

ePlan

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SP79088 & lot 22 in DP270113
(Sheet 1 of 18 sheets)

**PALERMO & PALERMO COMMERCIAL
BAYWATER DRIVE, HOMEBUSH BAY**

**Strata Schemes (Freehold Development) Act 1973
Division 2B**

Ss 28R-28W and Schedule 1C

STRATA MANAGEMENT STATEMENT

**TERMS AND CONDITIONS
OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION**

REGISTERED



17.8.2007

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STRATA MANAGEMENT STATEMENT

1. PARTIES BOUND

The terms of this statement are binding on:

- (a) Palermo owners corporation;
- (b) Palermo commercial owners corporation;
- (c) the owners;
- (d) the occupiers; and
- (e) any other person in whom an interest in any part of the land vests.

2. DEFINITIONS AND INTERPRETATION

2.1 Definition

In this statement, unless the contrary intention occurs:

"Act" means the Strata Schemes (Freehold Development) Act 1973 as amended or the Strata Schemes Management Act 1996, as the context requires.

"approved insurer" has the meaning in the Act.

"approved estate management agreement" means an agreement required by the building management committee to be entered into under clause 10.3.

"building" means the improvements erected on the land.

"building management committee" means the committee established under clause 3.1.

"building manager" is the person for the time being appointed by the building management committee under clause 21.

"budget" means the estimate of costs referred to in clause 15.3.

"committee manager" means the person for the time being appointed as committee manager under clause 13.3.

"common property" means the common property forming part of a strata scheme.

"defaulting member" means a member which fails to contribute to costs as required by part 15.

"development lot" means a lot in the stratum plan.

"easements" mean easements registered, or intended or proposed to be created under the Conveyancing Act 1919, benefiting or burdening the land or any part of it or benefiting or burdening any lot of which a member is the owner including but not limited to:

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- (a) carriageway;
- (b) access for services;
- (c) support;
- (d) services; and
- (e) any other purposes approved from time to time in accordance with this statement.

"estate management services" means:

- (a) the services referred to in part 21; and
- (b) such other services as the building management committee determines to be estate management services in respect of the land.

"governmental agency" means any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

"insurance" means all insurance required to be effected under clause 17.1 with an approved insurer in which more than one owner has an interest and any other insurance determined by the building management committee to be required for the building.

"land" means all or part of lots 19 and 22 in DP 270113.

"member" means each of the Palermo owners corporation and the Palermo commercial owners corporation.

"occupiers" means the tenants, occupiers, invitees and/or mortgagees in possession of a stratum lot or strata lot as is appropriate.

"ordinary resolution" means a resolution in favour of which more than 50% of all eligible votes are cast.

"original proprietor" means Payce Properties Pty Limited ACN 008 644 611 or any nominee of Payce Properties Pty Limited ACN 008 644 611 notified to the building management committee.

"owners" means the owners of the stratum lots and strata lots, and **"owner"** means any of those persons.

"Palermo common property" means the common property forming part of the Palermo strata scheme.

"Palermo owners corporation" means the owners corporation of the Palermo strata scheme.

"Palermo strata plan" means strata plan SP 79088.

"Palermo strata scheme" means the strata scheme constituted on registration of a plan of strata subdivision of lot 19 in DP 270113.

"Palermo commercial lot" means lot 22 in DP 270113.

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"Palermo commercial owners corporation" means the owner of the Palermo commercial stratum or, if the Palermo commercial strata scheme is created, the owners corporation of that scheme.

"payment notice" means a notice given under clause 15.5.

"refurbishment works" means any works, repairs, renovations and refurbishment of the building to be carried out under part 14.

"representative" means a natural person appointed for the purposes of clause 3.2 being in relation to any member which is an owner's corporation, an officer of the strata manager appointed by that member.

"schedule A" means the schedule of shared facilities attached as schedule A to this statement.

"secretary" means the secretary of the building management committee appointed pursuant to part 4.

"share" means a proportion of shared costs determined in accordance with schedule A.

"shared costs" means all costs, expenses, fees and other outgoings incurred by the building management committee or a member (as the case may be) in relation to:

- (a) the construction, installation, maintenance, repair, renovation and/or replacement of a shared facility;
- (b) estate management services;
- (c) insurances;
- (d) any other amounts determined by the building management committee to be shared costs.

"shared facility" or **"shared facilities"** means the services, machinery, equipment and areas set out in schedule A or determined pursuant to part 10, and includes any area or structure required for the installation or operation of the same.

"statement" means this strata management statement.

"strata by-laws" means the by-laws in force in relation to a strata scheme, as amended from time to time.

"strata lot" means a lot in either the Palermo strata plan and the Palermo commercial stratum plan.

"strata manager" means the strata managing agent for the time being appointed by the building management committee.

"strata scheme" means and includes any strata scheme constituted on registration of a strata plan in respect of the land.

"stratum lot" means lot 22 in DP 270113.

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"stratum plan" means stratum plan of subdivision of lot 6 in DP 270113 registered at the same time as this statement, creating new lot 19 in DP 270113.

"unanimous resolution" means a resolution of the building management committee in favour of which all votes of the member's representatives attending and entitled to vote are cast.

2.2 Interpretation

In this statement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this statement;
- (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 and any governmental agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to this statement;
- (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;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this statement or any part of it;
- (i) a reference to an officer of an association or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purpose; and
- (j) a reference to a business day means a day on which trading banks are open for business in Sydney.

3. ESTABLISHMENT OF BUILDING MANAGEMENT COMMITTEE

3.1 Building management committee

The members must establish and maintain forever the building management committee comprising a representative of each member within 1 month of the registration of this statement.

3.2 Representatives & replacements

- (a) Each member must be represented by its representative at the meetings of the building management committee.

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- (b) Each member must give to each other committee member written notice of the name, address, telephone and facsimile number of its representative.

4. OFFICE BEARERS

4.1 Chairman

The member's representatives must appoint a chairman for each building management committee meeting.

4.2 Office bearers

The member's representatives must appoint a secretary as they consider necessary from time to time. If a committee manager is appointed under clause 13.3, the committee manager may be appointed as secretary of the building management committee.

5. FUNCTIONS OF THE BUILDING MANAGEMENT COMMITTEE

5.1 Functions of committee

The functions of the building management committee are to:

- (a) comply with the Act and this statement;
- (b) carry out the functions and duties allocated to it in this statement;
- (c) make and implement decisions in respect of relevant matters referred to in this statement;
- (d) operate, maintain, replace and renew and/or add to the shared facilities as necessary;
- (e) update the list of shared facilities as necessary;
- (f) control the use of the shared facilities justly and fairly;
- (g) make just and fair allocation of the cost of operation, maintenance, replacement, renewal, insurance of or additions or alterations to shared facilities in accordance with schedule A subject to any amendments made in accordance with this statement;
- (h) effect the insurances according to the Act and maintain contracts for maintenance as necessary;
- (i) consider any submissions to the building management committee under clause 10;
- (j) monitor the performance by the members of their obligations under the Act and this statement;
- (k) monitor the performance of any strata manager and building manager;
- (l) appoint one or more of the members as committee manager to perform any of its powers, authorities, duties or functions set out in the Act and in doing so must clearly define the power, authority, duty or function which must be carried out by that member according to the building management committee's direction;

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- (m) if required by the building management committee prepare and carry out the plan for refurbishment works referred to in clause 14.1; and
- (n) consider and determine any other matter which the members determine should be considered by the building management committee.

6. MEETINGS OF BUILDING MANAGEMENT COMMITTEE

6.1 Convening meetings

- (a) The secretary must convene a meeting of the building management committee if:
 - (1) required under this statement; or
 - (2) if a member (who is not a defaulting member) so requires;
 - (3) at least every six months; and
 - (4) if the building management committee decides to do so.
- (b) Unless a majority of members otherwise agree at least 7 days notice of a meeting must normally be given. In the case of an emergency, shorter notice may be given.

6.2 Secretary to prepare notices

The secretary must prepare and distribute notices of meetings and agenda for meetings, and prepare minutes of all meetings, and distribute those agenda and minutes to members as soon as practicable.

7. QUORUM

At any meeting of the building management committee a quorum will comprise representatives of 50% of all members. If a quorum is not present within half an hour after the time appointed for a meeting, the meeting will be adjourned for 2 business days to be held at the same time and at the same place notified for the original meeting. The quorum for the adjourned meeting will be that number of member representatives present at the time appointed for the adjourned meeting.

8. VOTING

Subject to clause 15.7(b) at all meetings of the building management committee, a member (who is not a defaulting member) or its representative, as the case may be, is entitled to exercise one vote.

9. BUILDING MANAGEMENT COMMITTEE DECISIONS

A decision of the building management committee is made by an ordinary resolution of the building management committee.

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10. SUBMISSIONS TO BUILDING MANAGEMENT COMMITTEE

10.1 Proposals

Subject to clause 15.7(b) a member may submit to the building management committee a proposal to:

- (a) vary, modify, repair, renew or replace a shared facility;
- (b) recommend an additional facility for the building that an owner may wish to have installed or set aside as a shared facility in the building;
- (c) vary the schedule of shared facilities;
- (d) alter any external area of the building;
- (e) maintain, repair, refurbish or replace any external area of the building;
- (f) amend this statement;
- (g) replace the strata manager or the building manager or appoint a new strata manager or building manager; or
- (h) consider any other matter or thing to which this statement has application.

10.2 Submission of proposals

A proposal submitted to the building management committee under clause 10.1 must be in writing.

10.3 Estate management agreements

The building management committee may enter into any agreements required by the members in relation to estate management services.

10.4 Alterations to shared facilities or shared costs

The owners and members acknowledge that the shared facilities identified in schedule A may be incomplete and that apportionment of the shared costs may require adjustment as between the parties.

10.5 Amendments of this statement

This statement may only be amended by special resolution of the owners corporation for each strata scheme.

11. SERVICE OF NOTICES AND OTHER DOCUMENTS

11.1 Service

A notice, approval, consent or other communication in connection with this statement:

- (a) must be in writing; and

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- (b) must be left at, or sent by prepaid ordinary post to the address of the addressee's representative (or by email or fax to the email address or fax number of the addressee's representative) notified by the addressee to the other owners in accordance with clause 3.2 or, if the addressee's representative notifies another address or fax number then to that address or fax number.

11.2 Date when effective

Unless a later time is specified in it, a notice, approval, consent or other communication takes effect from the time it is received.

11.3 Receipt of notices

A letter, fax or email is taken to be received:

- (a) if posted on the third day after posting; or
- (b) if faxed or emailed:
- (1) on production of a transmission report by the machine or computer from which the fax or email was sent which indicates that the fax or email was sent in its entirety to the fax number or email address of the recipient; and
 - (2) on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.

12. DISPUTES

12.1 Determination request

A member at any time may write to an expert appointed for that purpose by the building management committee requesting determination of a dispute concerning any matter in this statement.

12.2 Determination

The building management committee is to act as an expert and not as an arbitrator. The building management committee's decision is final and binding on the applicant.

12.3 Information

To assist the building management committee with its determination, the building management committee may request the applicant to submit any information or material which is, in the opinion of the building management committee, relevant to the determination.

12.4 Consultant appointment

The building management committee may retain the services of consultants to assist in considering the dispute.

12.5 Consultant costs

The applicant must pay all costs and expenses incurred by the building management

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committee (including consultant fees) in considering a dispute.

12.6 Payment of cost estimate

The building management committee may, before commencing its determination, estimate the costs and expenses to be incurred by itself in relation to its consideration and require the applicant to pay those estimates to the building management committee. After its consideration is concluded or discontinued, the building management committee must confirm its costs and either require additional payment from, or reimburse, the applicant in an amount equal to the sum by which the estimate is exceeded by, or exceeds, the actual cost.

12.7 Repeat determination requests

It is agreed that, for a period of 3 years after the building management committee has determined a dispute, the building management committee may in its absolute discretion (and without providing any reasons) refuse to consider the same or a similar dispute.

12.8 Expert indemnity

All parties to a dispute determined by the building management committee release and indemnify the building management committee from and against all claims, liabilities, losses, damages, costs and expenses however arising (including by way of negligence) in respect of the determination.

13. OBLIGATIONS AND RIGHTS OF THE PARTIES

13.1 General obligations of the members

Each member must ensure that:

- (a) every owner and person bound by this statement observes the obligations of this statement; and
- (b) the building management committee is and remains properly constituted in accordance with the Act and this statement.

13.2 Compliance by members

- (a) Each member must:
 - (1) promptly comply with its obligations contained or implied in this statement and the Act;
 - (2) pay promptly their respective contributions for the shared facilities in accordance with schedule A (as amended from time to time) and any other payments due under this statement;
 - (3) implement decisions of the building management committee;
 - (4) ensure that the building is effectively managed to a standard appropriate to its permitted use;
 - (5) ensure the proper operation, maintenance, repair, renovation and replacement of the share facilities;

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- (6) not interfere with services used by a member, an owner or occupier bound by this statement;
 - (7) not alter the architectural or landscape standards of the building unless the alteration is supported by unanimous resolution;
 - (8) not release, vary or modify the easement created to drain water or sewerage serving any part of the building without the prior written approval of Sydney Water; and
 - (9) comply with the easements.
- (b) Each member will be responsible for its respective acts and those of its owners and occupiers, contracts, employees and agents in occupying or visiting parts of another member's property and will release that other member, its owners, and occupiers, contractors, employees and agents from any costs, claims or liability unless the other member, its owners, occupiers, contractors, employees or agents have been negligent.
- (c) Each member must use all reasonable endeavours to require its occupiers, owners, contractors, employees and agents to comply with the easements.

13.3 Appointment of committee manager

The building management committee may, on terms determined in its discretion, appoint a committee manager who may:

- (a) perform the duties of the building management committee under this statement; and
- (b) when directed to do so by the building management committee do any act and sign any document for and on behalf of the building management committee.

14. RENOVATION, REFURBISHMENT AND ALTERATIONS

14.1 Review of state of repair

At intervals of not less than 7 years commencing from the date of this statement, the building management committee must meet to discuss the state of the repair of the building, shared facilities. If the building management committee (or the building management committee by unanimous resolution) so requires, refurbishment works must be carried out so as to re-establish the exterior of the building, shared facilities to the satisfaction of the building management committee.

14.2 Disputes

Any dispute regarding the refurbishment works will be dealt with in accordance with part 12.

14.3 Alterations

An owner or member may not without the building management committee's prior consent alter the external appearance of the common property or of a development lot.

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15. PAYMENTS

15.1 Contribution to shared costs

Each member and owner must pay its share in the manner set out in this clause.

15.2 Payment of shared costs

The shared costs and other costs and expenses incurred under this statement must be paid in accordance with this clause unless otherwise specified in this statement or approved by the building management committee.

15.3 Budget

- (a) The building management committee must determine a budget of shared costs for each year ending 30 June.
- (b) The budget must contain itemised details of:
 - (1) each item or matter to which a member must contribute;
 - (2) each member's proportion of a particular matter or item; and
 - (3) the estimated amount of that proportion.

15.4 Payment

- (a) The budget must be submitted to each member before, or as soon as possible after, the commencement of the year to which the budget relates.
- (b) Each member must pay to the building management committee (or the committee manager) its share of shared costs by equal quarterly instalments in advance, no later than the first day of October, January, April and July of each year of the statement (excluding the first payment which must be proportionate if necessary).

15.5 Statement

As soon as practicable (but no later than 3 months) after the expiration of each budget year, the secretary (or the committee manager) must provide each member with a duly audited payment notice signed by the secretary (or the committee manager) specifying the amounts for which each member is responsible and which were incurred during that year. The payment notice must give reasonable details.

15.6 Adjustments

Within 14 days of the receipt by a member of the payment notice referred to in clause 15.5, the member must pay to the building management committee (or the committee manager) the difference (if any) between the amount paid by that member in accordance with clause 15.4 and the amount specified in the payment notice. If there has been an overpayment by a member, that amount must be credited against the member's shared cost liability for the next ensuing quarter.

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15.7 Obligation of members on default by a member

- (a) Any money unpaid by a defaulting member is a debt due and owing to the building management committee together with interest at the rate of 2% per annum above the highest overdraft rate from time to time charged by the Commonwealth Bank of Australia or, if that rate is not available, 2% per annum above the rate applied by the NSW Supreme Court in respect of judgment debts. The interest is to be computed on a daily basis from the date on which the payment is due until payment in full.
- (b) While a member remains a defaulting member:
 - (1) the member is not entitled to exercise a vote at any building management committee meeting;
 - (2) the member is not entitled to request a meeting of the building management committee under clause 6.1 or submit a proposal to the building management committee under clause 10.1.

15.8 Records and books

- (a) The secretary (or the committee manager) must cause proper records and books of account to be kept of all of the amounts payable under this statement and must enter all matters and transactions usually entered in books of account kept by property managers.
- (b) The records and books of account will be kept at the office of the secretary (or the committee manager) and must be available during normal business hours (upon reasonable notice) for inspection by a member or an owner.

15.9 Application of payment

The building management committee (or the committee manager) must deposit all amounts received from members (or the committee manager) under this clause into a trust account and must apply all amounts towards the payment of all invoices, statements and accounts relating to shared costs.

16. GARBAGE REMOVAL

Arrangements for and management of garbage facilities and garbage removal will be determined from time to time by the building management committee.

17. INSURANCE AND INDEMNITY

17.1 Required insurance

The building management committee must review, on an annual basis:

- (a) all insurances effected by it; and
- (b) the need for new or additional insurances.

17.2 Notice at meetings

A notice of an annual general meeting must:

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- (a) include a form of motion to decide whether insurances effected by the building management committee should be confirmed, varied or extended; and
- (b) at least once every 2 years, be accompanied by a written valuation made by a qualified valuer for insurance purposes of all buildings, structures and other improvements or property.

17.3 New risk

If there is an increase in risk or a new risk in respect of the land, the building management committee must immediately effect new insurances or vary or extend existing insurances to cover such risks.

17.4 Increased risk

A member or an owner must not without building management committee approval do or permit anything that might:

- (a) void or prejudice insurance effected by the building management committee, or
- (b) increase any insurance premium payable by the building management committee,

and the member or owner indemnifies the building management committee against all losses, damages, costs and expenses incurred by the building management committee if the member or owner breaches this clause.

17.5 Office bearers' insurance

The building management committee must take out office bearers' insurance and or such other insurance the committee considers prudent for the benefit of the committee manager, treasurer, secretary, members of the executive committee or any other member from time to time performing services on behalf of the building management committee to cover an amount determined as appropriate by the building management committee.

17.6 Method of effecting insurance

- (a) Each member is entitled to submit to the building management committee quotations from its broker on each of the insurances.
- (b) Each member is entitled to submit no more than 3 quotations and all quotations must be submitted to the building management committee no later than 3 months prior to the renewal date of the relevant insurance.
- (c) The insurance office or company with which the insurance is to be effected, the amount of the insurance and the items to be insured, must be determined by the building management committee no later than 1 month before the renewal date of the relevant insurance.

18. BREACHES OF STATEMENT

- (a) If any person is in breach of an obligation set out in this statement, the building management committee or any person authorised by the committee may enter upon any part of the building for the purpose of rectifying the breach.

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- (b) The building management committee will give reasonable notice of its intention to enter in pursuance of paragraph (a) except in case of emergency.
- (c) A person in breach of any such obligation indemnifies the building management committee and persons authorised by the committee against all liabilities, claims, losses, damages, costs and expenses incurred by the building management committee and persons authorised by the committee as result of the breach.

19. EASEMENTS AND COVENANTS

- (a) The owners and members acknowledge and agree that before and after the registration of this statement, the land from time to time will be burdened at the request of the building management committee by additional easements and covenants.
- (b) A member whose development lot is burdened by an easement or covenant to be created under paragraph (a) must procure all consents necessary to enable registration of the same.

20. STRATA MANAGEMENT

- (a) The members agree that the same person must be appointed as strata manager for all strata schemes registered in respect of the land, and that the building management committee determines who will be appointed.
- (b) Where more than one strata scheme is registered in respect of the land, the same natural person may be appointed as representative of each scheme for the purpose of building committee meetings.

21. ESTATE MANAGEMENT

If required by the building management committee, on terms determined by the building management committee and with parties selected by the building management committee, the building management committee will contract out services and/or amenities on behalf of all members including (without limit) building management, strata management, security, cleaning, essential services, landscaping, garbage, waste and recycling services, promotional services, advertising, electricity and water, gas and communication services (including without limit, telephone and cable television).

24. ACCESS AND EASEMENTS

Where a member ("first member") requires:

- (a) temporary access to another member's ("second member's") lot for installation, maintenance, repair or replacement of any fixture or service; or
- (b) permanent rights of use of any part of the second member's lot for the purposes of installation, replacement or operation any fixture or service,

then, if the access referred to in (a) is fair and reasonable or an exercise of rights referred to in (b) will not for more than 7 days cause unreasonable obstruction, disturbance or unsightly visual impact within the second member's lot, the second member must permit the access or exercise of rights on reasonable conditions.

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SCHEDULE A - SHARED FACILITIES

SHARES

The share is determined from time to time by the building management committee who:

(a) **Management fee**

in respect of the committee manager's fee, will have regard to the relative floor area of each development lot;

(b) **Nominated percentages**

in respect of items listed in the shared facilities summary, unless (e) applies, will have regard to the percentages nominated in respect of each item, or, if a percentage is not nominated, to the relative floor area of each development lot;

(c) **User percentage**

in respect of any shared facilities described as "user cost", will have regard to the likely relative use of each development lot;

(d) **Insurance percentage**

in respect of insurance, will have regard to the replacement cost of each development lot; and

(e) **Metered facilities**

where use of a facility is measured by metering device, will have regard to meter readings.

SHARED FACILITIES SUMMARY

| Shared facility | Location |
|--|---------------------|
| Main switch room | Level 1 car park |
| Roller security doors | Level 1 car park |
| Fire sprinkler systems, valves and hydrant pump room | Level 1 car park |
| Sewer pump | Level 1 car park |
| Electrical distribution room | Level 1 car park |
| Hot water plant room | Level 2 common area |
| Fan room 1 | Level 2 common area |

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| | |
|--|---|
| Fan room 2 | Level 2 common area |
| Hot water flu | Level 2 common area |
| Landscape plant room | Level 2 common area |
| Building distributor | Level 1 car park |
| Basement lighting | Level 1 car park |
| Cleaners store room | Level 1 car park |
| Landscaping | Common property Garden beds Planter boxes |
| Council garbage collection | service |
| Fire alarm monitoring | service |
| External façade and external areas | service |
| Car park exhaust | Level 1 |
| Managing agent | service |
| Electrical services not separately metered for a particular user (user cost) | User cost |
| Water services not separately metered for a particular user (user cost) | User cost |
| Gas services not separately metered for a particular user (user cost) | User cost |
| Access ways | Level 1 car park Driveways Doors & doorways Lifts Stairwells Fire stairs |
| Disabled toilet | Level 1 car park |

In respect of items listed above, except where the item is followed by the words "(user cost)", the percentage of costs are shared between the owners corporations as follows:

1. Palermo owners corporation 97.5% of costs; and
2. Palermo commercial owners corporation 2.5% of costs.

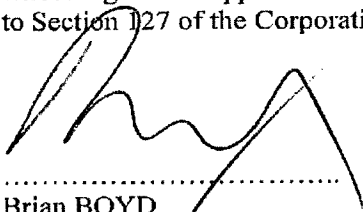
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EXECUTED by the parties as a deed:

EXECUTED on behalf of PAYCE)
PROPERTIES PTY LIMITED ACN)
008 644 611 by the authorised persons)
whose signatures appear below pursuant)
to Section 127 of the Corporations Act:)


.....
Brian BOYD
Director



.....
Stephen WAINWRIGHT
Secretary

EXECUTION BY MORTGAGEE

EXECUTED BY BOS INTERNATIONAL
(AUSTRALIA) LTD ABN 23 066 601 250
BY ITS DULY CONSTITUTED ATTORNEY
UNDER POWER OF ATTORNEY BOOK
4467 NO. 58 DATED 19 JULY 2005
WHO HAS NO NOTICE OF REVOCATION
OF SUCH POWER OF ATTORNEY IN THE
PRESENCE OF


.....
NAME: **SAMANTHA SHEPHERD**

BOS INTERNATIONAL (AUSTRALIA) LTD
BY ITS ATTORNEY:


.....
SIGNATURE
ANDREW SHANKLAND
.....
NAME:
TITLE: **DIRECTOR**

TERMS AND CONDITIONS
OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION

REGISTERED



17.8.2007

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2

Real Property Act 1900



AP866973X

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.

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| (A) TORRENS TITLE | For the common property CP/SP 79088 | | | | |
| (B) LODGED BY | <table border="1"><tr><td>Document Collection Box</td><td>Name, Address or DX, Telephone, and Customer Account Number if any STRATA TITLE MANAGEMENT P O BOX 2727 TAREN POINT NSW 2229 Reference: SP79088 STRATA TITLE MANAGEMENT / PH:92662600</td></tr></table> | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any STRATA TITLE MANAGEMENT P O BOX 2727 TAREN POINT NSW 2229 Reference: SP79088 STRATA TITLE MANAGEMENT / PH:92662600 | <table border="1"><tr><td>CODE CH</td></tr></table> | CODE CH |
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| CODE CH | | | | | |

- (C) The Owners-Strata Plan No. 79088 certify that a special resolution was passed on 25/11/2019
- (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. BY-LAW 2

Added by-law No. BY-LAW 2, SPECIAL BY-LAW 17-20

Amended by-law No. NOT APPLICABLE

as fully set out below:

REFER TO BY-LAW 2 (PARKING OF VEHICLES WITHIN SCHEME) ON PAGE 5-10 OF ATTACHED ANNEXURE 'A'.

REFER TO SPECIAL BY-LAW 17 (COMMON PROPERTY, LOBBY LIGHT FITTINGS) ON PAGE 87 OF ATTACHED ANNEXURE 'A'.

REFER TO SPECIAL BY-LAW 18 (PERMISSION TO INSTALL REMOTE CONTROL BOLLARD IN CAR PARKING LOT) ON PAGE 87-88 OF ATTACHED ANNEXURE 'A'.

REFER TO SPECIAL BY-LAW 19 (RULES AND RECOVERY OF COSTS BY OWNERS CORPORATION) ON PAGE 88-90 OF ATTACHED ANNEXURE 'A'.

REFER TO SPECIAL BY-LAW 20 (MAJOR RENOVATIONS AND BUILDING WORKS (LOT 117/UNIT 742)) ON PAGE 90-108 OF ATTACHED ANNEXURE 'A'.

- (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. 79088 was affixed on 22/1/2020 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1702

[Handwritten signature]

ANNEXURE 'A'

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

Strata Plan 79088 – *Palermo*

33 Hill Road, WENTWORTH POINT NSW 2127

Consolidated Set of By-Laws

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1. Noise - By-Law 1

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

2. Parking of Vehicles Within Scheme (Repealed previous and replaced 25/11/19)

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Part 6 and 7 of the *Strata Schemes Management Act 2015 (NSW)*.
- 1.2 The purpose of the by-law is to regulate the parking of motor or other vehicles in the Building.

PART 2

DEFINITIONS & INTERPRETATION

- 1.3 In this by-law, unless the context otherwise requires or permits:
- (a) **Act** means the *Strata Schemes Management Act 2015 (NSW)*;
 - (b) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including without limitation the local council, a court or a tribunal;
 - (c) **Building Manager** mean a person or entity engaged by the Owners Corporation to provide building management services to the Scheme.
 - (d) **Building** means the building situated at 33 Hill Road, WENTWORTH POINT, NSW 2127;
 - (e) **Car Parking Fee** means the fees and charges in the amounts as determined from time to time incurred by the Owners Corporation for the administrative and other costs and
 - (f) expenses for and in connection the parking of a Vehicle on common property and/or Visitor Parking Area in contravention of this by-law, which may include an administrative fee of \$500.00 exclusive of GST in situations where a Vehicle is locked (by clamping device/s, chains, bollards etc), towed, removed and/or otherwise as contemplated under this by-law (without prejudice to any other fees or third party costs that the Owners Corporation is entitled under this by-law);
 - (g) **Lot** means any lot in Strata Plan No 79088;
 - (h) **Occupier** means the occupier for the time being of the Lot;
 - (i) **Owner** means the owner for the time being of the Lot;
 - (j) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 79088;
 - (k) **Scheme** means the strata scheme created by the registration of Strata Plan No 79088;

- (l) **Vehicle** means any description of vehicle used for the transportation of people or goods including without limitation a car, truck, motorcycle, trailer, trolley, motorhome and bicycles;
- (m) **Visitor** means a guest or invitee of an Owner or Occupier but exclude the Owner or Occupier themselves.
- (n) **Visitor Parking Area** means any area designated for parking in the Scheme not comprising part of a Lot including visitor parking spaces and accessible visitor parking spaces.

Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee, the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an Occupier includes that Occupier's invitee;
- (h) to the extent of any inconsistency between the Strata Management Statement applicable to the Strata Plan No 79088 and this by-law, the provisions of the Strata Management Statement shall prevail;
- (i) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 79088 and this by-law, the provisions of this by-law shall prevail; and
- (j) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

- 3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to the parking of Vehicle in the Scheme as follows, subject to the conditions under Part 4 of this by-law:
 - 3.1.1 to regulate the use of common property and the Visitor Parking Area for parking of Vehicles;
 - 3.1.2 to wheel clamp an Owner's, Occupier's, Visitor's Vehicle or other Vehicle parked or left in contravention with this by-law;

- 3.1.3 to install chains or bollards in such places as reasonably necessary to regulate the standing of vehicles on common property;
- 3.1.4 to establish and maintain a register of all vehicles owned or used by Owners and Occupiers of lots in the Scheme;
- 3.1.5 to enter into arrangements with third parties (including vehicle towing services) to tow, remove or wheel clamp Vehicles that are parked or left in contravention of this by-law; and
- 3.1.6 to erect signage regarding parking including advising that Vehicles parked or left in contravention of this by-law will be towed and/or removed from the Scheme or wheel clamped.

PART 4

CONDITIONS

- 4.1 An Owner or Occupier of a Lot must not park or stand any Vehicle on any part of the common property (including without limitation any Visitor Parking Area) or otherwise allow or permit any Vehicle to be so parked or stood on common property by any person, except with the prior written approval of the Owners Corporation.
 - 4.2 An Owner and Occupier must ensure all and any of its Visitors only park in the Visitor Parking Area and comply with this by-law in all respects.
 - 4.3 An Owner or Occupier who wishes for a Visitor to park a Vehicle in the Visitor Parking Area must do the following:
 - 4.3.1 Make a written request to the appointed building manager (as representative of the owners corporation);
 - 4.3.2 The written request must include the following Required Information:
 - (a) Registration number of the Vehicle;
 - (b) Description of the Vehicle;
 - (c) Name and contact details for the owner of the Vehicle;
 - (d) Name and contact details for the driver of the Vehicle;
 - (e) Date, time, and duration for the proposed parking or standing;
 - (f) Purpose of the proposed parking or standing (e.g. visiting, moving etc);
 - (g) The Lot having the benefit of the use;
 - (h) Recite and confirm the following:

I, < >, being the Owner or Occupier of a Lot confirm that I have read by-law <> and will ensure compliance with it in all respects AND THAT the driver of the Vehicle has expressly agreed to me that: (i) it has read and understood the by-law; (ii) the Vehicle will be bound by the by-law; (iii) the driver is and will be responsible for the Vehicle and it has the necessary authority from the owner of the Vehicle in the regard.
- (i) Email address of the Owner or Occupier to be provided for service of notice.
- 4.4 Any Owner or Occupier who wishes to park a Vehicle in the Visitor Parking Area must comply with the obligations of clause 4.3(a)-(ix).

- 4.5 Any Vehicle parked in the Visitors Parking Area must not remain in the Visitor Parking Area for a period longer than 12 hours at any one time. If any Owner or Occupier (or their Invitee) want a Vehicle to remain longer than the 12-hour limit, then they must seek that specific approval as part of the process in clause 4.3 herein.
- 4.6 In allocating any space in the Visitor Parking Area (emergencies accepted) the Building Manager or Owners Corporation:
- (a) Cannot guarantee any parking availability;
 - (b) Shall deal with any request within 3 business days for parking under 3 hours;
 - (c) Shall deal with any request within 10 days for parking above 3 hours.
- 4.7 The Owner or Occupier of a Lot shall not give away any person possession of a key or security key to the Building for any duration of time for the purpose of allowing that person to park or stand a Vehicle upon the Visitor Parking Area or common property or do anything that is in contravention of this by-law or any other by-law in this Scheme. Otherwise, that Owner or Occupier shall be responsible for that parting of possession in all respects and the conditions under Part 5 apply in full.
- 4.8 The Owner or Occupier of a Lot must not repair, or allow to be repaired, a Vehicle upon the Visitor Parking Area or common property at any time.
- 4.9 The Owners Corporation, for the purpose of the control, management and use of the common property and Visitor Parking Area and particularly the parking or standing of Vehicles upon the Visitor Parking Area or other common property may:
- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the parking or standing of Vehicles upon any part of the common property and in particular the Visitor Parking Area (including each individual car space within the Visitor Parking Area);
 - (b) install signage on the common property and/or the Visitor Parking Area to describe the conditions in relation to the parking or standing of Vehicles being consistent with this by-law including without limitation a signage with the following wording:

"Visitor Parking Is Subject to Booking".

- 4.9.2 establish and maintain a register of all vehicles owned or used by Owners and Occupiers of lots in the Scheme including:
- (a) the make and registration number of that vehicle;
 - (b) the name of the Owner or Occupier who owns or uses the motor vehicle;
 - (c) the lot number and contact details of the Owner or Occupier;
 - (d) if the Owner or Occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
 - (e) place a notice on any Vehicle parked or standing upon common property or the Visitor Parking Area in contravention of this by-law or any resolution of the strata committee under this by-law;
 - (f) tow and/or remove any Vehicle parked or standing upon any part of the common property or the Visitor Parking Area in contravention of this by-law subject to regulation 34 of the *Strata Schemes Management Regulation 2016 (NSW)*;

- (g) apply wheel clamp(s) to Vehicles parked or standing in or on the common property or the Visitor Parking Area in contravention of this by-law;
 - (h) take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking or standing of Vehicles upon the common property or the Visitor Parking Area including without limitation the investigation, application and negotiation of an agreement with the local council to regulate and enforce the parking of Vehicles.
- 4.10 If the Owners Corporation erects signage regulating the parking or standing of Vehicles upon the common property or the Visitor Parking Area, every Owner and Occupier of a Lot must abide by those signs and must procure that their Visitors abide by those signs, in default of which, the Owner or Occupier of the Lot is responsible for or in connection with the said parties' breach of this by-law and will be liable to pay the costs of the Owners Corporation in enforcing this by-law.
- 4.11 If an Owner or Occupier of a Lot parks a Vehicle or allows their Invitee to park a vehicle on the common property (including any Visitor Parking Area) without the requisite consent under this by-law, then the Owners Corporation may charge the Car Parking Fee.

PART 5

ENDURING OBLIGATIONS

- 5.1 Upon request of the strata managing agent, strata committee and/or the Owners Corporation, an Owner and Occupier must within 3 business days of the request confirm whether they are or were within the last month: (i) the registered owner of a particular Vehicle; (ii) a driver of the Vehicle for a particular day or days; (iii) has or had control, access and availability to a Vehicle (**Vehicle Owner**) and if so, confirm the registration number of the Vehicle and further, declare to the best of their knowledge and belief as to their relationship with the Vehicle.
- 5.2 An Owner and Occupier:
- (a) must comply with the terms of this by-law and any approval or directions of the Owners Corporation, strata committee or Building Manager (if any) given under this by-law in respect of parking or standing upon the common property and the Visitor Parking Area;
 - (b) must ensure that its Visitor(s), tradesperson, agent, removalist, contractor or employee or the like comply with this by-law and are notified as to the requirements of this by-law;
 - (c) acknowledge and agree that if they park or stand their Vehicle or otherwise allow its Visitors and/or invitees to park or stand their Vehicle upon any part of the common property or the Visitor Parking Area in contravention of this by-law or any signage at the Scheme, then that Owner and Occupier consents to the removal or wheel clamping of their Vehicle under the terms contained in this by-law and Sections 651B and 651C of the *Local Government Act 1993*;
 - (d) who has parked, caused or permitted a Vehicle (or allowed or caused a Visitor to park or stand a Vehicle) upon the common property and/or upon the Visitor Parking Area in contravention of this by-law, such Vehicle being subsequently towed, removed or wheel clamped under Part 3 of this by-law hereby:
 - (i) indemnifies and keeps indemnified the Owners Corporation for the costs incurred by the Owners Corporation of removing and storing the Vehicle or wheel clamping the Vehicle;

- (ii) agrees that an agreement pursuant to section 651C(2)(d) of the *Local Government Act 1993* has been made and is in force; and
- (iii) indemnifies and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the Vehicle) as a result of action to tow, remove or wheel clamp the Vehicle under Part 3 and 4 of this by-law.

PART 6

DEFAULT BY OWNER

- 6.1 The Owners Corporation may recover from the Owner or Occupier the following:
 - 6.1.1 Car Parking Fee; and/or
 - 6.1.2 all costs, fees, expenses and charges associated with administering and/or enforcing this by-law.
- 6.2 For the purposes of clause 6.1.2 herein:
 - 6.2.1 Owners and Occupiers acknowledge and agree the sum of \$165.00 plus GST is a genuine pre-estimate of the cost to the Owners Corporation of issuing or causing to be issued a notice under this by-law; and
 - 6.2.2 the strata committee may vary the pre-estimate of costs of issuing a notice from time to time.
- 6.3 Any payment required by this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.
- 6.4 Any payment required from an Owner or Occupier may be recovered in a Court of competent jurisdiction as a debt.
- 6.5 The Owners Corporation may issue a notice of breach of by-law to any Owner or Occupier who the Owners Corporation reasonably believes is in breach of this by-law.
- 6.6 The Owners Corporation may instruct the building manager, strata managing agent, strata committee or another authorised contractor or third party to enforce all or any provision of this by-law, in particular, against repeating offenders or vehicles including the physical restriction of the vehicle or car space via the use of vehicle clamping devices, chains or bollards.
- 6.7 The Owners Corporation may levy a payment by serving written notice of the charge payable by that Owner or Occupier.
- 6.8 A charge if not paid at the end of one month after it becomes due and payable, shall bear, until paid, simple interest at an annual rate of ten per cent (10%).
- 6.9 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering that amounts.

3. Obstruction of Common Property - By-Law 3

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

4. Damage to Lawns and Plants on Common Property - By-Law 4

An owner or occupier of a lot must not:

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

5. Damage to Common Property - By-Law 5

- (a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of common property except with the written approval of the owner's corporation.
- (b) An approval given by the owner's corporation under by-law 5 cannot authorise any additions to common property.
- (c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (1) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot;
 - (2) any screen or other device to prevent entry of animals or insects on the owner's lot;
 - (3) any structure or device to prevent harm to children; and
 - (4) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (e) Despite section 62 of the act, the owner or occupier of a lot must:
 - (1) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5(c) that forms part of common property and that services the lot, and
 - (2) repair any damage caused to any part of common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 5(c) that forms part of common property and that services the lot.
- (f) If an owner or person authorised by an owner installs a device, screen or structure pursuant to by-law 5(c), which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the building in accordance with by-law 5(d), the owners corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the building in accordance with by-law 5(d). The costs of the owners corporation in removing and replacing that screen, structure or device shall be a debt payable by the owner to the owners corporation on demand.

21. Swipe card access to the car park will be withdrawn from any owner or occupier who continues to park and contravene this by-law after three warnings.

6. Behaviour of Owners and Occupiers - By-Law 6

- (a) 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.
- (b) An owner or occupier must take all reasonable steps to ensure that any persons authorised by an owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.
- (c) Where these by-laws require a person authorised by an owner or occupier to do anything or to refrain from doing anything, the owner or occupier inviting or permitting that authorised person to enter the building must ensure that the relevant authorised person complies with such requirement.

7. Children Playing on Common Property in Building - By-Law 7

- (a) An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.
- (b) An owner or occupier must not permit any child of whom the owner or occupier has control to play or otherwise obstruct the lifts, stairs or access ways on common property or, unless accompanied by an adult exercising effective control, to enter or to remain on common property comprising a laundry, car parking, pool or recreational area or other area of possible danger or hazard to children.

8. Behaviour of Invitees - By-Law 8

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

9. Depositing Rubbish and Other Material on Common Property - By-Law 9

An owner or occupier of a lot must not deposit or throw on common property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on common property for this purpose.

10. Washing, Curtains, Vehicles - By-Law 10

An owner or occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the estate manager;
- (b) without the consent of the executive committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its lot;
- (c) park vehicles on association property in breach of community management statement by-law 21;

- (d) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the owner's corporation.

11. Cleaning Windows and Doors - By-Law 11

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

- (a) the owner's 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.

12. Storage of Inflammable Liquids and Other Substances and Materials - By-Law 12

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

13. Moving Furniture and Other Objects on or through Common Property - By-Law 13

- (a) An owner or occupier must not transport any furniture, large objects or deliveries to or from the lot through or over common property within the building unless sufficient notice has first been given to the estate manager so as to enable the estate manager to arrange for its nominee to be present at the time when the owner or occupier undertakes the activity referred to in this by-law
- (b) The owners corporation may, by resolution, determine the manner in which furniture, large objects or deliveries to and from the lot are to be transported through or over the common property (whether in the building or not) and may impose appropriate conditions on such activities, including but not limited to the use of protective covers for surfaces forming part of the common property, prohibitions on the use of trolleys or other moving devices having metal wheels and insurance requirements.
- (c) If the owners corporation has determined, by resolution in accordance with by-law 13(b), the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier must not transport any furniture, large object or deliveries to and from the lot through or over common property except in accordance with that resolution. The estate manager may inspect any parts of the common property and may direct any owner or occupier in writing to rectify any damage caused by the transportation of furniture, large objects or deliveries by that owner or occupier.
- (d) An owner or occupier must not make any deliveries on the common property unless a prior appointment has been made with the estate manager. The owners corporation may, from time to time, make rules and impose conditions in relation to the use of the

common property, including in relation to the maximum height and weight of vehicles and the hours in which access is permitted.

14. Floor Coverings - By-Law 14

- (a) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (b) An owner must not cover the floor space of a lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the owner or occupiers of another lot, without the consent in writing of the owners corporation, which consent may be withheld in its absolute discretion.
- (c) By-law 14(b) does not apply to Floor space of a lot comprising a kitchen, laundry, lavatory or bathroom.

15. Garbage Disposal - By-Law 15

- (a) An owner or occupier of a lot that does not have shared receptacles for garbage, recyclable material or waste:
 - (1) must maintain such receptacles within the lot or on such part of common property as may be authorised by the owner's corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;
 - (2) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
 - (3) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owner's corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;
 - (4) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph(1);
 - (5) 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; and
 - (6) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) An owner or occupier of a lot that has shared receptacles for garbage, recyclable material or waste:
 - (1) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or

other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

- (2) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the building other than on days specified by the council for collection.
- (d) if there is any inconsistency between the terms of this by-law and any consent authority requirements, the consent authority requirements will prevail.

16. Keeping of Animals - By-Law 16 (Amended 14/05/2018)

(a) An Owner or Occupier of the common property may bring onto the common property:

- (1) one small cat or one small dog (other than an excluded dog); and/or
- (2) one small caged bird; and/or
- (3) one small tank of fish.

An excluded dog means;

- (1) a pit bull terrier;
- (2) an American pit bull terrier;
- (3) a dogo argentino;
- (4) a Japanese tosa;
- (5) any other outcross;
- (6) any dog prohibited from importation into Australia by the Commonwealth Government;
- (7) an unregistered or dangerous dog under legislation; and
- (8) any dog weighing in excess of 12 kilograms.

(b) Where an Owner or Occupier brings an animal onto the common property, the Owner or Occupier is liable to all owners or occupiers and other persons lawfully on the common property for any noise which is disturbing to an extent which is unreasonable and any damage to or loss of property or injury to any person caused by the animal

(c) An Owner or Occupier that brings an animal onto the common property accepts the following obligations:

- (1) clean up all excrement or refuse left on common property by the animal;
- (2) monitor the noise from the pet, ensuring they do not unreasonably cause annoyance or disturbance to neighbours
- (3) Acknowledge that I/we shall be liable for any damage to common property caused by the pet and shall pay the Owners Corporation immediately for any costs incurred in rectifying this damage
- (4) ensure all animals are on a leash, caged or otherwise contained and under control when on Common Property and must be accompanied by the Owner or Occupier.
- (5) maintain a high standard of cleanliness and sanitation at all times, cleaning and disposing of any animal waste within the lot or common property

(6) Accept responsibility for costs for a common property pest spray if the pet has attracted fleas

(7) maintain a high standard of preventative health care e.g. flea and worm treatment

(8) keep the pet under control at all times within the lot or common property

(9) register the pet with building management and provide to building management with a photograph for display in the scheme's 'Pet Park' on BuildingLink

(10) Acknowledge that the consent of the Owners Corporation operates in respect of the nominated pet only and that any change of pet must be the subject of a separate application

(11) Understand that dogs of a prohibited breed or declared dangerous must not be kept or brought onto the lot or common property.

(12) must provide a picture of the pet to the managing agent and building manager

(13) must provide the name of the pet to the managing agent and building manager:

(14) must provide the council registration number to the managing agent and building manager

(d). A visitor or invitee of an Owner or Occupier is not permitted to bring an animal into the complex without first obtaining written permission from the Strata Committee.

(e). Acknowledge that in the event of a breach of this agreement the Owners Corporation may withdraw any consent it has given me for the keeping of a pet

(f) An Owner or Occupier must not, and must ensure that the Occupier of an Owner's Lot does not:

(a) keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and then not in a manner to cause a nuisance to any other Occupier;

(b) allow any animal to roam freely on common property, meaning that the animal must be leashed at all times;

(c) allow any animal excrement or animal debris to build up run-off or affect in any unclean, unsafe or unhygienic manner any common property, Lot or part thereof; and

(d) keep, mind or allow any more than one (1) dog and/or (1) cat on the common property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.

17. Appearance of Lot - By-Law 17

(a) The owner or occupier of a lot must not, except with the prior written approval of the owner's 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.

(b) If a lot contains a private courtyard, the owner or occupier of that lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the building.

(c) The owner or occupier must not, without the written consent of the owners corporation, affix anything to the exterior of the building or a lot within the building or the common property or maintain within the lot anything visible from outside the lot

that, viewed from outside the lot, is not in keeping with the rest of the building. This prohibition includes (without limitation):

- (1) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and
- (2) satellite dishes or antennas.

18. Change in Use of Lot to be Notified - By-Law 18

- (a) An occupier of a lot must notify the owner's corporation if the occupier uses a lot in a way that may affect the insurance premiums for the strata scheme (for example, if the use results in a hazardous activity being carried out on the lot, or results in the lot being used for non residential purposes).
- (b) Notwithstanding by-law 18(a), the owner or occupier is only permitted to use the lot for residential purposes.

19. Fire Safety - By-Law 19

The owner or occupier of a lot must not do anything or permit any Invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

20. Prevention of Hazards - By-Law 20

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

21. Provision of Amenities or Services - By-Law 21

- (a) The owner's corporation acknowledges and agrees with the provisions of by-law 23 of the community management statement and without limiting the generality of the foregoing, the owner's corporation hereby irrevocably appoints:
 - (1) the community association to act on its behalf in contracting out services, pursuant to by-law 23 of the community management statement; and
 - (2) the executive committee as its attorney to sign on its behalf any contract referred to in by-law 23 of the community management statement.
- (b) Without limiting by-law 21(a) an owner of a lot used for non residential purposes must pay for the costs of any services and/or amenities in relation to garbage, waste and recycling services or any other services provided to any such part of the common property which may be designated by the owner's corporation for garbage, recyclable material or waste collection. Such costs must be apportioned equally between the owners of lots used for non residential purposes.

22. Selling and Leasing Activities - By-Law 22

(REPEALED PREVIOUS BY-LAW AND REPLACED ON 12/11/2018 AS FOLLOWS)

No owner or occupier may maintain facilities or signs, nor otherwise conduct selling or leasing activities, without owners corporation approval.

23. Security Keys - By-Law 23

Note: This by-law has been amended.

Definition – “Security Key” means a key, magnetic card, tag or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

The building manager will issue security keys to the owner, occupier or authorised agent of a lot.

- 1) The security key holder must be registered to building management and security management software
- 2) The key holder may not duplicate or copy the security key.
- 3) The key holder must not share building management or security credentials
- 4) The key holder must not share, lend or give their security key to any other person without registration with building management and security management systems
- 5) Attempt of tampering with the security system or duplicating, sharing a security credential, may result in cancellation of the credential
- 6) Re-registering security credentials will cost \$200
- 7) If the security key is damaged, lost or stolen, then the key holder must immediately notify the building manager who will replace the key at the cost of the key owner.

24. Community Management Statement - By-Law 24

- (a) The community management statement contains by-laws which affect the strata scheme.
- (b) An owner or occupier and the owner's corporation must comply with the community management statement.
- (c) If there is any inconsistency between the terms of the community management statement and these by-laws, the community management statement will prevail.
- (d) A breach of the by-laws contained in the community management statement amounts to a breach of these by-laws.

25. Air Conditioning - By-Law 25 (Amended 20/05/2009)

- (a) An owner, occupier or the Owner's Corporation must not install or maintain on a lot or common property any air conditioning unit other than of a type or style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the responsible person.
- (b) An owner of a lot will have a right or exclusive use and enjoyment of that part of the common property required in order to install and keep an air conditioning unit ("unit") to serve his lot.
- (c) The owner or occupier must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the owner decides to replace or renew the unit, the owner must inform the Owners Corporation in writing of his intention to do so at least fourteen (14) days prior to the replacement or renewal.
- (d) An owner must, at his cost and within 7 days of being notified of the damage, repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (e) If the owner does not repair the damage in accordance with By-Law 25(d), the Owners Corporation is authorised to repair any damage on behalf of the owner and the

owner indemnifies the Owners Corporation against all liabilities and expenses it incurs by doing so.

- (f) The owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the owner of the lot and does not become common property or come under the ownership of the Owners Corporation at any time.
- (h) Where any air conditioning system is installed for the benefit of an individual lot before registration of the strata plan, the owner of the lot is liable for all costs of maintaining and operating that system. The owner of that individual lot will be granted a right of exclusive use in accordance with paragraph (b) above and must comply with paragraphs (c), (d) and (f).
- (i) Pursuant to paragraph (a) Owners Corporation provide consent to the owner installing and maintaining, on its lot, on any one terrace or balcony, not more than two of the following models of air conditioning units, specified below or alternatively an air conditioner with similar power, star and noise ratings a those models listed below. In all instances the condenser must be located on the floor of the apartment balcony out of sight from other apartments.

Make

Daikin Split System Inverter
Daikin Split System Inverter
Fujitsu Split System Inverter
Fujitsu Split System Inverter

Model

FTXS50
FTXS60
ASTA18LCC
ASTA24LCC

Power Rating

5kw cooling
5.8kw heating
6kw cooling
7kw heating
5.2kw cooling
6.25kw heating
7.4kw cooling
8.5kw heating

Star Rating

4.5
4

5

5

Noise Rating

EPA Sound power level 64dBA

EPA Sound power level 64dBA

EPA Sound power level 68dBA

EPA Sound power level 68dBA

26. Hot Water Systems - By-Law 26

- (a) The owner of each lot has a right to use the common property hot water system.
- (b) Each owner or occupier must give the owners corporation, or a person authorised by the owners corporation, reasonable access to his or her lot to maintain, repair or replace the connections to the hot water system.
- (c) The owners corporation must operate, maintain, repair and replace the hot water system.
- (d) The owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

27. Structural Support in the Building - By-Law 27

An owner or occupier must not carry out any alteration to any part of the building, which renders structural support to any other part of the building without first submitting copies of all relevant plans, and approvals to the owners corporation and obtaining the prior written approval of the owners corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the owners corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the owners corporation.

28. Access to Inspect or Read Meters - By-Law 28

Where any meter is located within a lot, the owner or occupier of that lot must, on reasonable notice, give access to persons by the owners corporation to allow the reading or servicing of that meter. An owner or occupier is entitled to require the presence of the strata manager, estate manager or other authorised employee or representative of the owners corporation before granting access to allow inspection or reading of any meter that is located within a lot.

29. Swimming Pool and Recreation Facilities - By-Law 29 (AMENDED 3/11/2010 - See Special By-Law 4)

30. Controls on Hours of Operation and Use of Facilities - By-Law 30

- (a) The executive committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (1) that non residential activities may be conducted on a lot or common property only during certain times;
 - (2) that facilities situated on the common property may be used only during certain times or on certain conditions;

- (3) that deliveries to or from a lot or lots are to be transported through or on common property only during certain times or on certain conditions.
- (b) An owner or occupier of a lot must comply with a determination referred to in by-law 30(a).

31. Annual Fire Safety Certification - By-Law 31

The owners corporation shall certify to the council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

32. Loading and Unloading - By-Law 32

An owner or occupier of a lot must ensure that all loading and unloading of service vehicles in connection with the use of the lot shall be carried out wholly within the site at all times, or in designated on-street loading zones approved in consultation with council under a traffic management plan.

33. Unobstructed Driveways and Parking Areas - By-Law 33

An owner or occupier of a lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the lot.

34. Vehicular Access - By-Law 34

The owners corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the common property are to be driven in a forward direction at all times.

35. Noise Control - Plant and Machinery - By-Law 35

An owner or occupier of a lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the lot.

36. Public Access - By-Law 36

An owner or occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

37. Energy and Water Rated Appliances - By-Law 37

All appliances installed in a lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

38. Failure to Comply with By-Laws - By-Law 38

- (a) The owners corporation may do any act, as an owner or occupier of a lot, that an owner or occupier should have done under the act or these by-laws, but which an owner or occupier has not done or, in the reasonable opinion of the owners corporation, has not done properly
- (b) The owners corporation must give an owner and/or occupier written notice specifying when it will enter an owner's and/or occupier's lot to do any work required to be done in exercise of the rights conferred on the owners corporation under these by-laws. An owner and/or occupier must:

- (1) give the owners corporation (or persons authorised by it) access to an owner's and/or occupier's lot as required by the notice and at the cost of that owner and/or occupier; and
- (2) pay the owners corporation the costs incurred for doing the work.
- (c) The owners corporation may recover money an owner or occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the owners corporation under this by-law 38 are in addition to those that it has under the act.

39. Cleaning of Lot and Rangehoods - By-Law 39

The owner or occupier shall maintain the lot in a clean and tidy condition and free of vermin and shall clean the filters of any rangehood installed in the lot every three (3) months.

40. Products Used in Scheme - By-Law 40

The owners and occupiers acknowledge that natural products have been specified in the design of the building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discoloration. An owner and occupier cannot make any objection in relation to these matters. The owners corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

41. Use of Balconies - By-Law 41

The owner or occupier must not, without the written consent of the owners corporation, use balconies or permit balconies to be used by any other person, to store furniture, goods or any other item. Outdoor furniture kept on balconies:

- (a) must be in keeping with the appearance of the rest of the building; and
- (b) must not cause damage or be dangerous or have potential to cause damage or injury.

42. Carwash Bays - By-Law 42

An owner or occupier using the car wash bay area ("the area") in the common property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area; and
- (b) not use the area at any time for temporary car parking.

43. Storage Areas - By-Law 43

- (a) The owner or occupier of any storage area will:
 - (1) not, except with the prior written approval of the owners corporation, use or store in the storage area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (2) be responsible for the repair of any damage caused to the storage area and common property as the result of the use of the storage area; and
 - (3) ensure the storage area is kept clean and free of all rubbish and vermin.
- (b) The owner or occupier of any storage area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the storage area.

44. Smoking - By-Law 44 (Amended 11/11/2015)

Smoke or Smoking means burning and/or inhaling tobacco by way of cigarettes (including roll-your-own tobacco), pipes, cigars and the like.

Restrictions on Smoking

Smoking is prohibited anywhere on or about common property at all times.

- (a) An Owner/tenant/visitor must not smoke within a Lot so as to cause a nuisance to, or otherwise interfere unreasonably with, the use or enjoyment of the common property or any other Lot by any other person entitled to the use or enjoyment of the common property or another Lot.
- (b) An Owner/tenant must ensure that their invitees comply with the restrictions of this by-law at all times.
- (c) For the avoidance of doubt this by-law does not apply to the smoking of prohibited substances which is prohibited at all times by the *Crimes Act 1900*.
- (d) An Owner/tenant/visitor must comply with any reasonable directions of the owners corporation given under this by-law.
- (e) The owners corporation, or the strata managing agent, may serve a notice under section 45 of the Strata Schemes Management Act, requiring the Owner/tenant to comply with this by-law if it is satisfied that there has been a contravention of it.
- (f) The owners corporation may apply for an order of the tribunal under section 203 of the Strata Schemes Management Act that an Owner/tenant pay a pecuniary penalty, if it is satisfied that the Owner/tenant has, following service of the notice served under section 45 of the Strata Schemes Management Act, contravened the by law.
- (g) The owners corporation may, in addition to the order sought under clause (f) hereof, seek an order under section 204 of the Strata Schemes Management Act for the payment of costs

45. Bicycle Storage - By-Law 45

Development application 280-11-2004 condition B19 states that a minimum of 105 bicycle spaces will provided within the development. For the purposes of this condition lots are being designated as utility lots to accommodate the required number of bicycle spaces.

However if the owner of all or any these designated lots is able to relocate bicycle spaces to an alternative location acceptable to Auburn Council and if spaces are so relocated the utility lots may be used for storage or accommodation of boats, motor vehicles or goods.

46. Definitions and Interpretation - By-Law 46

46. Definitions

"act" means Strata Schemes Management Act 1996 (NSW) as amended.

"association property" means lot 1 in the community plan and all items of infrastructure.

"authority" means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the scheme.

"balcony" means the areas shown on the strata plan as being a "terrace" or "enclosed terrace" or any other area generally considered to have the attributes of a balcony as determined by the executive committee.

"building" means the building constructed within the scheme and includes all recreational facilities, carparking, storage areas and common property within the scheme.

"common property" means the common property created upon the registration of the strata plan and the personal property of the owners corporation.

"community association" means community association DP 270113.

"community management statement" means the community management statement registered with the community plan.

"community parcel" means the land the subject of the community scheme constituted on registration of the community plan.

"community plan" means the deposited plan creating a community scheme to which the strata scheme is subject.

"consent authority" means the relevant consent authority from time to time with building and development consent power in respect of the community parcel

"council" means Auburn City Council.

"estate manager" means the entity which is contracted to carry out estate management services for the community association.

"executive committee" means the committee appointed by the owners corporation. "lot" means a lot in the strata scheme.

"occupier" means the occupier, licensee or person in lawful possession of a lot.

"original proprietor" means Payce Properties Pty Limited or any nominee of Payce Properties Pty Limited notified to the community association.

"owner" means, if a leasehold interest exists in respect of a lot:

- (a) the lessee for the time being of a leasehold interest in the lot; and
- (b) a mortgagee in possession of a lot.

If no leasehold interest exists in respect of a lot, owner means the proprietor or mortgagee in possession of the lot.

"owners corporation" means the owners in the strata scheme.

"recreational facilities" means the swimming pool, toilet and shower facilities located in the common property and includes (but is not limited to) equipment used to operate and maintain the swimming pool, swimming pool furniture, change rooms and the common property immediately surrounding the swimming pool.

"scheme" means the strata scheme created on registration of the strata plan accompanying these by-laws.

"site" means the land comprising the strata plan.

"storage area" means any area that is designated on the strata plan as a storage area including designated storage areas that form part of a lot and any area which the original owner or owners' corporation, as the case may be, has granted to an owner being a right to the exclusive use and enjoyment of an area of common property for the purpose of storage.

"strata manager" means the person appointed from time to time under Part 4 of the act in relation to the scheme.

"strata plan" means the strata plan SP 79088 registered with these by-laws.

46. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, with limitation persons taking by novation and assign; and
- (d) headings are for convenience and do not effect the interpretation of these by-laws.
- (e) Unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision

47. Window coverings – By-Law 47 (Approved 13/11/2014)

(a) Owners and Occupiers must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is either of a neutral or off white colour or a colour approved in writing by the Owners Corporation. Any window treatment, such as shutters, must be painted in a neutral or off white colour or a colour approved in writing by the Owners Corporation.

(b) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint unless approved in writing by Owners Corporation.

(c) Owners and Occupiers must not without the written consent of the Owners Corporation:

- (i) tint the windows or glass door of their Lot with any type of tint;
- (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or
- (iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which are visible from outside the Lot.
- (iv) The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements are being carried out by the Owner.

Repair and Maintenance

The Owner must, at the Owner's cost:

- (a) properly maintain and keep the common property to which the curtains, blinds, shutters and/or louvres are erected or attached in a state of good and serviceable repair; and

(b) properly maintain and keep the curtains, blinds, shutters and/or louvres in a state of good and serviceable repair and must replace the curtains, blinds, shutters and/or louvres (or any part of them) as required from time to time.

(c) If the Owner removes the curtains, blinds, shutters and/or louvres, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

The Owner indemnifies the Owners Corporation against –

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the curtains, blinds, shutters and/or louvres;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the curtains, blinds, shutters and/or louvres;

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the curtains, blinds, shutters and/or louvres; and

(d) liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the curtains, blinds, shutters and/or louvres.

Breach of By-law

(a) The Owners Corporation reserves the right to take action against the Owner to replace the curtains, blinds, shutters and/or louvres or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

48. BUILDING WORKS - BY-LAW 48 (REPEALED 12/11/2018)

~~48.1 For the purpose of protecting the health, safety and welfare of all owners and occupiers of Lots and to avoid, so far as is possible, loss and damage to the Owners Corporation and owners and occupiers of Lots, the owner of a Lot (referred to as the "Owner" in this by-law) must not permit or carry out any building works of whatsoever nature in the Lot unless the Owner, the occupier and every contractor, builder, servant or agent of the Owner or occupier complies with the succeeding provisions of this by-law.~~

~~48.2. At least 21 days prior to undertaking any works, the Owner must first notify the executive committee in writing of the Owner's intention to do so including in that notice:~~

~~(i) the Owner's name and lot number;~~

~~(ii) a description of all of the works the Owner proposes to carry out, and~~

~~if the works effect a change to Common Property in any way by, for example, but without limitation, removal of walls, piercing of a Common Property wall or slab, enclosing a balcony, removal or installation of floor tiles, removal or installation of a bath, shower stall, toilet or hand basin, the Owner must provide with the notice floor plans and~~

~~drawings depicting the Owner's Lot prior to the proposed works and a copy of the plans, drawings and specifications for the works.~~

~~48.3. For the purposes described in clause 48.1, the executive committee may impose restrictions and obligations on the Owner and the Owner's contractors, servants and agents including without limitation:~~

~~(a) a requirement to apply to Auburn City Council for development or other approval for the performance of the works or confirmation that no such approval is required; and~~

~~(b) such other restrictions and obligations the executive committee considers are reasonable and appropriate having regard to the nature of the works including the necessity for the adoption of an additional by-law authorising the specific works.~~

~~48.4. If the Owner's proposed works do not effect a change to or interference with Common Property in any material way, then the executive committee may approve the performance of those works.~~

~~48.5. If the Owner's proposed works effect a change to Common Property, prior to undertaking the works, in addition to any other restrictions or obligations imposed by the executive committee:~~

~~(a) the Owner must obtain and provide to the executive committee the certificate of currency of the insurance policy or policies of the building contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the executive committee for;~~

~~(i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;~~

~~(ii) any insurance required in respect of the works under Section 92 of the *Home Building Act 1989*; and~~

~~(iii) workers' compensation in accordance with applicable legislation;~~

~~(b) if required by the executive committee, the Owner must obtain and provide to the executive committee the opinion of a structural engineer (reasonably acceptable to the executive committee) to the effect that if the works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the executive committee, the works will not adversely affect the structural integrity of the building or any part thereof;~~

~~(c) if required by the executive committee, the Owner must cause a dilapidation survey to be conducted of the Common Property and each Lot affected or likely to be affected by the building works and a report of that survey to be provided to the executive committee (**Dilapidation Report**);~~

~~(d) if required by the executive committee, the Owner must deposit with the strata managing agent for the Owners Corporation a bond not exceeding \$10,000 as security for the costs to the Owners Corporation of the repair of any Common Property damaged or defaced, or the cleaning of any Common Property defaced or soiled, by the performance of the works, which bond is to be drawn upon by the Owners Corporation if the Owner fails to repair or clean that Common Property to the reasonable satisfaction of the Owners Corporation within the period of two weeks after the works are completed (or such longer time as the executive committee, acting reasonably, agrees);~~

~~48.6. Upon compliance by the Owner with the Owner's obligations under clauses 48.3 and 48.4 (as applicable to the Owner's works), the executive committee will grant approval for the Owner's proposed works which approval may be subject to the adoption of an additional by-law authorising the works in the form set out in the schedule to this by-law.~~

~~48.7. In carrying out the works, the Owner must:~~

~~(a) if the works effect a change to common property, ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;~~

~~(b) ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other Lot;~~

~~(c) ensure that the works are carried out substantially in accordance with the plans, drawings and specifications provided to the executive committee prior to construction and, if the approval of Auburn City Council is required for the conduct of the works, as approved by the Council;~~

~~(d) not materially amend or vary the plans, drawings and specifications without the approval in writing of the executive committee and, if required, the Council;~~

~~(e) take reasonable precautions to protect all areas of the building outside the Owner's Lot from damage by the works;~~

~~(f) ensure that all construction materials, equipment, debris and other material associated with the works is transported over Common Property in the manner reasonably directed by the executive committee and that no construction materials, equipment, debris and other material associated with the works is deposited on the Common Property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the executive committee for the use and siting of a rubbish skip or dump bin;~~

~~(g) ensure that all areas of the complex outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;~~

~~(h) ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;~~

~~(i) ensure that the works are only performed between the hours of 7.30 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday;~~

~~(j) ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, his employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;~~

~~(k) ensure that the works do not interfere with or damage the common property or the property of any other owner or occupier;~~

~~(l) ensure that neither the Owner nor the Owner's contractor, his employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;~~

~~(m) ensure that any damage caused by the Owner or the Owner's contractor, his employees, servants or agents in the performance of the works is made good within a reasonable period after that damage occurs;~~

~~(n) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within three months of their commencement or such longer period of time as the executive committee, acting reasonably, permits.~~

~~48.8. If the approval of Auburn City Council is necessary to carry out the works, on completion of the building works the Owner must provide to the executive committee the certificate of the Council that the works have been inspected by the Council and that the works comply with the conditions of any approval given by the Council.~~

~~48.9. The Owner is liable for any damage caused to any part of the Common Property or any other Lot as a result of the performance of the works and the Owner must take such steps as are necessary to make good that damage within a reasonable time after it has occurred.~~

~~48.10. The Owner indemnifies the Owners Corporation and each other owner and occupier of a Lot in the Scheme against any loss or damage the Owners Corporation and/or that other owner or occupier may suffer as a direct result of the performance of the works.~~

~~48.11. The Owner must, at the Owner's cost, maintain the fixtures and fittings installed in the course of the works in a state of good and serviceable repair and the Owner must renew or replace those fixtures and fittings when necessary and in the event that the Owner fails to do so, the owners corporation may, at the Owner's cost:~~

~~(a) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the works;~~

~~(b) enter upon any part of the Owner's Lot to carry out that work; and~~

~~(c) recover the costs of carrying out that work from the Owner,~~

~~and the Owner indemnifies the Owners Corporation against any liability flowing from the actions of the Owners Corporation pursuant to this clause.~~

~~48.12(a) Upon completion of the works, the Owner will be entitled to a refund of the bond deposited by the Owner with the strata managing agent but only if either:~~

~~(i) no damage has been done by the performance of the works to any part of the Common Property in or about the building; or~~

~~(ii) any damage to any part of the Common Property caused by the performance of the works has been rectified by the Owner to the reasonable satisfaction of the executive committee.~~

~~(b) If the Owner (including the Owner's contractor, his employees, servants or agents) leaves the Common Property unclean, untidy, defaced or damaged as a result of the movement of men, materials including building materials, plant, equipment or debris through the building and fails to rectify, to the reasonable satisfaction of the executive committee, that unclean, untidy, defaced or damaged Common Property, the Owners Corporation may carry out such works as are necessary (including cleaning) to rectify the unclean, untidy, defaced or damaged Common Property and apply the bond, or so much as is required to defray the Owners Corporation's costs, in or towards payment for that rectification work.~~

~~(c) If and to the extent that the costs of rectification of unclean, untidy, defaced or damaged Common Property (including the costs of cleaning) are not covered by the bond provided by the Owner:~~

~~(i) the Owners Corporation may recover the deficiency in the payment of those costs, including the costs of recovery, from the Owner as a debt due;~~

~~(ii) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the Act or if the regulations under the Act prescribe some other rate, then at that other rate; and~~

~~(iii) the Owners Corporation may include reference to any such debt (including interest thereon) on notices under section 109 of the Act in respect of the Lot.~~

SCHEDULE

~~Pro forma of By-law Authorising Specific Building Works~~

~~**Special By Law No. **:** Approval of Specific Building Works in Lot ***~~

~~(1) The owners corporation agrees that:~~

~~(a) the building works, fixtures and fittings described in the Schedule to this by-law (the "**Works**") will be installed or effected by or on behalf of the owner of Lot ** (the "**Lot**"); and~~

~~(b) on the conditions set out in this by-law, the owner for the time being of the Lot (the "**Owner**") shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property directly affected by the Works.~~

~~(2) If the Works involve the removal and/or replacement of tiles on the floor of any wet area or on any balcony, terrace or courtyard of the Lot, the Owner (including any contractor carrying out work on behalf of the Owner) must install under the tiles in each wet area, balcony, terrace or courtyard affected by the Works, waterproof membrane or other waterproofing product of a type reasonably satisfactory to the executive committee.~~

~~(3) The Owner acknowledges and agrees that the provisions of By-law 48 relate to and are binding upon the Owner and the Owner must comply with By-law 48 with respect to the Works, which clauses are incorporated by reference in this by-law so that the Owner is responsible for the maintenance, upkeep, renewal and replacement of the Works and the common property affected by the Works and assumes all of the other responsibilities and liabilities under those clauses with respect to the Works.~~

~~(4) The Owner is responsible for maintaining and keeping in a state of good and serviceable repair of the Common Property directly affected by the performance of the Works including without limitation the Common Property directly affected by the installation of fixtures and fittings installed as part of the Works.~~

~~(5) The Owner must bear and pay the costs of preparation, adoption and registration of this by-law.~~

SCHEDULE

| | |
|---------|---|
| Lot No. | Building Works, Fixtures & Fittings Authorised in this By-law |
|---------|---|

49. Change of Common Property - By-Law 49 (Approved 11/11/2015)

The owners corporation may by resolution of its executive committee and for the purpose of repair, management, use and/or enjoyment of the common property in the swimming pool enclosure:

- (a) replace existing grass with artificial grass;
- (b) Remove, move, alter and replace garden plots;
- (c) Alter shape and size of pergola

Special By-Law 1 – Service of Documents on Owner of a Lot by Owners Corporation (Approved 3/11/2010)

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

Special By-Law 2 – Special Privilege By-Law for Lot 245 (unit 286) (Approved 3/11/2010)

PART 1 - DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b) **Insurance** means:
 - (i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - (ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance, if required.
- c) **Lot** means lot 245 in strata plan no. 79088.
- d) **Occupier** means the occupier of the Lot from time to time.
- e) **Owner** means the owner of the Lot from time to time.
- f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 79088.
- g) **Special Privilege Area** means the common property areas on the balcony of the Lot required to install and keep the Works as set-out in the hand-drawn diagram titled "Aerial View" and "X-Section View" attached to this by-law.
- h) **Works** means the works, included but not limited to the installation of a Luxaflex® Monaco or Aluxor Discus folding arm awning as set-out in:
 - i. the hand-drawn diagrams attached to this by-law titled "Aerial View" and "X-Section View" attached to this by-law;
 - ii. an extract from a Luxaflex® Monaco brochure or Aluxor Discus brochure in relation to the colour of the awning attached to this by-law;

- iii. the installation of the Works being subject to the Owner complying with the requirements of paragraphs numbered "1" to "6" referred to in the letter from Robertson + Marks Architects Pty Ltd dated 15 June 2010 attached to this by-law, except that Item 3 is varied to read:-

"That the awning/s to be inspected by the Owners Corporation representative after a period of five (5) years and should such inspection reveal that the awning/s fabric has deteriorated to the extent that it's appearance demands that it should be renewed, then the owner shall remove the awning/s and replace the fabric/s with fabric/s of similar colour.

Before refitting the awning/s to their original position the owner shall repaint the facade.

In the case where the replacement of the whole unit is required, the Owner may reapply for approval to the Owners Corporation to install a folding arm awning."

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (c) references to legislation includes references to amending and replacing legislation.

PART 2 - GRANT OF RIGHT

- 2.1 The Owner has the special privilege to install and keep the Works in their Special Privilege Area.

PART 3 - CONDITIONS

PART 3.1 - Before Commencement

3.1 Before commencement of the Works the Owner must:

- (a) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation, except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access;
- (b) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (c) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building; and
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

PART 3.2 - During Construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works.
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;

- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required), except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 - After Construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law, except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access;
- (e) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with; and
- (f) pay the Owners Corporation's reasonable costs of implementing this by-law.

PART 3.4 - Enduring Rights and Obligations

3.4 The Owner:

- (a) must maintain and upkeep the Special Privilege Area and the Works;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works;
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law;
- (e) must arrange for the awning/s to be inspected by the Owners Corporation representative after a period of five (5) years and should such inspection reveal that the awning/s fabric has deteriorated to the extent that it's appearance demands that it should be renewed, then the owner shall remove the awning/s and replace the fabric/s with fabric/s of similar colour. Before refitting the awning/s to their original position the owner shall repaint the facade."
- (f) the Owner, in the case where the replacement of whole unit is required, may reapply for approval to the Owners Corporation to install a folding arm awning.

Special By-Law 3 – Awnings (Approved 3/11/2010)

PART 1 - DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b) **Insurance** means:
 - i) contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - iii) workers compensation insurance, if required.
- c) **Lot** means a lot in strata scheme 79088.
- d) **Occupier** means the occupier of the Lot from time to time.
(Approved)
- e) **Owner** means the owner of a lot in strata scheme 79088.
- f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 79088.
- g) **Required Documents** means:
 - i) existing plan and drawings;
 - ii) proposed plans and drawings;
 - iii) if the plans and drawing do not adequately describe the works a description of the works;
 - iv) details and specifications of the proposed folding arm awning as manufactured by Luxaflex® being the Monaco Awning model or Aluxor being the Discus model; andany other document reasonably required by the Owners Corporation.

Works means the installation of a folding arm awning complying with the requirements of paragraphs numbered "1" to "6" referred to in the letter from Robertson + Marks Architects Pty Ltd dated 15 June 2010 attached to this by-law, except that Item 3 is varied to read:-

"That the awning/s to be inspected by the Owners Corporation representative after a period of five (5) years and should such inspection reveal that the awning/s fabric has deteriorated to the extent that it's appearance demands that it should be renewed, then the owner shall remove the awning/s and replace the fabric/s with fabric/s of similar colour.

Before refitting the awning/s to their original position the owner shall repaint the facade.

In the case where the replacement of the whole unit is required, the Owner may reapply for approval to the Owners Corporation to install a folding arm awning."

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata*

Schemes Management Act 1996; and

- (d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

- 2.1 The Owner must not install the Works except in accordance with Part 3 of this by-law.

PART 3

CONDITIONS

PART 3.1 - Before Commencement

- 3.1 Before commencement of their Works the Owner must:

- (a) in the event the Works affect common property, the owner of a Lot may be required to obtain the Owners Corporation consent by submitting to the Owners Corporation, a proposed motion including a section 52 by-law allowing for the ongoing maintenance by an Owner of any common property affected by their Works;
- (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) provide a complete copy of the development application to the Owners Corporation to provide their written consent;
- (d) provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent;
- (e) provide a final copy of the construction certificate plans stamped by council or certifier to the Owners Corporation;
- (f) in any application for consent from Council or a private certifier must include a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law;
- (g) provide the Owners Corporation's nominated representative(s) access to inspect their Lot within 48 hours of any request from the Owners Corporation, except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access;
- (h) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (i) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of their Works on the structural integrity of the building; and
- (j) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

PART 3.2 - During Construction

- 3.2 Whilst their Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure their Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;

- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation (for clarity more than one inspection may be required), except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 - After Construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
 - (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
 - (e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law, except if the Owner is not the Occupier, in which case the Owner must make reasonable endeavours to procure the consent of the Occupier for such access;
 - (f) the Owners Corporation's right to access the lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with; and
- (g) pay the Owners Corporation's reasonable costs of implementing this by-law.

PART 3.4 - Enduring Rights and Obligations

3.4 The Owner:

- (a) must maintain and upkeep the Works;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works;
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law;
- (e) must arrange for the awning/s to be inspected by the Owners Corporation representative after a period of five (5) years and should such inspection reveal that the awning/s fabric has deteriorated to the extent that it's appearance demands that it should be renewed, then the owner shall remove the awning/s and replace the fabric/s with fabric/s of similar colour. Before refitting the awning/s to their original position the owner shall repaint the facade."

the Owner, in the case where the replacement of whole unit is required, may reapply for approval to the Owners Corporation to install a folding arm awning.

Special By-Law 4 – Swimming Pool and Recreation Facilities (Amended 3/11/2010)

An owner or occupier must:

- (a) not use the swimming pool and its surrounds between the hours of 9.00pm and 6.00am;
- (b) ensure that any persons authorised by an owner or occupier do not use the swimming pool or its surrounds unless that owner or occupier or another owner or occupier accompanies them;
- (c) ensure that children are not in or around the swimming pool unless accompanied by an adult owner or occupier exercising effective control over them;
- (d) ensure that glass containers or receptacles of any type are not taken to or allowed to remain in the swimming pool or its surrounds;
- (f) exercise caution at all times and not run or splash or behave in any manner that is likely to interfere with the use of the pool by other persons;
- (g) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to any water in the pool;
- (h) at all times be adequately clothed so as not to be likely to offend other persons using the swimming pool or its surrounds;
- (i) be adequately clothed and dry when leaving or entering the swimming pool area of the building;
- (j) not smoke, eat, drink or consume alcohol in the pool or its surrounds;
- (k) not use balls, boogie boards or large inflated objects in the pool; and
- (l) comply with any rules that the executive committee may add or vary with respect to the use of the recreational facilities from time to time.

Special By-Law 5 – Lot 108 (Unit 442) – Renovations (Approved 2/10/2012)

A. DEFINITIONS

- i) In this by-law, the following terms are defined to mean:

"Building Works" means the scope of works stated in the letter from Buildworx DPS Pty Limited dated 4 August 2012 attached to this By-Law.

"Owners" means each of the owners of Lot 108.

"Owners Corporation" means The owners – Strata Plan No. 79088.

- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owners will have:

- a) a special privilege in respect to the common property to undertake, erect and keep the Building Works to and on the common property; and
- b) the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

Maintenance

- i) The Owners must properly maintain and keep the common property to which the Building Works are erected or attached in a state of good and serviceable repair.
- ii) The Owners must properly maintain and keep the Building Works in a state of good and serviceable repair.

Documentation

- iii) Before commencing the Building Works the Owners must submit to the owners corporation the following documents relating to the Building Works:
 - a) plans and drawings;
 - b) specifications
 - c) structural diagrams; and
 - d) any other document reasonable required by the owners corporation.
- iv) After Completing the Building Works the Owners must deliver to the owners corporation the following documents relating to the Building Works:
 - a) certification by an engineer nominated by the owners corporation as to the structural integrity of the Building Works and to the building; and
 - b) any other document reasonably required by the owners corporation.

Insurance

- v) Before commencing the Building Works the owners must effect the following insurances in the joint names of the Owners and the owners corporation:
 - a) contractor's all works insurance;
 - b) insurance required under the Home Building Act 1989;
 - c) workers compensation insurance; and
 - d) public liability insurance in the amount of \$10,000,000.

Performance of works

- vi) In performing the Building Works, the Owners must:
 - a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the owners corporation;
 - b) protect all areas of the building from damage by the Building Works or in the transportation of the construction materials, equipment and debris in the manner

reasonably acceptable to the owners corporation;

Owner Fixtures

vii) The Building Works shall remain the Owners fixtures.

viii) The Owners shall maintain them in a state of good and serviceable repair and for this purpose shall renew and replace whenever necessary.

Rights to Remedy Default

ix) If the Owners fail to comply with any obligation under this by-law, THEN the owner 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 defaulting

Owner

Buildworx DPS Pty Ltd

ABN 49081858440

Address: Suite 420 32 Delhi Road, North Ryde, NSW 2113

Tel: (02) 9861 1122; Fax: (02) 9861 1123

Email: george@buildworx.com.au

04th August 2012

Palermo Apartments
442/7 Baywater Drive,
Wentworth Point, NSW

Re: Remedial works – 442/7 Baywater Drive, Wentworth Point, NSW

We have pleasure in submitting the scope of works required during the remedial works to the above mentioned address. The scope of works is listed below.

Scope of Works:

1. Removal and disposal of upper surfaces (Completed):

- *Main bathroom and ensuite floor tiles*
- *Main bathroom and ensuite wall tiles, removed with internal wall lining*
- *Floor tiles in the foyer and in the kitchen*
- *Kitchen splash back tiles*
- *Acoustic insulation floor mats in bathrooms, kitchen and the foyer.*
- *Carpets and an underlay*

Note: to preserve existing waterproofing and FFLs, original cement bedding to bathroom floors has not been tampered with.

2. Sound proofing

- Simco (Regupol equivalent) 5mm rubber acoustic underlay to cover entire apartment floor, except laundry. Polyurethane Adhesive used to adhere underlay to substrate.

**Special by Law 6 – Lot 173 (Unit 862) – Permission to keep a Greyhound
(Approved 31/10/2016)**

PART 1 - DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a) **Greyhound** means retired greyhound (mature dog, not actively involved in racing).
- b) **Lot** means lot 173 in strata plan no. 79088.

PART 2 - GRANT OF RIGHT

2.1 The Owner has the special privilege to house a greyhound.

PART 3 - CONDITIONS

The Owner accepts the following obligations:

- a) clean up all excrement or refuse left on Common Property by the animal;
- b) monitor the noise from the pet, ensuring they do not unreasonably cause annoyance or disturbance to neighbours
- c) Acknowledge that they shall be liable for any damage to common property caused by the pet and shall pay the Owners Corporation immediately for any costs incurred in rectifying this damage
- d) ensure animal is on a leash, caged or otherwise contained and under control when on Common Property and must be accompanied by the owner
- e) maintain a high standard of cleanliness and sanitation at all times, cleaning and disposing of any animal waste within the lot or common property
- f) Accept responsibility for costs for a common property pest spray if the pet has attracted fleas
- g) maintain a high standard of preventative health care e.g. flea and worm treatment
- h) keep the pet under control at all times within the lot or common property
- i) register the pet with building management
- j) Acknowledge that the consent of the Owners Corporation operates in respect of the nominated pet only and that any change of pet must be the subject of a separate application
- k) must provide a picture of the pet to the building manager
- l) must provide to the building manager the name of the pet
- m) must provide to the building manager registration number with Council

Special By-Law 7 – Common Property Memorandum By-Law

Owners corporation responsibilities for maintenance, repair or replacement

| | |
|----------------------------------|---|
| 1. Balcony and courtyards | <ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property |
|----------------------------------|---|

| | |
|-------------------------|--|
| 2. Ceiling/Roof | <ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes |
| 3. Electrical | <ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems |
| 4. Entrance door | <ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan |
| 5. Floor | <ul style="list-style-type: none"> (a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan |

| | |
|----------------------------|---|
| 6. General | <ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment |
| 7. Parking / Garage | <ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan |
| 8. Plumbing | <ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (a) (d) storm water and on-site detention systems below ground |
| 9. Windows | <ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation |

Lot Owners responsibilities for maintenance, repair or replacement

| | |
|----------------------------------|---|
| 1. Balcony and courtyards | <ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot |
| 2. Ceiling/Roof | <ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan |

| | |
|----------------------------|--|
| 3. Electrical | <ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within noncommon property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls |
| 4. Entrance door | <ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes |
| 5. Floor | <ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan |
| 6. General | <ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher |
| 7. Parking / Garage | <ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies) |
| 8. Plumbing | <ul style="list-style-type: none"> (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware |
| 9. Windows | <ul style="list-style-type: none"> (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys |

Special By-Law 8 – Intercom By-Law

Intercom receivers must not be tampered with.

1. If an intercom receiver is tampered with, a cost of \$1200 will be charged

Special By-Law 9 – Owners For Agents By-Law

For the purpose of protecting the safety and welfare of all owners and occupiers of Lots and to avoid, so far as is possible, loss and damage to the Owners Corporation and owners and occupiers of Lots, an owner who appoints an Agent, must advise their Agent:

1. That the agent is responsible for people they let into the building
2. That the agent must email/telephone building manager with contact details of new tenants, including car registration details, and organise a time for the tenants to register their security keys
3. That the agent must email/telephone building manager or security with move-in and move-out dates and times so that protective covers for the lifts can be installed

Special By-Law 10 – Cosmetic Work

1. Introduction

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

2. Definitions & Interpretation

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

- (a) **"Act"** means the *Strata Schemes Management Act 2015*,
- (b) **"apartment"** means a lot in the strata scheme,
- (c) **"building"** means the building in the strata scheme in which your apartment is located,
- (d) **"common area"** means the common property in the strata scheme,
- (e) **"cosmetic work"** means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - (iii) installing or replacing handrails,
 - (iv) painting,
 - (v) filling minor holes and cracks in internal walls,
 - (vi) laying carpet,
 - (vii) installing or replacing built-in wardrobes,
 - (viii) installing or replacing internal blinds and curtains,
 - (ix) installing any locking or other safety device to improve safety within your apartment,

- (x) installing any locking or other safety device for protection of your apartment against intruders,
 - (xi) installing any screen or other device to prevent entry of animals or insects on your apartment,
 - (xii) installing any structure or device to prevent harm to children,
but cannot include non-cosmetic work,
- (f) **"non-cosmetic work"** means:
- (i) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,
 - (iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
 - (v) work involving waterproofing or the plumbing or exhaust system of a building,
 - (vi) work involving reconfiguring walls,
 - (vii) 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*,
- (g) **"strata scheme"** means the strata scheme to which this by-law applies, and
- (h) **"you"** means an owner of an apartment and includes your successors in title.

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

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

3. Cosmetic Work

- 3.1 You may carry out cosmetic work without the approval of the owners corporation.
- 3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

4. Rules for Cosmetic Work

4.1 During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

- (a) Standard of Workmanship**
ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) Quality of Cosmetic Work**
make certain the cosmetic work is completed in accordance with any specifications for it and complies 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 Cosmetic Work**
make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,
- (d) Times for Cosmetic Work**
ensure that the cosmetic work is only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,
- (e) Appearance of Cosmetic Work**
ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,
- (f) Noise During Cosmetic Work**
ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (g) Transportation of Construction Equipment**
ensure that all construction materials and equipment in connection with the cosmetic work 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,
- (h) Debris**
ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (i) Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- (j) Protection of Building**
protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when

transporting furniture, construction materials, equipment and debris through the building,

(k) Daily Cleaning

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

(l) 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 cosmetic work,

(m) Costs of Cosmetic work

pay all costs associated with the cosmetic work.

4.3 After Cosmetic Work

You must:

(a) Maintenance of Cosmetic Work

properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,

(b) Repair Damage

repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,

(c) Prevent Excessive Noise

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

(d) 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 cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,

(e) 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 cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

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

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

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.

6. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, 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 11 – Minor Renovations

1. Introduction

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

2. Definitions & Interpretation

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

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**apartment**" means a lot in the strata scheme,
- (c) "**building**" means the building in the strata scheme in which your apartment is located,
- (d) "**common area**" means the common property in the strata scheme,
- (e) "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - (iv) changing recessed light fittings,

- (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (vi) installing or replacing wood or other hard floors,
 - (vii) installing or replacing wiring or cabling or power or access points,
 - (viii) installing or replacing pipes and ducts,
 - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
 - (x) installing a rainwater tank,
 - (xi) installing a clothesline,
 - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
 - (xiii) installing double or triple glazed windows,
 - (xiv) installing a heat pump or hot water service,
 - (xv) installing ceiling insulation,
 - (xvi) installing an aerial or antenna,
 - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
 - (xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,
- but cannot include non-minor renovations,

(f) **"non-minor renovations"** means:

- (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (ii) work involving structural changes,
- (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
- (iv) work involving waterproofing,
- (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
- (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) **"strata scheme"** means the strata scheme to which this by-law applies, and

(h) **"you"** means an owner of an apartment and includes your successors in title.

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

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

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

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

3.2 The Approval Process

- 3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.
- 3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- 3.2.3 Your application must contain:
 - (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the minor renovations,
 - (d) drawings, plans and specifications for the minor renovations,
 - (e) an estimate of the duration and times of the minor renovations,
 - (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.
- 3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- 3.2.5 The owners corporation may engage a consultant to assist it review your application.
- 3.2.6 The owners corporation may:

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

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

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

- (a) **Prior Notice**
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,
- (b) **Contractor's Licence and Insurance Details**
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:
 - (i) licence,
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - (iii) workers compensation insurance policy (if required by law), and
 - (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),
- (c) **Engineer's Report**
if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,
- (d) **Acoustic Consultant's Report**
if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,
- (e) **Dilapidation Report**
if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,
- (f) **Bond**
if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,
- (g) **Costs**

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

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

4.2 During the Minor renovations

During the minor renovations you must:

- (a) Standard of Workmanship**
ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) Quality of Minor Renovations**
make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- (c) Time for Completion of Minor Renovations**
make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,
- (d) Times for Minor Renovations**
ensure that the minor renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,
- (e) Times for Operation of Noisy Equipment**
make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,
- (f) Appearance of Minor Renovations**
ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,
- (g) Noise During Minor Renovations**
ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (h) Transportation of Construction Equipment**
ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (i) Debris**
ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (j) Storage of Building Materials on Common Areas**

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

(k) Protection of Building

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

(l) Daily Cleaning

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

(m) Interruption to Services

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

(n) Access

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

(o) Vehicles

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

(p) Security

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

(q) Variation to Minor Renovations

not vary the minor renovations without obtaining the written approval of the owners corporation or 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 apartment to inspect the minor renovations on reasonable notice,

(c) Restore the Common Areas

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

(d) Expert's Report

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

(e) Acoustic Consultant's Report

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

4.4 Enduring Obligations

You must:

(a) Maintenance of Minor Renovations

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

(b) Repair Damage

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

(c) Prevent Excessive Noise

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

(d) Flooring

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

(e) 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,

(f) 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,

(g) Comply with the Law

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

5. Bond

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

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

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

6. Breach of this By-Law

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

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

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

7. Approvals

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

8. Specification of Additional Minor Renovations

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

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and

- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-Law 12 – Major Renovations

1. Introduction

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

2. Definitions & Interpretation

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

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

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

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

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

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

3.2 The Approval Process

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

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

3.2.3 Your application must contain:

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

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent

to that by-law if the major renovations will involve alterations or additions to a common area.

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

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

3.2.7 The owners corporation may:

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

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

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

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

(a) Prior Notice

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

(b) Local Council Approval

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

(c) Contractor's Licence and Insurance Details

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

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

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that

the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

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

(f) Dilapidation Report

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

(g) Bond

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

(h) Costs

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

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

4.2 During the Major Renovations

During the major renovations you must:

(a) Standard of Workmanship

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

(b) Quality of Major Renovations

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

(c) Time for Completion of Major Renovations

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

(d) Times for Major Renovations

ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on Monday – Friday and that at least 72 hours notice is given to the occupiers of the other apartments in the building

by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

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

(g) Supervision of Major Renovations

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

(h) Noise During Major Renovations

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

(i) Transportation of Construction Equipment

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

(j) Debris

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

(k) Storage of Building Materials on Common Areas

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

(l) Protection of Building

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

(m) Building Integrity

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

(n) Daily Cleaning

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

(o) Interruption to Services

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

- (p) Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,
- (q) Vehicles**
ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (r) Security**
ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,
- (s) Variation to Major renovations**
not vary the major renovations without obtaining the prior written approval of the owners corporation,
- (t) Costs of Major renovations**
pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

- (a) Notify the Owners Corporation**
promptly notify the owners corporation that the major renovations have been completed,
- (b) Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,
- (c) Obtain Planning Certificates**
if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,
- (d) Restore the Common Areas**
restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,
- (e) Engineer's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,
- (f) Expert's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

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

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

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

(b) Repair Damage

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

(c) Prevent Excessive Noise

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

(d) Flooring

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

(e) Indemnity

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

(f) Insurance

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

(g) Comply with the Law

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

5. Bond

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

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

- (b) cleaning any part of the common area as a result of the major renovations,

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

6. Breach of this By-Law

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

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

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

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

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

ANNEXURE TO MAJOR RENOVATION BY-LAW

Motion and By-Law for Major Renovations

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

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

1. Introduction

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

2. Definitions

In this by-law:

"Lot" means Lot in the Strata Scheme;

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

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

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

"Major Renovations By-Law" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

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

4. Conditions

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

- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

SPECIAL BY-LAW 13 - COMMON PROPERTY – LOBBIES

The owners corporation may by resolution of its strata committee and for the purpose of repair, management, use and/or enjoyment of and in keeping with the appearance of the rest of the building, change the common property within the **entry lobbies** only:

- a) replace existing wallpaper with an alternate wallpaper design
- b) replace existing wallpaper with paint
- c) replace existing colour scheme with an alternate colour scheme

SPECIAL BY-LAW 14 - STANDING ORDERS FOR STRATA COMMITTEE MEETINGS

1. The meeting will be governed by the terms of Schedule 2 of the NSW Strata Schemes Management Act 2015 and relevant regulations.*
2. The meeting may not commence until the quorum of attendance (50 percent of the membership as decided at the previous AGM) has been reached. Acting members' (proxy) votes may not be counted towards the quorum.*
3. The meeting must be chaired by the elected chairperson unless they are absent or unable to do so, in which case the committee must elect a chair for the duration of that meeting.*
4. Voting on committee matters is decided according to a majority of the number of votes cast for and against with each member carrying only one vote (unless they have been granted an acting member vote in writing by a member who cannot attend and the committee has agreed to it being allowed).*
5. A simple majority of the committee in attendance can choose not to allow acting member votes if they so wish.*
6. Members can be considered to be in attendance if they are present by telephone, video streaming or other electronic means.*
7. The committee must allow non-committee members to attend the meeting but they are only permitted to speak if a majority of the committee agrees.*
8. The committee may decide by a simple majority whether or not non-committee members should speak only on specific items on the agenda or on any or all agenda items.*
9. In a tied vote, the Chairperson does not have a casting vote and any motion will be considered not to have been carried if it remains tied after a re-vote.*
10. The chair should make it clear to non-committee members that they are bound by the Standing Orders.
11. The committee will consider the items on the agenda in the order in which they appear unless a majority of the committee agrees to change the order at the meeting.
12. The Chairperson will allow each participating member or attendee to speak only once on a topic until everyone who wants to speak has had a chance to do so. The same restriction will apply after each time an attendee speaks.
13. After discussions, and before a vote, the Chair will call for anyone who wishes to raise a point that has not already been discussed, to do so.
14. Once a vote has been taken and the meeting has moved on to the next agenda item, a previous motion may not be revisited.

15. Attendees and members who interrupt, talk out of turn or talk over other members may be warned verbally that their behaviour is not acceptable.
 16. If the behaviour is repeated despite a warning, the chairman can call for a vote of the committee to 'name' the miscreant in the minutes of the meeting.
 17. The meeting will be called to a close after the final item has been discussed and voted upon.
 18. If there is persistent disruption, the chair can propose the meeting be adjourned at any point, subject to the approval of the committee, with the remaining items to be decided "on paper".
 19. There is no "any other business".* Any items not on the agenda can only be discussed informally after the end of the meeting and no vote should be taken or recorded.
- *Items 1 to 9 plus 19 are part of NSW strata laws or regulations.**

SPECIAL BY-LAW 15 - MAJOR RENOVATION - LOT 148 FOR INSTALLATION OF SHADE BLIND

1. Introduction

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

2. Definitions

In this by-law:

"**Lot**" means Lot 148 in the Strata Scheme;

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

"**Plans**" means the plans/drawings prepared by P. Woodley and dated 4th September 2018 attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being installation of a ziptrack shade awning on front balcony.

"**Major Renovations By-Law**" means Special By-Law No. 12 - Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies. (SP79088)

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

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

4. Conditions

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

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

Notes: This installation is conditional on confirmation that the awning if the awning is motorised or not, the colour, which should be Paperbark and if a Development Application or Complying Development Certificate is required. Once this information can be provided the request should be put to the Community Association for final approval before installation can proceed.



SP79088 – Palermo - Application for Major Works (Alteration to Common Property) (BY- LAW 48 CLAUSE 5 – Palermo SP79088)

The Owners Corporation understands that owners may wish to undertake major renovations from time to time. According to section 111 of the Strata Schemes Management Act 2015 major renovations include :

- structural changes
- waterproofing (floors, walls, kitchens, bathrooms, balcony)
- changes affecting the outside appearance of the property
- work that needs approval under other laws (for example, council approval).

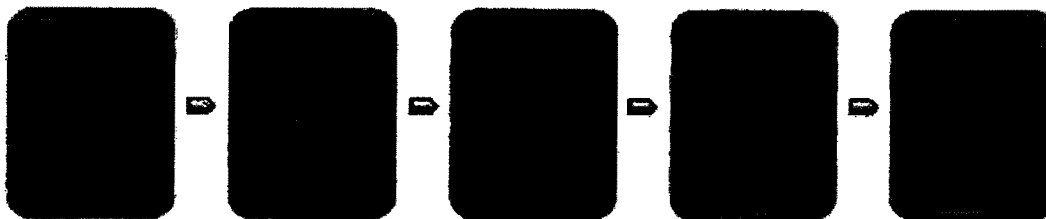
Any alteration to common property requires permission, by Special Resolution at a general meeting, from the Owners Corporation ahead of commencing the installation. This form is to guide owners through the application process.

Applications must be either scanned and emailed (palermococ@gmail.com) or posted to the Secretary, Strata Committee SP79088, 33 Hill Road, Wentworth Point NSW 2127.

Installation Requirements:

Any consent given to proceed with the installation does not in any way imply that the Owners Corporation has given its approval to the final installation. Approval is dependent upon satisfactory inspection of the completed installation.

Key steps in the application process:



Your details:

| | |
|----------------------------|----------------------------------|
| Name: Pam and Paul Woodley | |
| Lot No: 148 | Apartment No: 362 |
| Contact Phone: 0450008022 | Email: woodleypp@optusnet.com.au |

The following questions need to be answered

| |
|--|
| What alteration do you wish to make? Install a Ziptrack shade Awning on front balcony |
| Where exactly will the item(s) be installed? front balcony, between pillars as per attached diagram |
| Please provide diagram showing area of intended works |
| Please describe how the installation will affect common property (eg: tiles, windows, door frames, running of pipes, wiring, etc). Awning hood attached to balcony roof and runners attached to pillars |

Rules and By-Laws that must be complied with

Applicants should read through and familiarise themselves with the requirements stipulated in the Palermo By-Laws ahead of submitting their application with particular reference to By-Laws 1 (Noise), 5 (Damage to Common Property), 17 (Appearance of Lot), 14, (Floor coverings), 18 (Change in Use of Lot), 25 (Air Conditioning), 48 (Building works) & Special By-Law 6 (Window Coverings). <http://www.palermo-sydney.com.au/by-laws>

CHECKLIST

| | |
|---|---|
| Where applicable, I have attached a brochure and specifications of all items to be installed. | <input checked="" type="checkbox"/> Yes |
| Where applicable, I have attached specifications and drawings/photographs of the items to be installed and common property area to be affected. | <input checked="" type="checkbox"/> Yes |
| I have included the names of contractors, suppliers and installers, their qualifications and proof of insurance. | <input checked="" type="checkbox"/> Yes |
| I have read the recommended by-laws | <input checked="" type="checkbox"/> Yes |

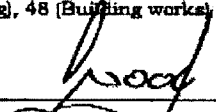

DECLARATION

/s/ Pam & Paul Woodley understand and declare that:

- Prior to engaging contractors and commencing works:
 - written approval to proceed will be obtained from the owners corporation or delegated authority
 - a schedule of works will be provided to building management for distribution to residents
- All works will be done in a manner that ensures that they are in keeping with the appearance of the building.
- Should my works not meet the requirements of the Rules and By-Laws, I will restore any changes to their original state.
- The Owners Corporation's approval to proceed with the work in no way signifies approval or acceptance of the finished installation as this is governed by the provisions of the Rules & By Laws
- I understand that a Common Property By-Law may be required. This may involve engaging a lawyer and possibly a building engineer, at my/our expense, to draw up a By-Law which must be approved at a general meeting of all owners before work can commence.
- I have read and understand By-Law 48

I/we agree to abide by the By Laws and Rules relating to By-Law 1 (Noise), 5 (Damage to Common Property), 14 (Floor coverings), 17 (Appearance of Lot), 18 (Change in Use of Lot), 25 (Air Conditioning), 48 (Building works) & Special By-Law 6 (Window Coverings).

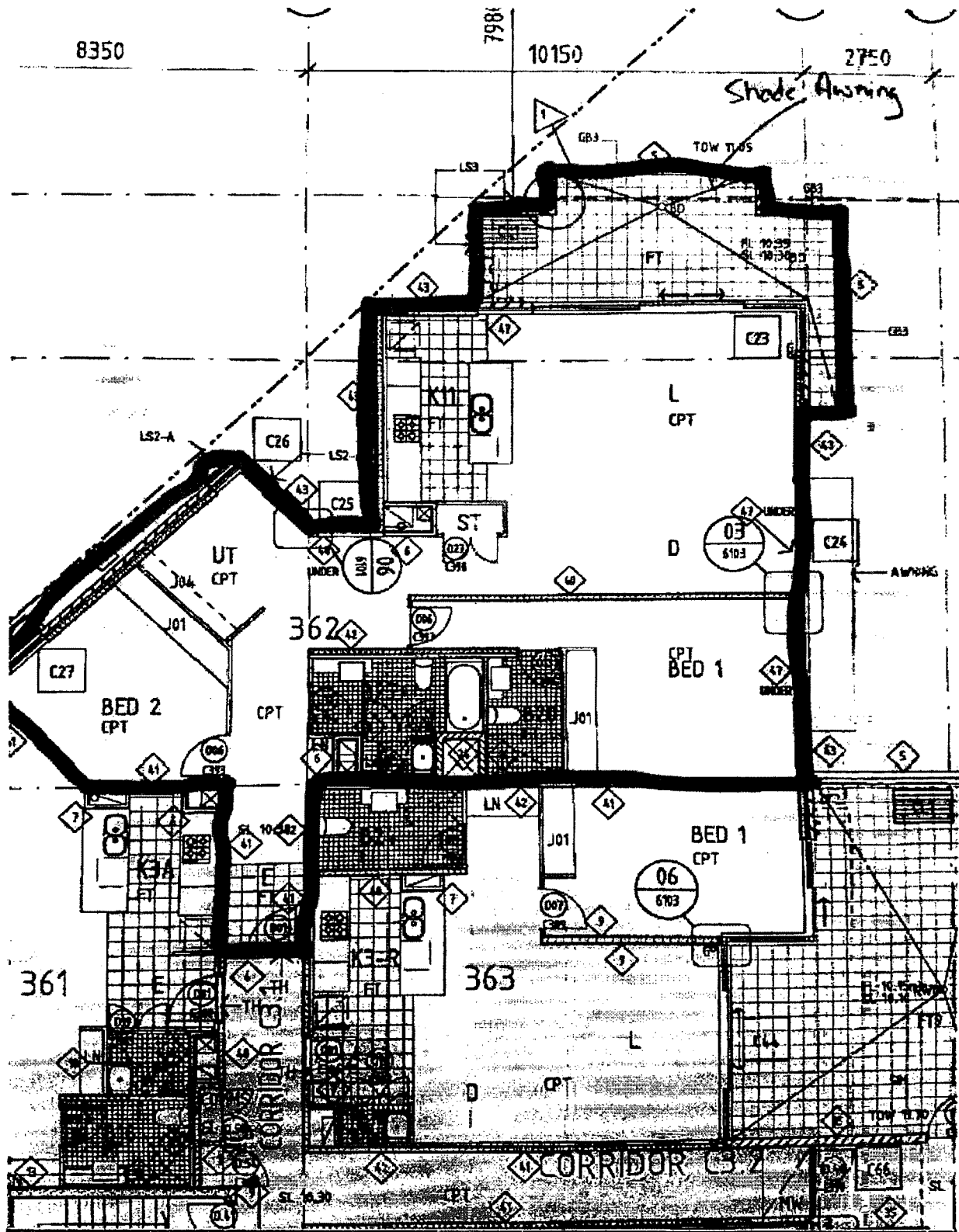
Signature (all owners):

Date:

4 Sep 18

4 Sep 18



Extract from By-Laws SP79088

48. Building Works - By-Law 48

- 48.1 For the purpose of protecting the health, safety and welfare of all owners and occupiers of Lots and to avoid, so far as is possible, loss and damage to the Owners Corporation and owners and occupiers of Lots, the owner of a Lot (referred to as the "Owner" in this by-law) must not permit or carry out any building works of whatsoever nature in the Lot unless the Owner, the occupier and every contractor, builder, servant or agent of the Owner or occupier complies with the succeeding provisions of this by-law.
- 48.2 At least 21 days prior to undertaking any works, the Owner must first notify the executive committee in writing of the Owner's intention to do so including in that notice:
- (i) the Owner's name and lot number;
 - (ii) a description of all of the works the Owner proposes to carry out, and
- if the works effect a change to Common Property in any way by, for example, but without limitation, removal of walls, piercing of a Common Property wall or slab, enclosing a balcony, removal or installation of floor tiles, removal or installation of a bath, shower stall, toilet or hand basin, the Owner must provide with the notice floor plans and drawings depicting the Owner's Lot prior to the proposed works and a copy of the plans, drawings and specifications for the works.
- 48.3 For the purposes described in clause 48.1, the executive committee may impose restrictions and obligations on the Owner and the Owner's contractors, servants and agents including without limitation:
- (a) a requirement to apply to Auburn City Council for development or other approval for the performance of the works or confirmation that no such approval is required; and
 - (b) such other restrictions and obligations the executive committee considers are reasonable and appropriate having regard to the nature of the works including the necessity for the adoption of an additional by-law authorising the specific works.
- 48.4 If the Owner's proposed works do not effect a change to or interference with Common Property in any material way, then the executive committee may approve the performance of those works.
- 48.5 If the Owner's proposed works effect a change to Common Property, prior to undertaking the works, in addition to any other restrictions or obligations imposed by the executive committee:
- (a) the Owner must obtain and provide to the executive committee the certificate of currency of the insurance policy or policies of the building contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the executive committee for:
 - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;
 - (ii) any insurance required in respect of the works under Section 92 of the *Home Building Act 1989*; and
 - (iii) workers' compensation in accordance with applicable legislation;
 - (b) if required by the executive committee, the Owner must obtain and provide to the executive committee the opinion of a structural engineer (reasonably acceptable to the executive committee) to the effect that if the works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the executive committee, the works will not adversely affect the structural integrity of the building or any part thereof;
 - (c) if required by the executive committee, the Owner must cause a dilapidation survey to be conducted of the Common Property and each Lot affected or likely to be affected by the building works and a report of that survey to be provided to the executive committee (Dilapidation Report);
 - (d) if required by the executive committee, the Owner must deposit with the strata managing agent for the Owners Corporation a bond not exceeding \$10,000 as security for the costs to the Owners Corporation of the repair of any Common Property damaged or defaced, or the cleaning of any Common Property defaced or soiled, by the performance of the works, which bond is to be drawn upon by the Owners Corporation if the Owner fails to repair or clean that Common Property to the reasonable satisfaction of the Owners Corporation within the period of two weeks after the works are completed (or such longer time as the executive committee, acting reasonably, agrees)
- 48.6 Upon compliance by the Owner with the Owner's obligations under clauses 48.3 and 48.4 (as applicable to the Owner's works), the executive committee will grant approval for the Owner's proposed works which approval

may be subject to the adoption of an additional by-law authorising the works in the form set out in the schedule to this by-law.

48.7. In carrying out the works, the Owner must:

- (a) if the works effect a change to common property, ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;
- (b) ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other Lot;
- (c) ensure that the works are carried out substantially in accordance with the plans, drawings and specifications provided to the executive committee prior to construction and, if the approval of Auburn City Council is required for the conduct of the works, as approved by the Council;
- (d) not materially amend or vary the plans, drawings and specifications without the approval in writing of the executive committee and, if required, the Council;
- (e) take reasonable precautions to protect all areas of the building outside the Owner's Lot from damage by the works;
- (f) ensure that all construction materials, equipment, debris and other material associated with the works is transported over Common Property in the manner reasonably directed by the executive committee and that no construction materials, equipment, debris and other material associated with the works is deposited on the Common Property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the executive committee for the use and siting of a rubbish skip or dump bin;
- (g) ensure that all areas of the complex outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;
- (h) ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;
- (i) ensure that the works are only performed between the hours of 7.30 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday;
- (j) ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, his employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;
- (k) ensure that the works do not interfere with or damage the common property or the property of any other owner or occupier;
- (l) ensure that neither the Owner nor the Owner's contractor, his employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;
- (m) ensure that any damage caused by the Owner or the Owner's contractor, his employees, servants or agents in the performance of the works is made good within a reasonable period after that damage occurs;
- (n) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within three months of their commencement or such longer period of time as the executive committee, acting reasonably, permits.

- 48.8.** If the approval of Auburn City Council is necessary to carry out the works, on completion of the building works the Owner must provide to the executive committee the certificate of the Council that the works have been inspected by the Council and that the works comply with the conditions of any approval given by the Council.
- 48.9.** The Owner is liable for any damage caused to any part of the Common Property or any other Lot as a result of the performance of the works and the Owner must take such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 48.10.** The Owner indemnifies the Owners Corporation and each other owner and occupier of a Lot in the Scheme against any loss or damage the Owners Corporation and/or that other owner or occupier may suffer as a direct result of the performance of the works.
- 48.11.** The Owner must, at the Owner's cost, maintain the fixtures and fittings installed in the course of the works in a state of good and serviceable repair and the Owner must renew or replace those fixtures and fittings when necessary and in the event that the Owner fails to do so, the owners corporation may, at the Owner's cost:

- (a) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the works;
- (b) enter upon any part of the Owner's Lot to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner, and the Owner indemnifies the Owners Corporation against any liability flowing from the actions of the Owners Corporation pursuant to this clause.

48.12(a) Upon completion of the works, the Owner will be entitled to a refund of the bond deposited by the Owner with the strata managing agent but only if either:

- (i) no damage has been done by the performance of the works to any part of the Common Property in or about the building; or
- (ii) any damage to any part of the Common Property caused by the performance of the works has been rectified by the Owner to the reasonable satisfaction of the executive committee.

(b) If the Owner (including the Owner's contractor, his employees, servants or agents) leaves the Common Property unclean, untidy, defaced or damaged as a result of the movement of men, materials including building materials, plant, equipment or debris through the building and fails to rectify, to the reasonable satisfaction of the executive committee, that unclean, untidy, defaced or damaged Common Property, the Owners Corporation may carry out such works as are necessary (including cleaning) to rectify the unclean, untidy, defaced or damaged Common Property and apply the bond, or so much as is required to defray the Owners Corporation's costs, in or towards payment for that rectification work.

(c) If and to the extent that the costs of rectification of unclean, untidy, defaced or damaged Common Property (including the costs of cleaning) are not covered by the bond provided by the Owner:

(i) the Owners Corporation may recover the deficiency in the payment of those costs, including the costs of recovery, from the Owner as a debt due;

(ii) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the Act or if the regulations under the Act prescribe some other rate, then at that other rate; and

(iii) the Owners Corporation may include reference to any such debt (including interest thereon) on notices under section 109 of the Act in respect of the Lot.



Apollo Blinds Sydney Pty Ltd ABN 27602364492
Ph: 9350 9999 Fax: 02 9350 9900
www.apoloblinds.com.au sydney@apoloblinds.com.au
3/172 Silverwater Rd
Silverwater NSW 2128

QUOTE
Page 1/2

CUSTOMER: Paul Woodley
362/ 3 baywater dr
WENTWORTH POINT NSW 2127

INSTALL ADDRESS: Paul Woodley
362/ 3 baywater dr
WENTWORTH POINT NSW 2127

H/Phone: 02 Mobile: 0450008022

| QUOTE DATE | YOUR REFERENCE | OUR REFERENCE | EXPIRY DATE | SALES CONSULTANT | PAYMENT TERMS |
|---------------|----------------------|---------------|-------------|------------------|---------------|
| Sep. 04, 2018 | SA300274-Syd-Woodley | SA300274 | | Carl Ball | Prepaid |

| ITEM | DESCRIPTION | LOCATION | QTY | PRICE (inc GST) |
|------|-------------|--------------|------|-----------------|
| 0001 | ZIPTRAK | Other: Patio | 1.00 | \$ 3,499.07 |

| | | |
|------------------------------------|--------------------------------------|----------------------------|
| Type: Mesh With Hood | Fabric: Vislontex Plus | Colour: Ivory |
| Control Type: Spring | Hood Colour: Paperbark 135mm | Channel Colour: Paperbark |
| Channel Type: Recess(Left & Right) | Bottom Rail Colour: Paperbark (Heavy | Bottom Rail Bumper: Yes |
| Spline Colour: Paperbark | Roll: In | Handle: Single - Roll Side |
| Face Fix Angles (40 x 25mm): No | Pull Down Hook: 1.5 Meter | Bottom Skirt: No |
| Removable Post: No | Fixing: Reveal Brick | |

| | | | | | |
|------|-------------|--------------------|-------|------|----------|
| 0002 | ADD CHARGES | Additional Charges | Other | 1.00 | \$ 50.00 |
|------|-------------|--------------------|-------|------|----------|

Description: Stairwell to apartment

Payment Reference Number: SA300274
Apollo Blinds Sydney
Commonwealth Bank
BSB: 062 815
Account No: 10478040

| | | |
|--------------------------|----|----------|
| Subtotal (inc GST) | \$ | 3,549.07 |
| Discount (inc GST)* | \$ | -879.07 |
| * Subject to Clause A.12 | | |
| Total (inc GST) | \$ | 2,670.00 |
| Deposit Paid | \$ | 0.00 |
| Final amount payable # | \$ | 2,670.00 |

I have received the Terms and Conditions and Accept.
Minimum 50% Deposit Required.
Final Payment is due and payable when advised that blinds are ready for installation.
EFT Payments must be made 72 hours Prior.

Customer Signature

Date

We Appreciate Your Business!

QUOTE (SA300274)

Page 2/2

TERMS AND CONDITIONS

Thank you for choosing Apollo Blinds Awnings Shutters. Set out below are the terms and conditions of the agreement between you and Apollo for your window furnishings. Please make sure you have read this page and checked the Order carefully before you sign. Subject to any terms implied by law, the agreement comprises only this page and the Order, unless the Competition and Consumer Act 2010 applies.

A. APOLLO'S RIGHTS AND OBLIGATIONS

1. Apollo must make the Window Furnishings to the specifications as set out in the Order. The Customer acknowledges that Apollo will make the Window Furnishings square and the Customer cannot make any claim against Apollo if the windows or frames in which the Window Furnishings are installed are out of square.
2. Apollo will not be held liable for any delays of any nature nor be liable to pay any compensation for such delay.
3. Apollo is not bound by any estimated delivery time given and the Customer cannot make any claim against Apollo if either that estimated delivery time or the agreed installation date is not met.
4. The Window Furnishings remain Apollo's property until Apollo has received the full Purchase Price.
5. Should the customer exceed Apollo's trading terms, the debt will be passed on for collection. The customer will be liable for all expenses associated with the recovery of outstanding amounts, including but not limited to legal fees on a full indemnity basis and interest charges.
6. In the event that a discount is given, if full payment of the discounted price is not received by the due date, Apollo has the right to claim and receive from you payment of the full and undiscounted price.
7. Once the customer has placed an order and decides not to go ahead with the order (and Apollo has agreed to cancel) for any reason they will incur a \$100 admin fee or 100% of the purchase price, whichever is higher.
8. If the customer wants to make changes to the order (and Apollo agrees to) after the order is processed they will incur a \$75 admin fee.
9. Fulfilment of the order and price may be subject to change after a site check measure if applicable.

B. THE CUSTOMER'S RIGHTS AND OBLIGATIONS

1. By signing the Order and/or paying a deposit the Customer acknowledges that the Customer has read and understood the terms and conditions of this agreement and agrees to be bound by them.
2. To commence the Order the Customer must pay to Apollo a deposit of not less than 50% (or agreed amount) of the Purchase Price.
3. The Customer acknowledges that Apollo will normally commence the manufacturing process of the Window Furnishings within 34 hours of this Order being signed, if the Customer cancels the Order after Apollo commences manufacture then the Customer forfeits the deposit referred to in paragraph B2 and must pay the balance.
4. The Customer may only vary the Order if the Customer and Apollo are able to agree on a new purchase price for the Window Furnishings. Any variations to the contract must be in writing.
5. The Customer acknowledges that materials can be liable to variations in weave and colour due to differences between production runs. While Apollo must do all it reasonably can to ensure that the materials used for the Window Furnishings matches the sample chosen by the Customer, the Customer acknowledges that Apollo does not promise a colour or pattern match and the Customer must not make any claim against Apollo where any such variations occur.
6. Recommended industry guidelines for faults can be found at the following link for the Blind Manufacturers Association of Australia of which Apollo is a member. Imperfections not visible with the naked eye in natural daylight at a distance of 1.2 metres is acceptable <http://bma.org.au/wp-content/uploads/2014/10/Industry-Guideline-Final.pdf>
7. The Customer acknowledges that all Window Furnishings must be maintained with regular cleaning and maintenance and operated in accordance with any operating instructions provided by Apollo. Failure to do so may void the warranty, referred to in clause C below.
8. The Customer acknowledges that all products have tolerances and performance standards are deemed acceptable by industry standards.
9. Once the goods are ready, the customer must allow Apollo access for installation. The Customer must remove any existing window coverings and support brackets, unless the Customer has elected to pay for this service. Any furniture located where the Window Furnishings are to be installed must be moved. On the agreed installation date the Customer must give the installer safe and adequate access to where the Window Furnishings are to be installed. Before the installer begins work the Customer must inform the installer of the location of any water pipes, electrical cables or any other potential hazard of any kind that may cause damage or injury to people or property during or as a result of the installation of the Window Furnishings and Apollo will not be held liable for any damage caused. In addition, the Customer acknowledges that Apollo cannot accept responsibility for sub-standard fixing points where Window Furnishings are to be installed.
10. The customer must pay final balance as per payment conditions on the Order/Quote. Ownership of product does not transfer to customer until final balance is paid. Once balance is paid Apollo can store the window furnishings at no additional cost for up to three (3) months.

C. WARRANTY

1. Five (5) years Warranty on Smartwood Louvre Shutters.
2. Five (5) years Warranty on Selected Roller Shutters.
3. Five (5) years Warranty on 240v Motors.
4. Two (2) years Warranty on all custom made Window Furnishings from the date of installation, except for fading which is for 12 months from the date of installation. The 1st year of the Warranty is an in home Warranty (for products that are installed by Apollo) and no call out fee applies (subject to clause 7). For the 2nd year, the products must be returned to an Apollo Showroom or a call out fee will apply. When products are not installed by Apollo all products must be returned to a showroom for Warranty to be implemented.
5. All Eco Products are covered by a one (1) year Warranty.
6. Where a product under Warranty is no longer available a substitute product from Apollo's current range of the same value will be offered as a replacement during the Warranty period.
7. The warranty is against defects in components and/or faulty workmanship for the above periods from the date of installation. The warranty does not extend to damage caused by accidents, misuse or abuse of the product and does not cover depreciation through ordinary use or wear and tear. All other claims will attract pick up, delivery or service charges.
8. Product care and operating instructions must be adhered to otherwise warranty will be voided. See <http://apoloblinds.com.au/product-care-instructions/> or call 132 899 if you require a copy.
9. Any attempts to repair, alter or adjust an Apollo product by an unauthorised person will deem this warranty null and void.
10. Installation of window coverings above 3 metres are subject to special Warranty conditions and charges will be incurred for high ladders, safety equipment and scaffolding.
11. This Warranty is not transferable.

ZIPTRAK

BLINDS

Enjoying your lifestyle no matter what the season - Ziptrak Blinds keep areas warm in winter and cool in summer.

 **Apollo**
BLINDS - Awnings - Shutters
AUSTRALIAN OWNED EST 1989



Call us 132 899 Visit apolloblinds.com.au

ZIPTRAK



Pull down and push up! It's that EASY to protect yourself from the elements with Ziptrak® track guided blind system.

Specially designed tracks on both sides of the blind enable the fabric to glide smoothly and easily - stopping anywhere you want!

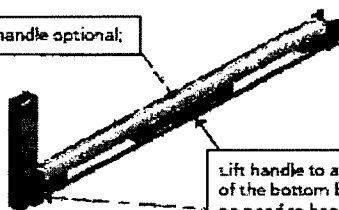
Ziptrak® blinds can be secured and locked in the down position to guard against high winds and UV - no zippers or buckles required, it's that simple. For sun, wind, rain and UV protection, choose the fabric that you need:

- hi-tech quality solar fabrics • PVC tinted, or • PVC clear.



MANUFACTURED
IN AUSTRALIA

Additional handle optional;



Lift handle to activate release latches on both sides of the bottom bar. You may also use a pull stick - no need to bend down.

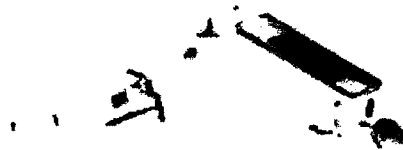
Optional. An additional handle on the reverse side of the bottom bar to allow for unlocking your Ziptrak® blind from both sides.

OPTIONS

WATERPROOFING & ROOF ACCESSORIES

RS001 SOLAR SUN & WIND SENSOR

- Solar powered for simple installation
- Programmable with 5 wind speed & 9 light intensity settings
- Usable as sun & wind sensor where wind overrides sun
- Either the sun or wind sensor can be disabled if required
- For use with all WSER series motors & Alpha remote receivers



SPECIFICATIONS

- Frequency MHz 433.92
- Screen Type LED
- Power Requirements Solar only
- Number of Channels 1

RE302 (5 CHANNEL)

- 5 channel remote + all channels function
- Elegant design, with stainless steel trim on the edges
- 433.92 MHz
- Rolling codes
- LED channel selection
- Transparent magnetic wall holder



SPECIFICATIONS

- Frequency MHz 433.92
- Screen Type LED indicator
- Number of Channels 5 + all channels

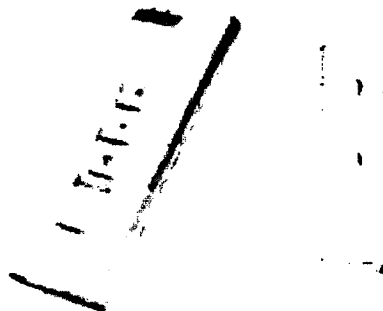
OPTIONS

RE301 (SINGLE CHANNEL)

- Single channel remote
- Elegant design, with stainless steel trim on the edges
- 433.92 MHz
- Rolling codes
- Transparent magnetic wall holder

SPECIFICATIONS

- Frequency MHz 433.92
- Number of Channels 1



WSER50 10/27 UNIVERSAL - MOTOR

- ELECTRONIC LIMIT SETTING, WITH BUILTIN REMOTE CONTROL RECEIVER
- 45mm diameter
- Power Specifications - 240V / 50Hz
- Electronic limits
- Built in Remote Receiver
- Wireless limit set up
- Suitable for: Most External Drop Blinds
- This motor is fast, quiet & perfect for when you want to be able to lock in & tension the blind. Our most popular motor for all types of external drop blinds. Lifts up to 17kg (bottom bar & skin)

SPECIFICATIONS

- Nominal Consumption (W) 203
- Lifting Capacity 17Kg on 6mm tube
- Rated Torque (Nm) 10
- Output Speed (rpm) 27
- Nominal Voltage (V) 240
- Nominal Current (A) 0.84
- Running Time (Min) 4
- Protection Index (Ip) 44
- Total Length (mm) 570
- Maximum Turns infinite
- Net Weight (Kg) 2.30



CARE & CLEANING

Do not expose fabric awnings to extreme weather conditions, they are designed to create shade.

Keep the fabric clean by brushing both sides with a soft brush. Hosing on a hot day with cold water will minimise the development of algae, mildew and fungi by removing dust and grime.

Do not roll awnings away wet. However if bad weather requires this, roll them back out as soon as possible to prevent mould build up. Do not allow dirt, plant or bird droppings to remain in contact with the fabric.

Do not apply detergents, cleaning fluid, or insecticides.

For stains, clean thoroughly with a non-abrasive household cleaner (except for clear PVC) and rinse immediately with clean water and thoroughly dry. For clear PVC use a diluted solution of mild soap and water. Rinse with clean water and dry with a soft cloth or sponge.

Let Apollo Blinds open your mind to new decorator ideas. Since 1938 Apollo Blinds has focused on delivering the latest in home fashions with consistent reliable service. An Australian owned company with most products still being manufactured in Australia, Apollo Blinds gives you peace of mind – all fabrics and components come with a 2 year guarantee (1 year in home) on manufacture and materials*. Some materials or components may carry additional manufacturer's warranty*.

Call us 132 899 Visit apolloblinds.com.au Email sales@apolloblinds.com.au

Head Office and Factory

Sydney 172 Silverwater Road, (Corner Holker St Silverwater NSW 2128

Showrooms

Sydney 172 Silverwater Road, (Corner Holker St Silverwater NSW 2128

Melbourne 439 Warrigal Rd Moorabbin VIC 3139

Brisbane Unit 1, 48 Kingson Road, Underwood QLD 4119

Newcastle 414 Pacific Highway, Belmont NSW 2280

Canberra Unit 1, 6 Wiluna Street, Fyshwick ACT 2609

Port Macquarie Unit 6/1 Blackbutt Road Port Macquarie NSW 2444

Coffs Harbour 3/12 Isles Drive, North Boambee Valley NSW 2450

Wollongong 210 Princes Highway, Albion Park Rail NSW 2527

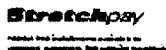
Tamworth Shop 3, 164 Peel Street, Tamworth NSW 2340

Mobile Showrooms

Amidale, Ballina, Dubbo, Gold Coast, Orange, Sunshine Coast, Wagga
Wagga



The information and products in this brochure are correct as at 1st January 2016 but may vary after this date.
Not all products may be available at all outlets. *Some conditions apply.



SENIORS CARD



SPECIAL BY-LAW 16 - MAJOR RENOVATION - LOT 131 FOR INSTALLATION OF CEILING FAN AND LIGHT

1. Introduction

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

2. Definitions

In this by-law:

"Lot" means Lot 131 in the Strata Scheme;

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

"Plans" means the plans/drawings prepared by S. Rastogi and dated 25th October 2018 attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being installation of Arlec 120cm white ceiling fan with oyster light on ceiling of lot balcony, connected to existing light switch.

"Major Renovations By-Law" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies (SP79088).

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

4.2.1 the authority to carry out the Major Renovations strictly in accordance with the Plans;

4.2.2 the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

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

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

Notes: This installation is conditional on what type of wiring the ceiling fan requires and the noise rating. It was requested that it be confirmed that the awning if the awning is motorised or not, the colour, which should be Paperbark and if a Development Application or Complying Development Certificate is required. Once this information can be provided the request should be put to the Community Association for final approval before installation can proceed.

551/5 BAYWATER DRIVE WENTWORTH PT.

SP79088 - Palermo - Application for Major Works
(Alteration to Common Property)
(BY: LAW 48 CLAUSE 5 - Palermo SP79088)

The Owners Corporation understands that owners may wish to undertake major renovations from time to time. According to section 111 of the Strata Schemes Management Act 2015 major renovations include:


- structural changes
- waterproofing (floors, walls, kitchens, bathrooms, balcony)
- changes affecting the outside appearance of the property
- work that needs approval under other laws (for example, council approval)

Any alteration to common property requires permission, by Special Resolution at a general meeting, from the Owners Corporation ahead of commencing the installation. This form is to guide owners through the application process.

Applications must be either scanned and emailed (palermoscc@gmail.com) or posted to the Secretary, Strata Committee SP79088, 33 Hill Road, Wentworth Point NSW 2127.

Installation Requirements:
Any consent given to proceed with the installation does not in any way imply that the Owners Corporation has given its approval to the final installation. Approval is dependent upon satisfactory inspection of the completed installation.

Key steps in the application process:



Your details:

| | |
|--|--------------------------------------|
| Name: SUNEET RASTOGI and MONIKA RASTOGI | |
| Lot No: 131 | Apartment No: 551 |
| Contact Phone: 0403172415 | Email: SHSR.RASTOGI@gmail.com |

The following questions need to be answered

| | |
|---|-----------------------------------|
| What alteration do you wish to make? | CEILING FAN IN THE BALCONY |
| Where exactly will the item(s) be installed? | BALCONY FACING GARDENS |
| Please provide diagram showing area of intended works | |
| Please describe how the installation will affect common property (eg: tiles, windows, door frames, running of pipes, wiring, etc) | |
| CEILING FAN WITH LIGHT WILL BE INSTALLED AT THE EXISTING LIGHT POINT SO NO EXTERNAL WIRING IS REQUIRED | |

Application for Major Works (September 2017) Page 1 of 5

Rules and By-Laws that must be complied with

Applicants should read through and familiarise themselves with the requirements stipulated in the Palermo By-Laws ahead of submitting their application with particular reference to By-Laws 1 (Noise), 5 (Damage to Common Property), 17 (Appearance of Lot), 14 (Floor coverings), 18 (Change in Use of Lot), 25 (Air Conditioning), 48 (Building works) & Special By-Law 6 (Window Coverings). <http://www.palermo-western-springs.com.au/By-Laws>

CHECKLIST

| | |
|--|---|
| Where applicable, I have attached a brochure and specifications of all items to be installed | <input checked="" type="checkbox"/> Yes |
| Where applicable, I have attached specifications and drawings/photographs of items to be installed and common property areas to be affected. | <input checked="" type="checkbox"/> Yes |
| I have included the names of contractors, suppliers and installers, their qualifications and proof of insurance. | <input checked="" type="checkbox"/> Yes |
| I have read the recommended by-laws | <input checked="" type="checkbox"/> Yes |

DECLARATION

SUNEET RASTOYI, understand and declare that:
WE **Monika Rastoyi**

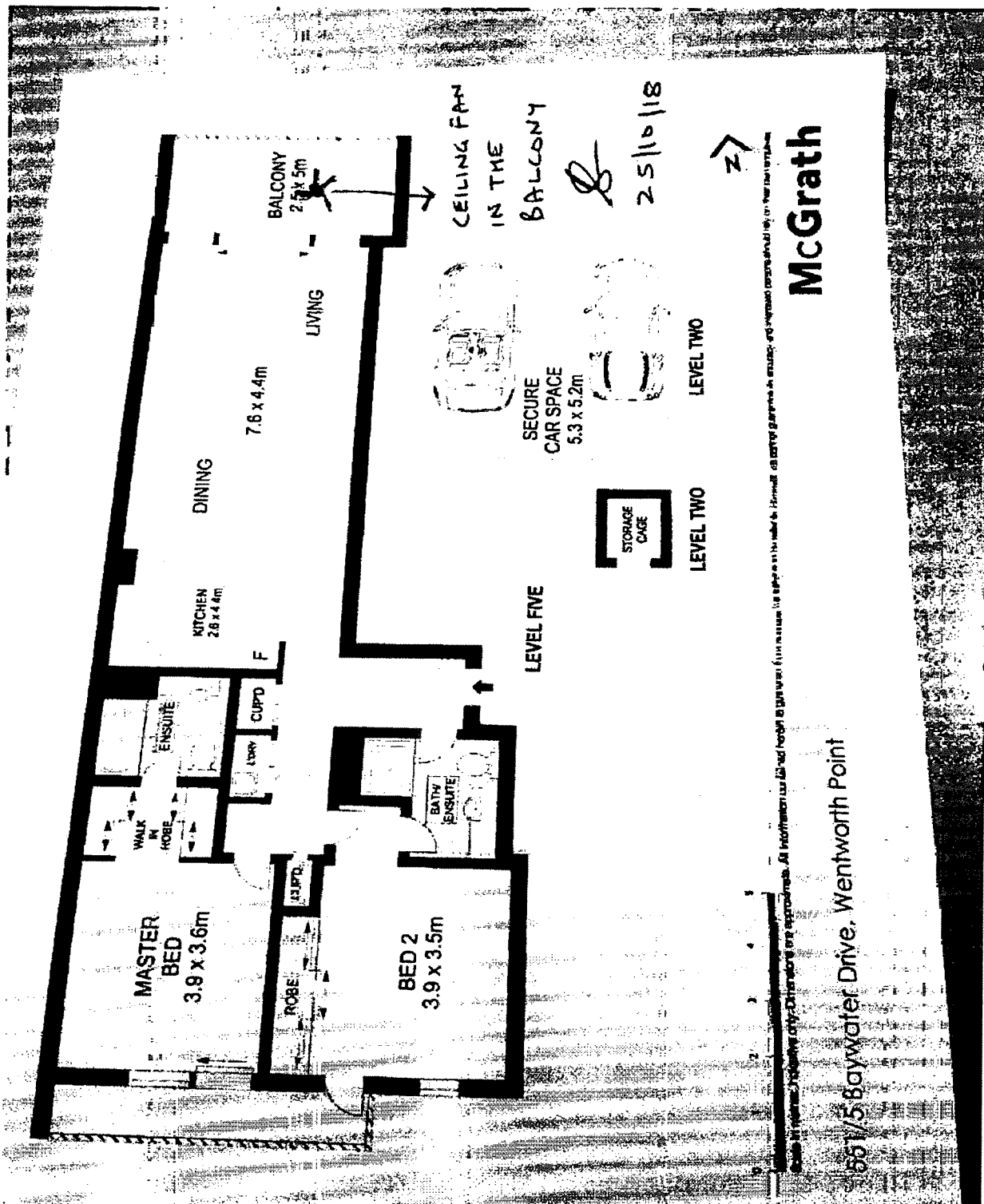
- Prior to engaging contractors and commencing works:
 - written approval to proceed will be obtained from the owners corporation or delegated authority
 - a schedule of works will be provided to building management for distribution to residents
 - All works will be done in a manner that ensures that they are in keeping with the appearance of the building.
 - Should my works not meet the requirements of the Rules and By-Laws, I will restore any changes to their original state.
 - The Owners Corporation's approval to proceed with the work in no way signifies approval or acceptance of the finished installation as this is governed by the provisions of the Rules & By Laws
 - I understand that a Common Property By-Law may be required. This may involve engaging a lawyer and possibly a building engineer, at my/our expense, to draw up a By-Law which must be approved at a general meeting of all owners before work can commence.
 - I have read and understand By-Law 48.
- I/we agree to abide by the By Laws and Rules relating to By-Law 1 (Noise), 5 (Damage to Common Property), 14 (Floor coverings), 17 (Appearance of Lot), 18 (Change in Use of Lot), 25 (Air Conditioning), 48 (Building works) & Special By-Law 6 (Window Coverings).

Signature (all owners)

(SUNEET)

(MONIKA)

Date: 25/10/18



Special By-Law 17 - Common Property, Lobby Light Fittings

The owners corporation may by resolution of its strata committee and for the purpose of repair, management, use and/or enjoyment of and in keeping with the appearance of the rest of the building, change the common property lighting within the entry lobbies only:

- a) Replace existing hanging light fittings in the entrance foyers of 33 Hill Road and 3 Baywater Drive with alternate light fittings.

Special By-Law 18 – Permission to install remote controlled bollard in car parking lot.

- (a) An owner may not install or maintain on their registered car parking lot any Bollard other than one that is remote controlled and, in a location, approved by the Strata Committee.
- (b) If an owner wishes to install a Bollard in their lot, you must make an application to the owners corporation in order to seek its approval
 - a. The application must be in writing and sent to the strata managing agent or secretary of the owners corporation
 - b. The application must contain:
 - i. Your name, address and contact phone number
 - ii. Your apartment and lot number
 - iii. An estimate of the duration and times of installation of the bollard
 - iv. Details of the type of Bollard being installed
 - v. Details of the persons carrying out the installation including name, insurance details, qualifications and contact numbers
 - vi. Details of arrangements to manage any resulting rubbish or debris arising from the installation
 - c. The Owner's Corporation may request additional information and / or reports to supplement the information contained in your application but must not act unreasonable when doing so.
- (c) An owner of a car parking lot will have a right or exclusive use and enjoyment of that part of the common property required in order to install and keep the Bollard to serve the car parking lot.
- (d) The owner or occupier must maintain the Bollard in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation.
- (e) An owner must, at his cost and within 7 days of being notified of damage, repair any damage to the common property (including carpark cement slab) occurring in the installation, maintenance, replacement, repair or renewal of the Bollard.
- (f) If the owner does not repair the damage in accordance with this By-Law (d), the Owners Corporation is authorised to repair any damage on behalf of the owner and the owner indemnifies the Owners Corporation against all liabilities (including Public Liability) and expenses it incurs by doing so.
- (g) The Owner agrees that any increase in Building Insurance as a result of the installation of a Bollard within their lot is passed onto their lot directly, and they indemnify the Owners Corporation against all expenses.
- (h) The owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the Bollard had not been installed.

(i) The Bollard always remains the property of the owner of the car parking lot and does not become common property or come under the ownership of the Owners Corporation at any time.

(j) The owner of the car parking lot is liable for all costs of maintaining and operating the Bollard. The owner of the car parking lot will be granted a right of exclusive use in accordance with paragraph (c) above and must comply with all paragraphs of this by-Law.

(k) Pursuant to paragraph (a) Owners Corporation provide consent to the owner installing and maintaining, on its car parking lot, not more than two Bollards, of the type listed below.

- Automatic Remote-Controlled Parking Bollard

Smart Phone Controlled Parking Bollard

Special By-Law 19 – Rules And Recovery Of Costs By Owners Corporation

1. Introduction

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

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 fire alarm expenses, 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 **"insurance increase"** means an amount equal to any increase in an insurance premium payable by us arising out of anything done by you;
- 2.10 **"interest"** means interest payable on expenses in accordance with this by-law;
- 2.11 **"invitee"** includes a guest or contractor;
- 2.12 **"lot"** means a lot in the strata scheme;
- 2.13 **"occupier"** means a person in occupation of a lot and includes a tenant;
- 2.14 **"owner"** means an owner of a lot;

- 2.15 **"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;
- 2.16 **"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;
- 2.17 **"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;
- 2.18 **"Strata Act"** means the Strata Schemes Management Act 2015;
- 2.19 **"strata scheme"** means the strata scheme to which this by-law applies;
- 2.20 **"us"** or **"we"** means the owners corporation; and
- 2.21 **"you"** means and owner or occupier

3. Interpretation

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

- 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.
- 4.5 You must not dirty or soil the common property.
- 4.6 You must not do anything that causes an insurance premium payable by us to increase.
- 4.7 You must not cause a denial of access.

5. General Obligations

- 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

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

7. Interest on Expenses

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

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

9. Recovery of Expenses, Interest, Etc

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

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

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

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.

Special By-Law 20 – Major Renovations and Building Works (Lot 117, unit 742)

1. Introduction

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

2. Definitions

In this by-law:

"Lot" means Lot 117 in the Strata Scheme;

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

"Plans" means the plans/drawings prepared by S. Singer and dated 21st October 2019 attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans as:

- Renovations to bathroom and ensuite within lot 117, including full demolition and removal of current bathroom fixtures, tiles and water proofing, and installation of new waterproofing and bathroom tiles and fixtures.

- Installation of Futura 132cm white ceiling fan with light on ceiling of lot balcony, connected to existing light switch
- Installation of white aluminium plantation shutters, to match existing shutters fixed to the floor and ceiling of the balcony.

"Major Renovations By-Law" means Special By-Law No. 12 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies (SP79088).

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (c) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (d) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

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

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

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

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

4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

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

) Office of the Registrar-General /Src:INFOTRACK /Ref:2020

Application for Major Works (Alteration to Common Property)

(Special By-Law 12 – Palermo SP79088)

The Owners Corporation understands that owners may wish to undertake major renovations from time to time. According to section 111 of the Strata Schemes Management Act 2015 major renovations include:

- ☐ structural changes
- ☐ waterproofing (floors, walls, kitchens, bathrooms, balcony)
- ☐ changes affecting the outside appearance of the property
- ☐ work that needs approval under other laws (for example, council approval).

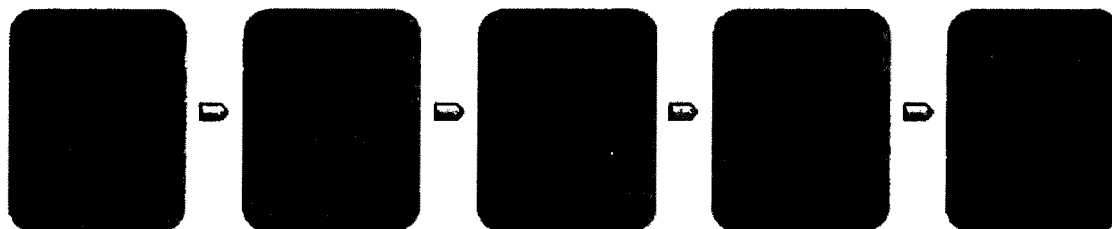
Any alteration to common property requires permission, by Special Resolution at a general meeting, from the Owners Corporation ahead of commencing the installation. This form is to guide owners through the application process.

Applications must be either scanned and emailed (secretary@palermosc.com.au) or posted to the Secretary, Strata Committee SP79088, 33 Hill Road, Wentworth Point NSW 2127.

Installation Requirements:

Any consent given to proceed with the installation does not in any way imply that the Owners Corporation has given its approval to the final installation. Approval is dependent upon satisfactory inspection of the completed installation.

Key steps in the application process:



Your details:

| | |
|-----------------------------------|--|
| Name: STEPHANIE SNGER | |
| LotNo: 117 | Apartment No: 742 |
| Contact Phone: 0456 195752 | Email: STEPHANIE.SNGER@btinternet.com |

The following questions need to be answered

| |
|---|
| What alteration do you wish to make? Renovate 2 x bathrooms. All sinks, toilets, baths will remain in the same position |
| Where exactly will the item(s) be installed? All items will be installed in same place along with shower & toilet. New tiles and re-waterproofing both bathrooms |
| Please provide diagram showing area affected |
| Please describe how the installation will affect common property (eg: tiles, windows, door frames, running of pipes, wiring, etc). No effect to common property, pipes not being changed however, the waterproofing of both floors will need to be done. |

Rules and By-Laws that must be complied with

- ☐ Applicants should read through and familiarise themselves with the requirements stipulated in the Palermo By-Laws ahead of submitting their application with particular reference to By-Laws 5, 17, 18, 47 & Special By-Law 3 and 12. (www.palermo-wentworthpoint.com.au)

CHECKLIST

| | |
|---|---|
| I have attached a brochure and specifications of all items to be installed. | <input checked="" type="checkbox"/> Yes |
| I have attached specifications and drawings/photographs of the items to be installed and common property area to be affected. | <input checked="" type="checkbox"/> Yes |
| I have included the names of suppliers and installers that will be involved in the installation of the items. | <input checked="" type="checkbox"/> Yes |
| I have read the recommended by-laws | <input checked="" type="checkbox"/> Yes |


DECLARATION

I/We STEPHANIE SAYER understand and declare that:

1. Approval in writing from the Owners Corporation must be obtained for this application prior to engaging contractors and commencing installation.
2. All items must be installed in a manner that ensures that they are in keeping with the appearance of the building.
3. Should my installation not meet the requirements of the Rules and By-Laws, I must restore any changes to their original state.
4. It is my responsibility to ensure that the finished installation will not result in noise transmission greater than 45dba.
5. The Owners Corporation's approval to proceed with the work in no way signifies approval or acceptance of the finished installation as this is governed by the provisions of the Rules & By Laws
6. I understand that a Special Privilege By-Law may have to be created. This will involve engaging a lawyer and possibly a building engineer, at my/our expense, to draw up a By-Law which must be approved by special resolution at a general meeting of all owners before work can commence.
7. I have read and understand Special By-Law 12

I agree to abide by the By Laws and Rules relating to changes to common property.

Signed



Date

21/10/19



LIC: 324220C
1 Davies Road, Padstow
NSW, 2211, Australia
Tel: 1300 804 544
Mobile: 0423 139 976

Email: info@apexrenovations.com.au
www.apexrenovations.com.au

QUOTE – Bathroom Renovations

Approximate size: 2.7 x 1.5 height 2.4

Client: Stephanie

Address: 742/7 Baywater Dr, Wentworth Point NSW 2127

PREPERATION

Prior to commencement:

- Floors will be drop sheeted every day. Dust will be kept to a minimum by ensuring the door is closed during work.
- All water services will be assessed to ensure that no blockages will occur from Apex team
- All smoke alarms and water main taps will need to be shut off (Please note that water will be turned off during the rough in for plumbing)
- All existing floor drains will be covered so that no blockage/damage will occur
- Any existing painted surfaces that tiles will be laid will be primed/scratched back (if brick) to prevent any slipping of wall tiles
- All pipes/electric cables will be measured before installing the wall lining to avoid drilling through
- If structure of home is timber framed/metal framed then all studs will be measured prior to bracing heavy load e.g. wall hung vanity, wall hung toilet and accessories
- All heavy items that will be installed on timber frame/metal frame wall will be braced prior to installation

DEMOLITION

- Full demolition of main bathroom
- Remove and dispose of bathroom accessories
- Remove and dispose of any bathtub/shower screen
- Remove and dispose of any toilets
- Remove and dispose of all wall and floor tiles and materials
- Remove any existing tapware/plumbing fixtures
- Disconnect existing power points/lighting if required

ROUGH IN

Shower Area

- Renew rough in of hot and cold water to suit mixer tap for shower area

Hydraulics and Drainage

- Hydraulics to bathroom area will be pressure tested and inspected for leaks.
- No drainage movement

¹²³
This quote is valid for 30 Days



LIC: 324220C

1 Davies Road, Padstow

NSW, 2211, Australia

Tel: 1300 804 544

Mobile: 0423 139 976

Email: info@apexrenovations.com.au

www.apexrenovations.com.au

Toilet

- Supply and install back-to-wall toilet suite
 - S/P trap

Vanity

- Rough in new shut off taps for wall hung vanity:
 - Vanity Mixer Included (Suttor Range)
 - 750mm white gloss polyurethane vanity with ceramic top and under mount basin
 - 750mm pencil edge shaving cabinet

Electrical

- New power-points and light switches for bathroom

RE-SHEETING

- Re-sheet walls with villoboard to provide adequate area for tiling

WATERPROOFING & BEDDING

- Sand cementing floors to achieve desired levels approx. 25mm thick.
- Waterproofing of bathroom floors and walls. The system used is a membrane system (polyurethane and fiber glass reinforced). All corners will be caulked.
- Waterproofing to be completed as per AS 3740 requirements (Certificate provided)
- 40mm angle to be installed on door entry to act as water stop (under screed)
- 20mm angle to be installed in shower to act as water stop (under screed)

TILES & TILING

- Wall tiles to ceiling height (300mmx600mm tiles)
- Total floor area to be tiled (300mmx600mm tiles)

To be confirmed prior to commencement:

- Colour of tiles
- Tile layout/pattern- common layouts are: stacked bond- horizontal or vertical (costs will vary depending on chosen pattern)
- Grout colours- <https://ardexaustralia.com/tools/grout-colour-selector/>
- Types of floor waste/drains
- Tile angles

CEILING

- Ceiling is to remain (square set)
- Patch any necessary areas

This quote is valid for 30 Days



SHOWER SCREEN

- Supply and install 750mm shower panel
 - Constructed from 10mm A-Grade toughened safety glass
 - All hardware comes with 10 years' warranty
 - Prior to commencement please confirm if you would like to add a corner glass shelf to the shower screen

CARPENTRY & MASONRY

- Create large niche in back wall of shower

PAINTING

- Patch and paint all timber areas within the bathroom

SILICONE & CAULKING

- All internal joints (Colour of silicone range to be selected prior to commencement)

CLEANING

- Final construction clean to all areas where work was completed



**KITCHENS &
BATHROOMS**
you're in good hands

LIC: 324220C

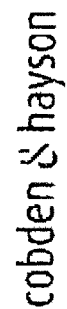
1 Davies Road, Padstow
NSW, 2211, Australia

Tel: 1300 804 544

Mobile: 0423 139 976

Email: info@apexrenovations.com.au

www.apexrenovations.com.au



44-38861-1097
 inclosures on topics should be supplied to Bureau by 11:45 Tuesday after 12 noon on days
 specified on this form and retained by 44-38861-1097 (44-38861-1097) 44-38861-1097

742/7 Baywater Drive

Application for Major Works (Alteration to Common Property)

(Special By-Law 12 – Palermo SP79088)

The Owners Corporation understands that owners may wish to undertake major renovations from time to time. According to section 111 of the Strata Schemes Management Act 2015 major renovations include:

- ☐ structural changes
- ☐ waterproofing (floors, walls, kitchens, bathrooms, balcony)
- ☐ changes affecting the outside appearance of the property
- ☐ work that needs approval under other laws (for example, council approval).

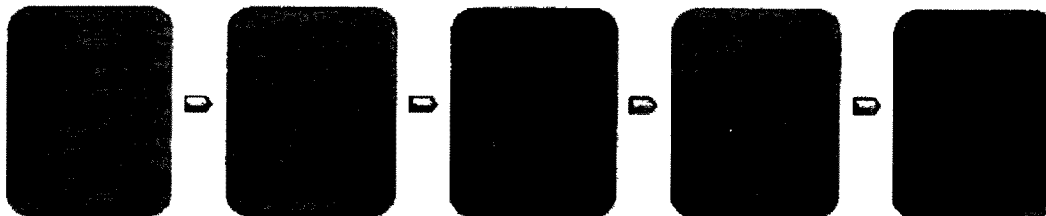
Any alteration to common property requires permission, by Special Resolution at a general meeting, from the Owners Corporation ahead of commencing the installation. This form is to guide owners through the application process.

Applications must be either scanned and emailed (secretary@palermosc.com.au) or posted to the Secretary, Strata Committee SP79088, 33 Hill Road, Wentworth Point NSW 2127.

Installation Requirements:

Any consent given to proceed with the installation does not in any way imply that the Owners Corporation has given its approval to the final installation. Approval is dependent upon satisfactory inspection of the completed installation.

Key steps in the application process:



Your details:

| | |
|-----------------------------------|--|
| Name: <u>STEPHANIE SANGER</u> | |
| Lot No: <u>117</u> | Apartment No: <u>742</u> |
| Contact Phone: <u>0456 175752</u> | Email: <u>stefanie.sanger@btinternet.com</u> |

The following questions need to be answered

| |
|--|
| What alteration do you wish to make? <u>Add Change light on balcony to have exterior fan with light.</u> |
| Where exactly will the item(s) be installed? <u>Balcony</u> |
| Please provide diagram showing area affected |
| Please describe how the installation will affect common property (eg: tiles, windows, door frames, running of pipes, wiring, etc). <u>It will be on the balcony but colour will be white as per all the other that have been installed and are keeping with the colour of the building</u> |

Rules and By-Laws that must be complied with

- Applicants should read through and familiarise themselves with the requirements stipulated in the Palermo By-Laws ahead of submitting their application with particular reference to By-Laws 5, 17, 18, 47 & Special By-Law 3 and 12. (www.palermo-wentworth-point.com.au)

CHECKLIST

| | |
|---|---|
| I have attached a brochure and specifications of all items to be installed. | <input checked="" type="checkbox"/> Yes |
| I have attached specifications and drawings/photographs of the items to be installed and common property area to be affected. | <input checked="" type="checkbox"/> Yes |
| I have included the names of suppliers and installers that will be involved in the installation of the items. | <input checked="" type="checkbox"/> Yes |
| I have read the recommended by-laws | <input checked="" type="checkbox"/> Yes |

DECLARATION

I/We STEPHANIE SAKUR understand and declare that:

1. Approval in writing from the Owners Corporation must be obtained for this application prior to engaging contractors and commencing installation.
2. All items must be installed in a manner that ensures that they are in keeping with the appearance of the building.
3. Should my installation not meet the requirements of the Rules and By-Laws, I must restore any changes to their original state.
4. It is my responsibility to ensure that the finished installation will not result in noise transmission greater than 45dba.
5. The Owners Corporation's approval to proceed with the work in no way signifies approval or acceptance of the finished installation as this is governed by the provisions of the Rules & By Laws
6. I understand that a Special Privilege By-Law may have to be created. This will involve engaging a lawyer and possibly a building engineer, at my/our expense, to draw up a By-Law which must be approved by special resolution at a general meeting of all owners before work can commence.
7. I have read and understand Special By-Law 12

I agree to abide by the By Laws and Rules relating to changes to common property.

Signed



Date

21/10/19



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129

https://www.beaconlighting.com.au/futura-132cm-fan-in-white?ds_rl=1272893&ds_r... page 1 of 8



Application for Major Works (Alteration to Common Property)

(Special By-Law 12 – Palermo SP79088)

The Owners Corporation understands that owners may wish to undertake major renovations from time to time. According to section 111 of the Strata Schemes Management Act 2015 major renovations include:

- c structural changes
- c waterproofing (floors, walls, kitchens, bathrooms, balcony)
- c changes affecting the outside appearance of the property
- c work that needs approval under other laws (for example, council approval).

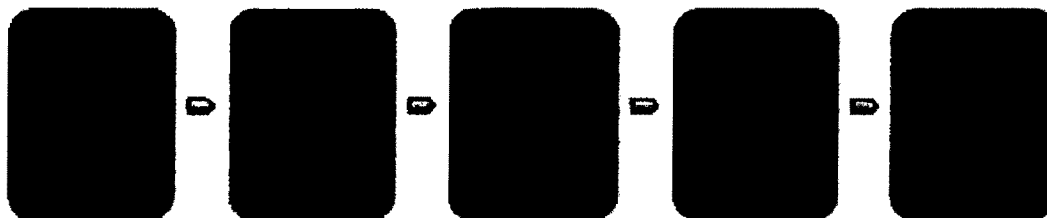
Any alteration to common property requires permission, by Special Resolution at a general meeting, from the Owners Corporation ahead of commencing the installation. This form is to guide owners through the application process.

Applications must be either scanned and emailed (secretary@strata.com.au) or posted to the Secretary, Strata Committee SP79088, 33 Hill Road, Wentworth Point NSW 2127.

Installation Requirements:

Any consent given to proceed with the installation does not in any way imply that the Owners Corporation has given its approval to the final installation. Approval is dependent upon satisfactory inspection of the completed installation.

Key steps in the application process:



Your details:

| | |
|------------------------------------|--|
| Name: STEPHANIE SINGER | |
| LotNo: 117 | Apartment No: 742 |
| Contact Phone: 0456 175 752 | Email: stephane.singer@btanknet.com |

The following questions need to be answered

| |
|--|
| What alteration do you wish to make? Add white, aluminium shutters (plantation) to balcony to match either side of existing ones |
| Where exactly will the item(s) be installed? In front of glass along balcony. See plan & pictures attached |
| Please provide diagram showing area affected |
| Please describe how the installation will affect common property (eg: tiles, windows, door frames, running of pipes, wiring, etc). Need to attach to tiles on floor and ceiling. The appearance will be the same as shutters either side and the same as approved in apartment above on sq2. |

Company - Shutters Australia to install, print out from website attached.
Comes with lifetime warranty.

Rules and By-Laws that must be complied with

- ☒ Applicants should read through and familiarise themselves with the requirements stipulated in the Palermo By-Laws ahead of submitting their application with particular reference to By-Laws 5, 17, 18, 47 & Special By-Law 3 and 12. (www.palermo-westworthhilton.com.au)

CHECKLIST

| | |
|---|---|
| I have attached a brochure and specifications of all items to be installed. <i>Picture of panels attached</i> | <input checked="" type="checkbox"/> Yes |
| I have attached specifications and drawings/photographs of the items to be installed and common property area to be affected. | <input checked="" type="checkbox"/> Yes |
| I have included the names of suppliers and installers that will be involved in the installation of the items. | <input checked="" type="checkbox"/> Yes |
| I have read the recommended by-laws | <input checked="" type="checkbox"/> Yes |

DECLARATION

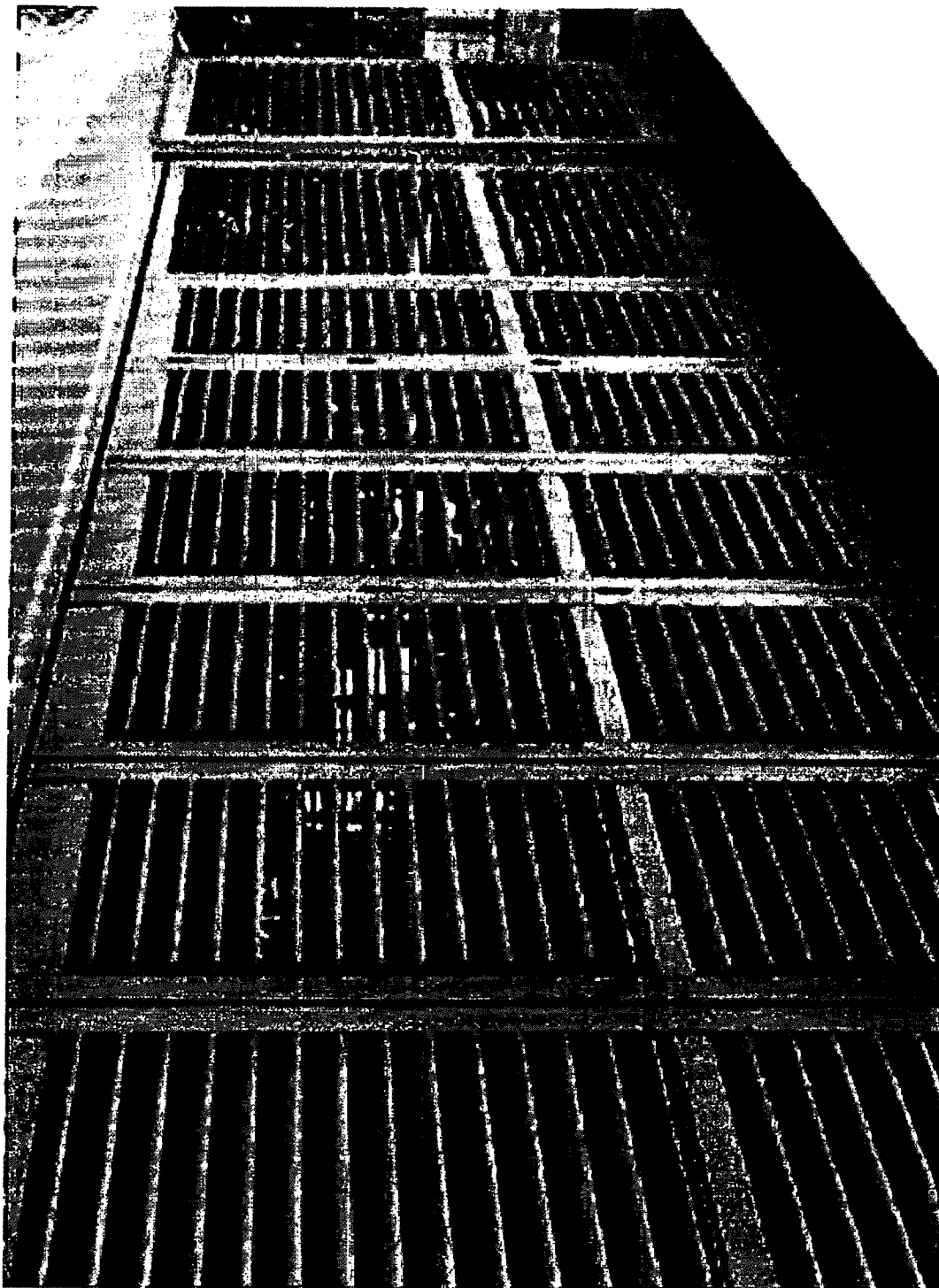
I/we STEPHANIE SMYKE understand and declare that:

1. Approval in writing from the Owners Corporation must be obtained for this application prior to engaging contractors and commencing installation.
2. All items must be installed in a manner that ensures that they are in keeping with the appearance of the building.
3. Should my installation not meet the requirements of the Rules and By-Laws, I must restore any changes to their original state.
4. It is my responsibility to ensure that the finished installation will not result in noise transmission greater than 45dba.
5. The Owners Corporation's approval to proceed with the work in no way signifies approval or acceptance of the finished installation as this is governed by the provisions of the Rules & By Laws
6. I understand that a Special Privilege By-Law may have to be created. This will involve engaging a lawyer and possibly a building engineer, at my/our expense, to draw up a By-Law which must be approved by special resolution at a general meeting of all owners before work can commence.
7. I have read and understand Special By-Law 12

I agree to abide by the By Laws and Rules relating to changes to common property.

Signed 

Date 2/7/19

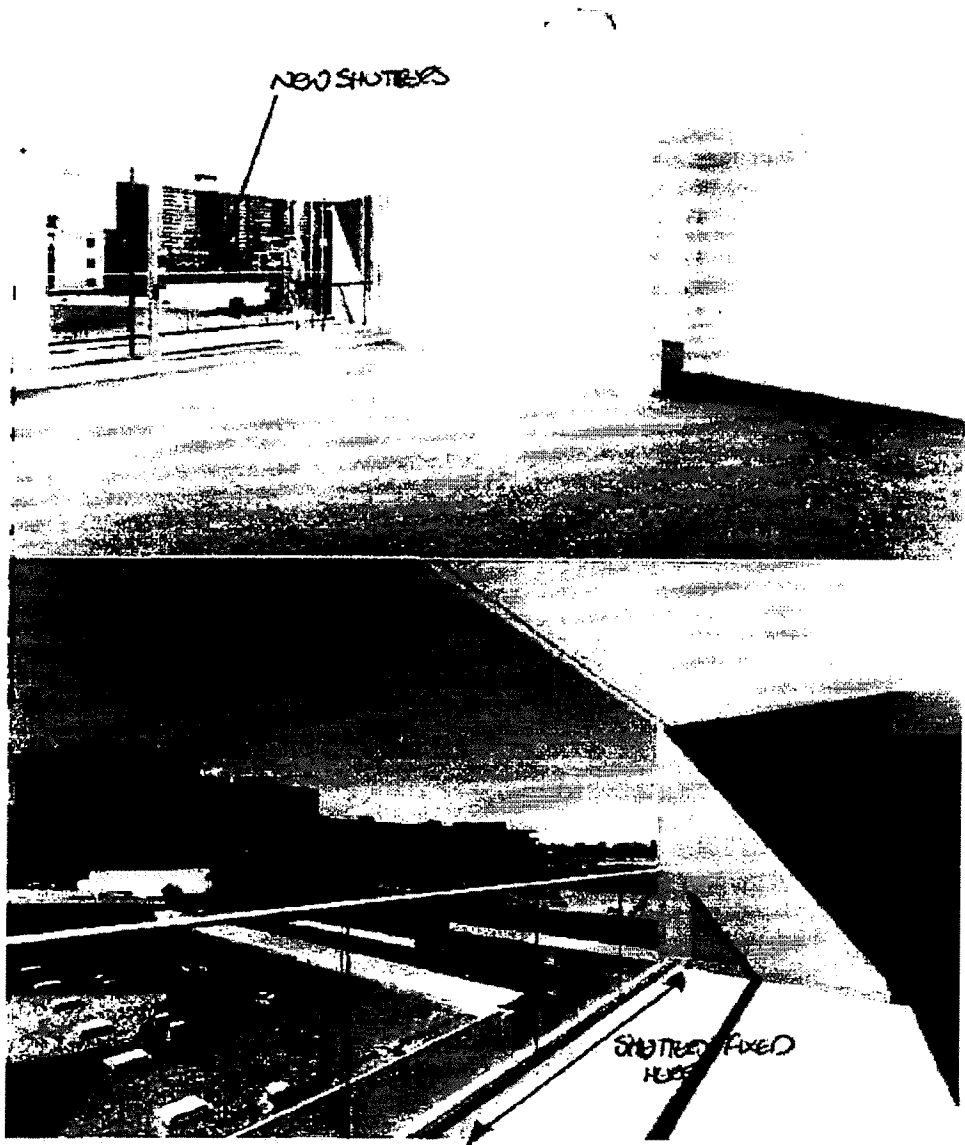


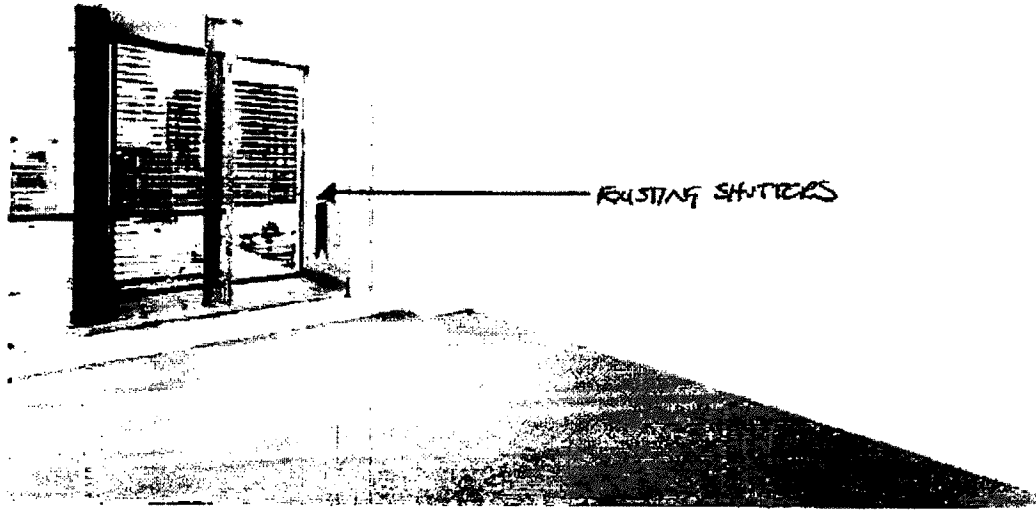
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Lot 117 - Apartment 742/7 Baywater Drive

| Existing Aluminium Shutters | New Aluminium Shutters | Existing Aluminium Shutters |
|-----------------------------|------------------------|-----------------------------|
| Balcony | | |
| Patio Doors | Patio Doors | Patio Doors |
| Bedroom 1 | Living Room | Bedroom 2 |

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With 45 years' experience, we have manufacturing on site in Sydney so that you get the best custom designed look and feel at a factory direct price. The quality range consists of Timber Plantation Shutters, Timber Venetian Blinds, and Roller Blinds with styles for every abode.

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