.1.9 Comply with All Laws**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

#### **4.2.1.10 Right of Access**

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

### **4.3 After the Conduct of the Works**

#### **4.3.1 After the Works are complete, each Owner must:**

- 4.3.1.1 promptly notify the Owners Corporation that the Works are complete,
- 4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and
- 4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

### **4.4 Enduring Obligations**

The Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

### **4.5 Indemnity**

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

### **4.6 Access**

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

## **5. Breach of this By-Law**

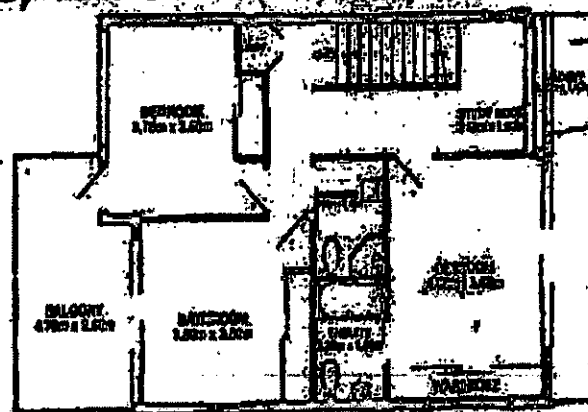
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- 5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

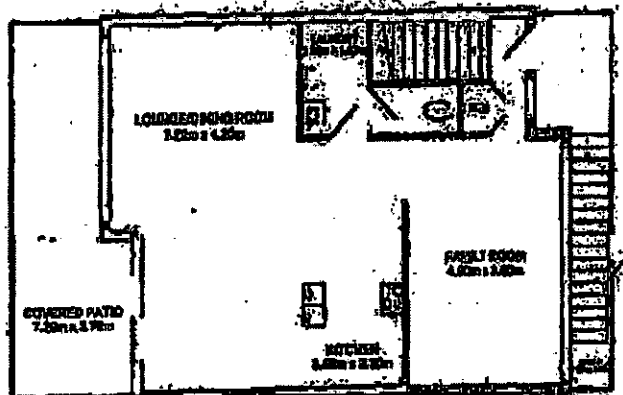
- 5.1.1 rectify any such breach,

- 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
- 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

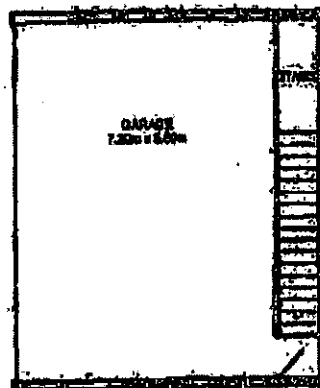
## 68/48a Consul Road, Brookvale



First Floor



Entry Level



Lower Garage

→ Balcony  
→ Study max  
window  
partitioned  
to be in  
line with  
Master  
Bedroom



*Handwritten signature*

## Special By-Law No. 4 – Exhaust Fans – All Lots (Dealing AM674068)

### Special By-Law No. 4 – Exhaust Fans (All Lots)

#### 1. Introduction

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- 1.1 This by-law authorises Works to be conducted on Common Property by each Owner.
- 1.2 This by-law further grants to each Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

#### 2. Definitions & Interpretation

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##### 2.1 In this by-law:

“**Building**” means the building to which the Works are attached.

“**Common Property**” means the common property for the Strata Scheme.

“**Development Act**” means the *Strata Schemes Development Act 2015*.

“**Lot**” means all lots within the Strata Scheme.

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

“**Owner**” means the owner of a Lot for the time being and that owner’s successors in title. Where relevant a reference to **Owner** will be to the Owner who carried out particular Works or whose Lot benefits from or is serviced by particular Works.

“**Owners Corporation**” means the owners corporation for the Strata Scheme.

“**Strata Committee**” means the strata committee of the Owners Corporation.

“**Strata Plan**” means the strata plan for the Strata Scheme.

“**Strata Scheme**” means the Strata Scheme in respect of which this by-law applies.

“**Strata Legislation**” means the Development Act and the Management Act.

“**Works**” means the installation (by or on behalf of an Owner), replacement or upgrading of an exhaust fan or extractor fan to extract air from that Owner’s Lot. Where relevant, a reference to **Works** means the Works which service or will service a particular Owner’s Lot.

##### 2.2 In this by-law:

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

- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 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,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Authorisation and Right of Exclusive Use**

---

#### **3.1 Authorisation**

- 3.1.1 Each Owner has a special privilege to and is specifically authorised to conduct the Works.
- 3.1.2 For any Owner who carried out Works before this by-law was passed, that Owner has a special privilege to keep and maintain the Works, subject to the terms of this by-law (including but not limited to clauses 3.4, 4.4 and 4.5).

#### **3.2 The Grant of Exclusive Use**

- 3.2.1 Each Owner will have a right of exclusive use and enjoyment of so much of their Works as comprise part of the Common Property, and so much of the Common Property as is required to hold the Works, on the terms and conditions set out in this by-law.

#### **3.3 Rights of the Owners Corporation**

- 3.3.1 The right of exclusive use and enjoyment granted to each Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that

Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

### **3.4 Responsibility for Maintenance and Upkeep**

- 3.4.1 Each Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, their Works and, when necessary, renewing or replacing any part of their Works.

## **4. Terms & Conditions**

---

### **4.1 Before Commencement of the Works**

- 4.1.1 Before commencing the Works the Owner must:

- 4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and
- 4.1.1.2 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

- 4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

### **4.2 During the Conduct of the Works**

- 4.2.1 For such of the Works as are not already done, during the Works an Owner must:

#### **4.2.1.1 Standard of Workmanship**

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

#### **4.2.1.2 Appearance of the Works**

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme, so that any externally visible parts of the exhaust fans installed by different owners are consistent in appearance,

#### **4.2.1.3 Debris**

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,



**4.2.1.4 Storage of Building Materials on Common Property**

make sure that no building materials are stored on Common Property,

**4.2.1.5 Times for Renovations**

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

**4.2.1.6 Interruption to Services**

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

**4.2.1.7 Costs of Works**

pay all costs associated with the Works,

**4.2.1.8 Comply with All Laws**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

**4.2.1.9 Right of Access**

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

**4.3 After the Conduct of the Works**

**4.3.1 After the Works are complete, each Owner must:**

**4.3.1.1** promptly notify the Owners Corporation that the Works are complete,

**4.3.1.2** restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

**4.3.1.3** provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

#### **4.4 Enduring Obligations**

Each Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired,
- 4.4.3 ensure that and any holes or penetrations made to enable any part of the exhaust fan (or their associated equipment) to enter or service the Lot are at all times adequately sealed and waterproofed, and
- 4.4.4 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

#### **4.5 Indemnity**

Each Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

#### **4.6 Access**

The Owners Corporation must give each Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling each Owner to comply with any condition imposed by this by-law.

#### **5. Breach of this By-Law**

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- 5.1 If an Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
  - 5.1.1 rectify any such breach,
  - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
  - 5.1.3 recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

## Special By-Law No. 5 – Air Conditioners – All Lots (Dealing AM674068)

### Special By-Law No. 5 – Air Conditioners (All Lots)

#### **1. Introduction**

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- 1.1 This by-law authorises Works to be conducted on Common Property by an Owner.
- 1.2 This by-law further grants to each Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

#### **2. Definitions & Interpretation**

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- 2.1 In this by-law:

“**Building**” means the building to which the Works are attached.

“**Common Property**” means the common property for the Strata Scheme.

“**Development Act**” means the *Strata Schemes Development Act 2015*.

“**Lot**” means all lots within the Strata Scheme, and where relevant, means the Lot which is serviced by particular Works.

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

“**Owner**” means all owners of a Lot for the time being and their successors in title. Where relevant “**Owner**” means the owner of the Lot which a particular air conditioner services.

“**Owners Corporation**” means the owners corporation for the Strata Scheme.

“**Strata Committee**” means the Strata Committee of the Owners Corporation.

“**Strata Managing Agent**” means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

“**Strata Plan**” means the strata plan for the Strata Scheme.

“**Strata Scheme**” means the Strata Scheme in respect of which this by-law applies.

“**Strata Legislation**” means the Development Act and the Management Act.

“**Works**” means the installation, maintenance, repair and replacement of an air conditioning unit, including such pipes wires and conduits as are necessary (including through a wall) to connect the air conditioner to service the inside of the Lot, and where relevant this includes air conditioners which were in existence as at the date of registration of the Strata Plan. Where relevant, **Works** means the Works which service or will service a particular Owner’s Lot.

- 2.2 In this by-law:
  - 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - 2.2.3 words importing the singular number include the plural and vice versa,
  - 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
  - 2.2.5 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,
  - 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
  - 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
  - 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Authorisation and Right of Exclusive Use**

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#### **3.1 Authorisation**

- 3.1.1 Each Owner is specifically authorised to and has a special privilege to conduct the Works.
- 3.1.2 If any Owner had carried out Works before this by-law was passed, then that Owner has a special privilege to keep and maintain those Works, subject to the terms of this by-law.

#### **3.2 The Grant of Exclusive Use**

- 3.2.1 Each Owner will have a right of exclusive use and enjoyment of so much of the Works (past or future) as comprise part of the Common Property on the terms and conditions set out in this by-law.

### **3.3 Rights of the Owners Corporation**

- 3.3.1 The right of exclusive use and enjoyment granted to each Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

### **3.4 Responsibility for Maintenance and Upkeep**

- 3.4.1 Each Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.
- 3.4.2 The Owners Corporation specially resolves and has specially resolved pursuant to section 106(3) of the Act that:
- (a) it is inappropriate to maintain, renew, replace or repair any air conditioner (or any part of it) servicing one Lot; and
  - (b) this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

## **4. Terms & Conditions**

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### **4.1 Before Commencement of the Works**

- 4.1.1 For Works that have not been done as at the date this by-law was passed, before commencing the Works, each Owner must:
- 4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and
  - 4.1.1.2 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.
- 4.1.2 If an Owner does not comply with the conditions set out in clause 4.1.1 that Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.
- 4.1.3 The Works must not be conducted until this by-law is registered.

## **4.2 During the Conduct of the Works**

### **4.2.1 During the Works each Owner must:**

#### **4.2.1.1 Standard of Workmanship and Functionality**

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, and involve as minimal alterations to Common Property as possible, and ensure that adequate drainage is provided for,

#### **4.2.1.2 Appearance of the Works**

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme, so that any externally visible parts of the air conditioners installed by different owners are consistent in appearance,

#### **4.2.1.3 Quality of the Works**

make certain the Works are in accordance with any specification,

#### **4.2.1.4 Debris**

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

#### **4.2.1.5 Storage of Building Materials on Common Property**

make sure that no building materials are stored on Common Property,

#### **4.2.1.6 Times for Renovations**

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

#### **4.2.1.7 Interruption to Services**

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

#### **4.2.1.8 Costs of Works**

pay all costs associated with the Works,

#### **4.2.1.9 Comply with All Laws**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

#### **4.2.1.10 Right of Access**

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

### **4.3 After the Conduct of the Works**

#### **4.3.1 After the Works are complete, each Owner must:**

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, including without limitation rendering and painting the outside of the Building back to the original condition with the paintwork repairs being colour-matched to the building by a qualified colour expert, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

### **4.4 Enduring Obligations**

Each Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.4.4 ensure that:

(a) the Works do not create any excessive noise or otherwise interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using their lot or the Common Property;

(b) any holes or penetrations made to enable any part of the air-conditioners to enter the Lot are at all times adequately sealed and waterproofed; and

- (c) the air-conditioning units have appropriate fittings to make certain that any condensation does not drip onto any other part of the Building.

#### **4.5 Indemnity**

Each Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

#### **4.6 Access**

The Owners Corporation must give an Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling that Owner to comply with any condition imposed by this by-law.

### **5. Breach of this By-Law**

- 5.1 If an Owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
  - 5.1.1 rectify any such breach,
  - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
  - 5.1.3 recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

## **Special By-Law No. 6 – Kitchen and Bathroom Renovations – All Lots (Dealing AM674068)**

### **Special By-Law No. 6 – Kitchen and Bathroom Renovations (All Lots)**

#### **1. Introduction**

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- 1.1 This by-law authorises Works to be conducted on Common Property by each Owner.
- 1.2 This by-law further grants to each Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

#### **2. Definitions & Interpretation**

---

- 2.1 In this by-law:

“Building” means the building to which the Works are attached.



**“Common Property”** means the common property for the Strata Scheme.

**“Development Act”** means the *Strata Schemes Development Act 2015*.

**“Lot”** means all lots within the Strata Scheme.

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

**“Owner”** means the owner of a Lot for the time being and that owner’s successors in title. Where relevant a reference to **Owner** will be to the Owner who carried out or intends to carry out particular Works or whose Lot was or is benefited or affected by particular Works.

**“Owners Corporation”** means the owners corporation for the Strata Scheme.

**“Strata Committee”** means the strata committee of the Owners Corporation.

**“Strata Managing Agent”** means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

**“Strata Plan”** means the strata plan for the Strata Scheme.

**“Strata Scheme”** means the Strata Scheme in respect of which this by-law applies.

**“Strata Legislation”** means the Development Act and the Management Act.

**“Works”** means:

- (a) Bathroom renovations, including removal of tiles, removal of fixtures, waterproofing, new lights in the ceiling, new floor and wall tiles, new fixtures and affixing them to walls, new plumbing including chasing pipes into common property walls, new floor drains, affixing new fixtures to walls, and all associated electrical and plumbing works; and
- (b) Kitchen renovations, including removal of tiles and flooring, removal of fixtures, new lights in the ceiling, new flooring, new fixtures and affixing them to walls, new plumbing including chasing pipes into common property walls, rangehoods including ducting them through common property walls (so they are consistent in appearance with the Building) and ceilings and all associated electrical and plumbing works,

and where relevant **Works** means the Works which service a particular Owner’s Lot.

## 2.2 In this by-law:

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

- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 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,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law,
- 2.2.8 if any provision of this by-law is void, unenforceable or illegal, then the rest of this by-law will be read as if that provision was not part of this by-law, and
- 2.2.9 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **3. Authorisation and Right of Exclusive Use**

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#### **3.1 Authorisation**

- 3.1.1 Each Owner is specifically authorised to and has a special privilege to conduct the Works on the Common Property.
- 3.1.2 If any Owner had carried out Works before this by-law was passed, then that Owner has a special privilege to keep and maintain those Works, subject to the terms of this by-law.

#### **3.2 The Grant of Exclusive Use**

- 3.2.1 Each Owner will have a right of exclusive use and enjoyment of so much of their Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

### **3.3 Rights of the Owners Corporation**

- 3.3.1 The right of exclusive use and enjoyment granted to each Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

### **3.4 Responsibility for Maintenance and Upkeep**

- 3.4.1 Each Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, their Works and, when necessary, renewing or replacing any part of their Works.

## **4. Terms & Conditions**

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### **4.1 Before Commencement of the Works**

- 4.1.1 For Works that have not been done as at the date this by-law was passed, before commencing the Works, each Owner must:

- 4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works; and
- 4.1.1.2 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy.

- 4.1.2 The Works must not be conducted until this by-law is registered.

### **4.2 During the Conduct of the Works**

- 4.2.1 During the Works, an Owner must:

#### **4.2.1.1 Standard of Workmanship and replacement of pipes**

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons (including qualified plumbers to do all plumbing work and qualified electricians to do all electrical work) utilising only first quality materials which are good and suitable for the purpose for which they are used, and must, if renovating a bathroom, waterproof all bathroom floors and other wet areas forming part of the Works to the relevant Australian Standard;

#### **4.2.1.2 Time for Completion of Works**

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

**4.2.1.3 Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

**4.2.1.4 Debris**

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

**4.2.1.5 Storage of Building Materials on Common Property**

make sure that no building materials are stored on Common Property,

**4.2.1.6 Times for Renovations**

ensure that the Works are only carried out between the hours of 8.00am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

**4.2.1.7 Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am – 3.00pm Monday – Friday and are not performed on weekends or public holidays,

**4.2.1.8 Interruption to Services**

give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

**4.2.1.9 Vehicles**

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

**4.2.1.10 Costs of Works**

pay all costs associated with the Works,

**4.2.1.11 Comply with All Laws**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

#### **4.2.1.12 Right of Access**

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

### **4.3 After the Conduct of the Works**

#### **4.3.1 After the Works are complete, each Owner must:**

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

### **4.4 Enduring Obligations**

Each Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident, and

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

### **4.5 Indemnity**

Each Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

### **4.6 Access**

The Owners Corporation must give each Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling each Owner to comply with any condition imposed by this by-law.

## **5. Breach of this By-Law**

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- 5.1 If an Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
  - 5.1.1 rectify any such breach,
  - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
  - 5.1.3 recover as a debt due from that Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

## **Special By-Law No. 7 – No Smoking – All Lots (Dealing AM674068)**

### **Special bylaw No. 7 - No Smoking (All Lots)**

1. In this by-law:
  - (a) **“Common Property”** means the common property for the Strata Scheme.
  - (b) **“External Areas”** means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, verandah, terrace or deck.
  - (c) **“Lot”** means all lots within the Strata Scheme.
  - (d) **“Occupier”** means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.
  - (e) **“Owner”** means the owner of a Lot and that owner’s successors in title.
  - (f) **“Strata Scheme”** means the Strata Scheme in respect of which this by-law applies.
2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property) closed.
3. In addition to clause 2, an Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the common property or any other Lot.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

## Special By-Law No. 8 – Minor Renovations (Added)

### 1. Introduction

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

### 2. Definitions & Interpretation

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

- (a) **"Act"** means the *Strata Schemes Management Act 2015*,
- (b) **"building"** means the building in the strata scheme in which your lot is located,
- (c) **"common area"** means the common property in the strata scheme,
- (d) **"lot"** means a lot in the strata scheme,
- (e) **"minor renovations"** means any work to a common area in the building in connection with your lot for the following purposes:
  - (i) renovating a kitchen,
  - (ii) renovating a bathroom in a manner that does not involve waterproofing,
  - (iii) renovating any other room in your lot in a manner that does not involve waterproofing or structural changes,
  - (iv) changing recessed light fittings,
  - (v) installing or replacing wiring or cabling or power or access points,
  - (vi) installing or replacing pipes and ducts,
  - (vii) work involving reconfiguring walls in a manner that does not involve structural changes,
  - (viii) installing a rainwater tank,
  - (ix) installing a clothesline,
  - (x) installing double or triple glazed windows,
  - (xi) installing a heat pump or hot water service,
  - (xii) installing ceiling insulation,
  - (xiii) installing an aerial or antenna,
  - (xiv) installing a satellite dish with a diameter no greater than 1.5 metres,
  - (xv) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your lot,but cannot include non-minor renovations,
- (f) **"non-minor renovations"** means:



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

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

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

### **3. Minor Renovations Approval Process**

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#### **3.1 Minor Renovations Require Approval**

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

#### **3.2 The Approval Process**

- 3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.
- 3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

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

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

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

3.2.6 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

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

#### **4. Conditions for Minor Renovations**

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##### **4.1 Before the Minor Renovations**

4.1.1 Before commencing the minor renovations, you must:

**(a) Prior Notice**

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

**(b) Contractor's Licence and Insurance Details**

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

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

**(c) Engineer's Report**

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

**(d) Dilapidation Report**

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

**(e) Bond**

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

**(f) Costs**

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

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

**4.2 During the Minor renovations**

During the minor renovations you must:

**(a) Standard of Workmanship**

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

**(b) Quality of Minor Renovations**

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

**(c) Time for Completion of Minor Renovations**

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

**(d) Times for Minor Renovations**

ensure that the minor renovations are only carried out between the hours of 7.30am – 5.00pm on Monday – Friday and 7.30am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

**(e) Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 7.30am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other lots in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

**(f) Appearance of Minor Renovations**

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

**(g) Noise During Minor Renovations**

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

**(h) Transportation of Construction Equipment**

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

**(i) Debris**

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

**(j) Storage of Building Materials on Common Areas**

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

**(k) Protection of Building**

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

**(l) Daily Cleaning**

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

**(m) Interruption to Services**

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

**(n) Access**

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

**(o) Vehicles**

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

**(p) Security**

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

**(q) Variation to Minor Renovations**

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

**(r) Costs of Minor renovations**

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

**4.3 After the Minor Renovations**

After the minor renovations have been completed, you must:

**(a) Notify the Owners Corporation**

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

**(b) Access**

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

**(c) Restore the Common Areas**

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

**(d) Expert's Report**

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

**4.4 Enduring Obligations**

You must:

**(a) Maintenance of Minor Renovations**

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

**(b) Repair Damage**

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

**(c) Prevent Excessive Noise**

ensure that any equipment forming part of the minor renovations such as an air conditioning system does not create or generate any heat, noise or vibrations that are likely to interfere with

the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area,

**(d) Indemnity**

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

**(e) Insurance**

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

**(f) Comply with the Law**

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

**5. Bond**

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

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

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

**6. Breach of this By-Law**

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

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

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

## **7. Approvals**

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

## **8. Specification of Additional Minor Renovations**

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

## **9. Decision of Owners Corporation not to Maintain Minor Renovations**

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To avoid doubt, the owners corporation determines that:

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

## **Special By-Law No. 9 – Prohibiting Illegal Uses (Including Unlawful Short Term Accommodation) (Added)**

### **1. Introduction**

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- (1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose including unlawful short term accommodation.
- (2) You must comply with this by-law.
- (3) If you do not comply with this by-law the owners corporation may take action against you.
- (4) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

### **2. Definitions**

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In this by-law:

**“Council”** means the Northern Beaches Council and any successor;

**“LEP”** means the *Warringah Local Environmental Plan 2011* including any amendment of it and any planning instrument replacing it;

**“lot”** means a lot in the strata scheme;

**“permissible short term accommodation”** means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

**“prohibited short term accommodation”** means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

**“strata scheme”** means the strata scheme based on Strata Plan No. 77600;

**“unlawful short term accommodation”** means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

**“you”** means an owner, occupier or lessee of a lot.

### **3. Prohibiting Illegal Uses**

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You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

### **4. Use of Lots as Domiciles**

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You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose, in which case you may use your lot for that other purpose.



## **5. Prohibiting Unlawful Short Term Accommodation**

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- (1) You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.
- (2) You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

## **6. Prohibiting Advertising of Illegal Uses**

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You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this by-law.

## **7. Restriction on Occupancy Numbers**

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You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

## **Special By-Law No. 10 – Restrictions on Parking on Common Property (Added)**

1. In addition to the provisions contained in By-Law No. 3 (Vehicles etc. on Common Property), By-Law No. 42 (Traffic on Common Property) and By-Law 44 (Visitors Carspaces), the following provisions apply as regards the parking of vehicles in the strata scheme: -
  - (a) No parking or standing of any motor or other vehicle ("vehicle") is permitted on any part of the private access road ("private road") leading to the strata scheme from Consul Road, in the positions indicated by the solid yellow lines so marked on the private road.
  - (b) Parking of a vehicle is only permitted in the designated parking spaces on the south side of the private road.
  - (c) No parking is permitted at any time on any white painted "No Parking" areas that are marked on any roadway area in the strata scheme at any time.
  - (d) Except for the purposes of loading or unloading of goods, and only with the prior approval of the owners corporation:
    - (i) an owner or occupier of a lot, or
    - (ii) that person's visitors, or
    - (iii) any tradesperson of an owner or occupier or of the owners corporation undertaking work to a lot or to the common property (as the case may be), or
    - (iv) any removalist of an owner or occupier that is moving goods or other large items in or out of a building,must not park a vehicle in any area that is situated between the white painted "No Parking" areas so marked on the roadway area outside the Jacaranda Building (being the building in which Lots 51 to 58 (inclusive) are situated).
  - (e) If a person is permitted by clause (d) to park a vehicle, then that person must not stand the vehicle in such area with the engine left on and must turn off the engine of the vehicle at all times the vehicle is situated within that area.
2. This by-law is to be read in conjunction with the provisions of By-Law No. 3 (Vehicles etc. on Common Property), By-Law No. 42 (Traffic on Common Property) and By-Law 44 (Visitors Carspaces) ("Prior By-Laws"). For the avoidance of doubt, if there is any inconsistency between this Special By-Law No. 10 and any of the Prior By-Laws, this Special By-law No. 10 prevails to the extent of any inconsistency.

## Special By-Law No. 11 - Rules and Recovery of Costs by Owners Corporation (Added)

### 1. Introduction

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This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

### 2. Definitions

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

- 2.1 **"by-laws"** means any by-laws in force in respect of the strata scheme;
- 2.2 **"cleaning costs"** means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;
- 2.3 **"demand"** means a written demand from us to you;
- 2.4 **"denial of access"** means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on, or undertake a pest inspection, extermination or treatment of, the common property or your lot;
- 2.5 **"denial of access costs"** means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;
- 2.6 **"expenses"** means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance excess, an insurance increase, remedy expenses and repair costs;
- 2.7 **"false alarm"** means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;
- 2.8 **"false alarm expenses"** means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);
- 2.9 **"fire alarm"** means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;
- 2.8 **"insurance excess"** means an amount equal to any insurance excess payable by us arising out of or in consequence of a claim made on a policy of insurance held by us arising out of or concerning your lot or the common property in connection with your lot including any damage to your lot or its contents or that common property;
- 2.10 **"insurance increase"** means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;
- 2.11 **"interest"** means interest payable on expenses in accordance with this by-law;
- 2.12 **"invitee"** includes a guest or contractor;

- 2.13 “**key**” means any key to access the strata scheme or your lot;
- 2.14 “**key charges**” means any cost or expense incurred by us issuing you with a replacement key;
- 2.15 “**lot**” means a lot in the strata scheme;
- 2.16 “**occupier**” means a person in occupation of a lot and includes a tenant;
- 2.17 “**owner**” means an owner of a lot;
- 2.18 “**recovery costs**” means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent’s costs and legal costs on an indemnity basis;
- 2.19 “**remedy expenses**” means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant’s costs;
- 2.20 “**repair costs**” means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;
- 2.21 “**Strata Act**” means the *Strata Schemes Management Act 2015*;
- 2.22 “**strata scheme**” means the strata scheme to which this by-law applies;
- 2.23 “**us**” or “**we**” means the owners corporation; and
- 2.24 “**you**” means an owner or occupier.

### **3. Interpretation**

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In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 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;
- 3.5 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 the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

#### **4. General Rules**

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- 4.1 You must not breach any by-laws.
- 4.2 You must not cause a false alarm.
- 4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).
- 4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).
- 4.5 You must not dirty or soil the common property.
- 4.6 You must not do or omit to do anything that causes us to incur or pay an insurance excess or that causes an insurance premium payable by us to increase.
- 4.7 You must not cause a denial of access.
- 4.8 You must not lose a key.
- 4.9 You must not request that we or our contractor repair any part of your lot or its contents.

#### **5. General Obligations**

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- 5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.
- 5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

#### **6. Payment of Expenses**

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If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

#### **7. Interest on Expenses**

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If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

#### **8. Payment of Recovery Costs**

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You are liable to pay or reimburse us for any recovery costs on demand.

#### **9. Recovery of Expenses, Interest, Etc**

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We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

#### **10. Mode of Recovery of Expenses, Interest, Etc**

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If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

#### **11. Appropriation of Payments**

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We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

#### **12. Sale of Lot**

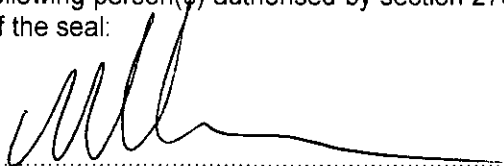
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If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

## Execution Page

The seal of The Owners - Strata Plan No. 77600 was affixed on 3 June 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:



Name(s):

Murray Cameron

Authority:

Strata Manager

