

15. The duties of the Security Person during the Removal Hours will be to safeguard Common Property and monitor compliance of the Owners/Occupiers with the Strata by-laws.

16. The Owners Corporation through the Executive Committee, Strata Manager or Resident Services Manager may require the Owners/Occupiers to pay a Removal Security Deposit at the time an Authority Charge is completed and pay the cost of hire of the Security Person during the Removal Hours at a fixed amount determined from time to time by the Owners Corporation.

17. If no damage has occurred to Common Property at the conclusion of the Removal as determined by the Resident Services Manager or Strata Manager via the Condition Report, the Removal Security Deposit will be refunded to the Owners/Occupiers.

18. The Removal Security Deposit, or part thereof, may be used by the Owners Corporation towards the cost of repair if damage has occurred.

19. If the cost of repair exceeds the Removal Security Deposit the balance paid by the Owners Corporation will be charged to the Owners/Occupiers levy account and recovered as if it were a contribution under the Act.

20. If the costs of repair are less than the Removal Security Deposit the Owners Corporation will refund the balance of the Security Deposit to the Owners/Occupiers.

21. If the Owners/Occupiers do not comply with the Strata by-laws the Resident Services Manager or Security Person may cancel and make inactive any Swipe-Cards in the possession of the Owners/Occupiers until such time as the Resident Services Manager or Security Person judge the Owners/Occupiers to be willing to comply with the Strata by-laws.

22. Owners/Occupiers in possession of cancelled and inactive Swipe-Cards will be provided with alternative access through Common Property to their Lot by contacting a Security Person who will escort them to their Lot.

33. - Installation of security systems

1.

1.1 Compliance with use & occupancy

Notwithstanding anything contained in the by-laws contained in the Community Management Statement and the other by-laws applicable to the scheme, all Owners and occupiers are subject to the restrictions of Part 4 of this by-law

1.2 This by-law to prevail

If there is any inconsistency between any by-laws applicable to the scheme, and this by-law, then the provisions of this by-law shall prevail to the extent of that inconsistency unless that inconsistency is contained in the Community Management Statement in which case the Community Management Statement shall prevail.

2. Grant of Right

An Owner has the right to carry out the Works at its own cost subject to Part 4 of this by-law. The purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Work installed prior to this by-law being made.

3. Definitions and interpretation

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

3.1 Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including City of Sydney Council.

3.2 Insurance means:

- a) contractors all risk insurance including public liability insurance;
- b) insurance required under the Home Building Act 1989 (if applicable); and
- c) workers compensation insurance.

3.3 **Lot** means lots 10, 11, 12, and 17 respectively in Strata Plan 73528.

3.4 **Owner** means the owner of the respective Lot.

3.5 **Owners Corporation** means the owners corporation created by the registration of Strata Plan registration no.73528.

3.6 **Works** means the installation of a security intercom system including all pipes, wiring ducting and ancillary items for the benefit of a Lot.

In this by-law, unless the context otherwise requires, 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.

4. Conditions

4.1 Before commencement

Before commencement of the Works the Owner must:

- a) obtain approval from the Community Association for the Works under by-law 3 of the Community Management Statement and provide a copy to the owners corporation (including any restriction or condition placed on the Works by the Community Association);
- b) obtain approval for the location, type and size of the Works from the Owners Corporation pursuant to by-laws 1.7 to 1.11 (inclusive) of the by-laws filed with the strata plan;
- c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation; and
- e) effect and maintain Insurance and provide a copy to the Owners Corporation.

4.2 During installation

Whilst the Works are in progress the Owner of the Lot at the relevant time 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 Australian Building Codes and Standards;
- 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 1 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) not vary the Works without first obtaining the consent in writing from the Owners Corporation and the Community Association.

4.3 After construction

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 has been rectified;

c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.

4.4 Enduring rights and obligations

The Owner:

a) must maintain, replace and keep in good and serviceable repair the Works installed by them;

b) must maintain and upkeep those parts of the common property in contact with the Works;

c) remains liable for 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 and without limitation any liability; and

The Owners Corporation may use its powers pursuant to the Act and by-law 1.13 of the by-laws filed with the strata plan if the Owner defaults on any obligation under this by-law.

34. - Retractable awning – special privilege

a) Neither by-law 2.2 nor by-law 2.3 prevents an Owner or Occupier from installing a retractable awning to the external walls Common Property, being Common Property comprising the courtyards of Lots 32 and 33.

b) Any such retractable awning must be installed in a competent and proper manner and its specification and installation must comply with the relevant Architectural Standard in relation to the Strata Scheme prescribed by the Owners Corporation.

c) Despite section 62, the Owner or Occupier of a Lot to which by-law 34 applies must maintain and keep in a state of good and serviceable repair any retractable awning that forms part of the Common Property and that services the Lot.

35. - Service of documents on owner of a lot by owners corporation

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

36. - Provisions of pipes for hot water

Part 1

Powers and Duties

1.1 The Owners Corporation will have the following powers and duties

- a) The power to provide Pipes for hot water to a Lot by entering into an agreement with the Owner for the provision of repairs, replacement and maintenance of a Lot as contemplated by section 111 of the *Strata Schemes Management Act 1996*;
- b) The power to enter a Lot to install, repair, replace or maintain the Pipes;
- c) The power to enter into arrangements with a Contractor to carry out the repairs, replacement and maintenance of Pipes; and
- d) The duty to properly maintain and keep the Pipes provided to a Lot in good and serviceable repair.

1.2 The purpose of this by-law is to:

- a) transfer the obligations to arrange repair, replacement and maintenance of Pipes provided to any Lot in the strata scheme to the Owners Corporation, and
- b) obligate the Owner to permit the Owners Corporation to arrange of the provision of pipes.

Part 2

Definitions and Interpretation

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

- a) **Act** means the *Strata Schemes Management Act 1996*.
- b) **Agreement** means the agreement between the Owner and the Owners Corporation contained in Part 3 of this by-law.
- c) **Contractor** means a Contractor engaged by the Owners Corporation for the provision of Pipes for hot water pursuant to the Agreement.
- d) **Lot** means a lot from time to time in strata plan 73528.
- e) **Owner** means the Owner of the Lot.
- f) **Owners Corporation** means the owners corporation constituted by the registration of strata plan no. 73528.
- g) **Pipes** means pipes for the transmission of hot water to, and in, the Lot.

2.2 In this by-law, unless the context otherwise requires, a word which denotes:

- a) the singular includes plural and vice versa;
- b) any gender includes 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 3

Agreement

3.1 This by-law serves as an agreement of the kind referred to in section 111 of the Act to provide and accept services on the terms and conditions contained in this by-law.

3.2 The Agreement shall have the following terms and conditions:

- a) it is an agreement of the kind referred to in section 111 of the Act for the Owners Corporation to provide Pipes to the Lot;
- b) the Agreement is for an unlimited term;
- c) the Owners Corporation will repair and maintain the Pipes provided to the Lot in a state of good and serviceable repair;
- d) the obligations for repair, maintenance and replacement of the Pipes are equivalent to the obligations imposed on the Owners Corporation under section 62 of the Act in respect of common property or personal property vested in the Owners Corporation;
- e) the Owners Corporation will provide the Pipes under the Agreement at the cost of the Owners Corporation;
- f) the Owners Corporation may enter into arrangements with a Contractor from time to time;
- g) the Owner and/or the occupier of the Owner's Lot give consent to the Owners Corporation to enter the Owner's Lot to provide the Pipes and to carrying out repairs, replacement and maintenance in accordance with this by-law;
- h) the Owner shall permit the Owners Corporation to install the Pipes in the cupboards located in the bathroom of the Lot and shall not require the Owners Corporation to chase the Pipes when installing, repairing, maintaining or replacing the same; and
- i) the Owners Corporation indemnifies the Owner for any losses or damage that a Lot Owner may suffer as a result of the carrying out of any repairs, replacement or maintenance of the Pipes contemplated under this by-law.

3.3 Where an Owner enters into an Agreement under this by-law, the Owner agrees to permit entry to the Lot by the Owners Corporation, for the purposes of giving effect to the by-law, upon the giving of written notice to the Owner by the Owners Corporation.

3.4 The Owner must provide entry to the Lot within seven (7) days from the date of service on the notice referred to in clause 3.3 hereof.

37. - Restricted property

37.1 This by-law 37 details common property of which the use is restricted (**Restricted Property By-law**). The Owners Corporation can vary this by-law only by special resolution.

31.2 That area of common property shown hatched on the attached plan (**Restricted Area**) is restricted in favour of the Community Association on the following conditions:

- a) use of the Restricted Area may be made by the owners, occupiers and invitees of the Community Association; and
- b) the Restricted Area will be open for access except when the Restricted Area must be closed for maintenance or upgrades.
- c) The Community Association must, at its own cost, maintain and keep the Restricted Area in good repair (including replacing any fixture or fittings in the Restricted Area when required by the Owners Corporation, acting reasonably)
- d) subject to the rights set out in by-laws 37.3 and 37.4, the Community Association must not do anything to damage the Restricted Area; and
- e) the Community Association must pay for all services and utilities fees (including electricity fees) incurred as a result of the occupation and use of the Restricted Area where such services or utilities can be separately metered or costed in connection with the occupation and use of the Restricted Area.

37.3 The Community Association may do minor building work, make minor alterations to the interior of Restricted Area and fit-out the Restricted Area provided that such works have no material adverse effect on the Common Property or cause and acoustic nuisance to other Owners or Occupiers within the Building. Proposed works that are not minor in nature and not in connection with the fit-out of the Restricted Area will require the consent of the Owners Corporation, which will not be unreasonably withheld.

37.4 The Community Association must not remove or alter any structural wall, except with the prior approval of the Owners Corporation and in compliance with the Strata Schemes Management Act 1996.

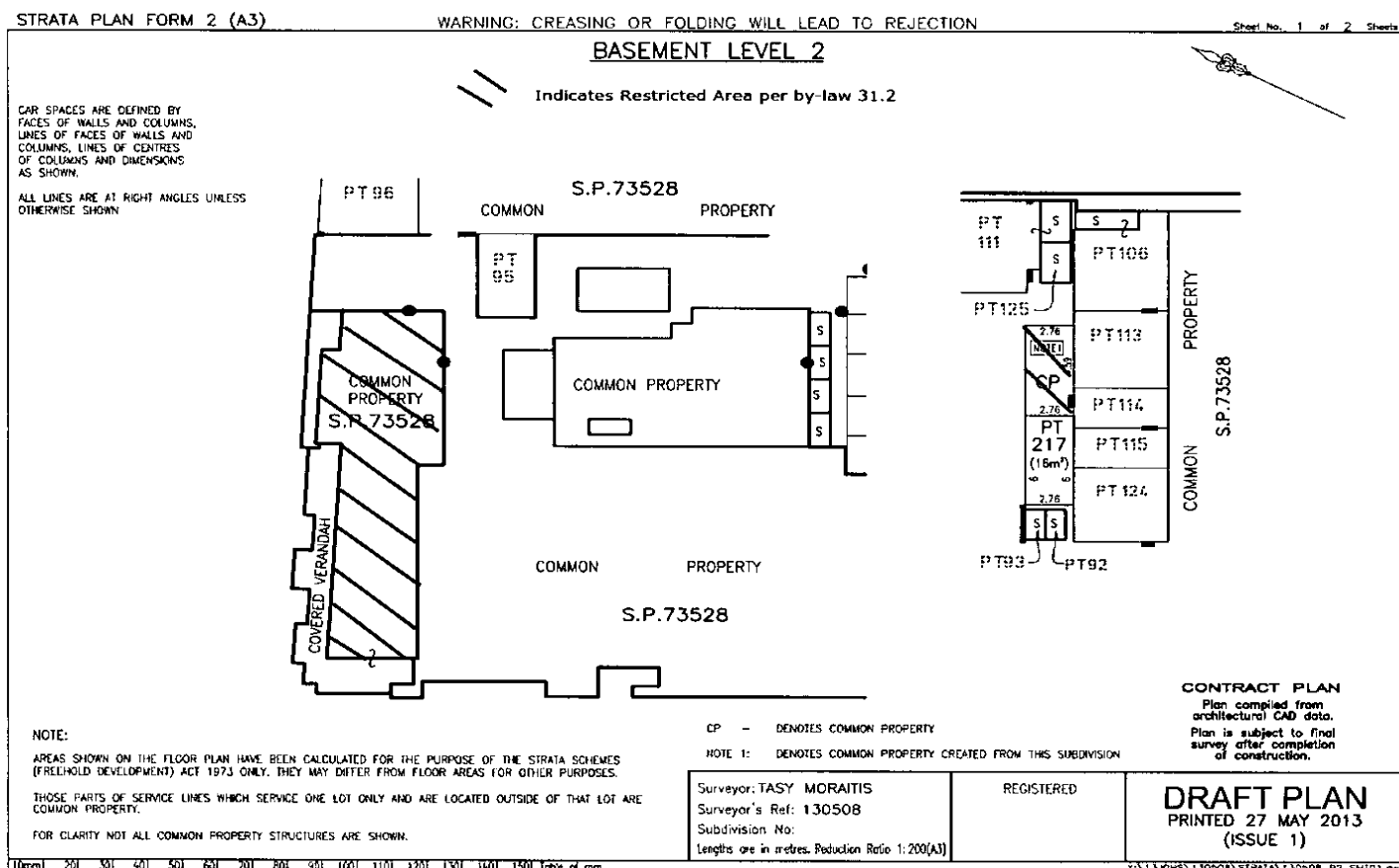
37.5 In consideration for the Owners Corporation granting the restricted use rights over the Restricted Area in favour of the Community Association, the Community Association must pay the Restricted Area Fee to the Owners Corporation.

37.6 The Community Association must pay the Restricted Area Fee within 28 days of receipt of:

- a) written notice from the Owners Corporation setting out the Restricted Area Fee payable together with appropriate evidence as to the calculation of that fee requested by the Community Association, acting reasonably; and
- b) if requested, a valid tax invoice.

37.7 For the purposes of this by-law 37, **Restricted Area Fee** means an amount equal to 0.21% of the total annual amount levied by the Owners Corporation on the Owners within the Strata Scheme.

37.8 The Owners Corporation and the Community Association agree and acknowledge that if legislation permits it at some point in the future, at the Community Association's request and at the cost of the Community Association (including the Owners Corporation's reasonable costs and expenses), the Owners Corporation will do all things within its power to procure the conversion of the Restricted Area to Community Property, for nil consideration payable by the Community Association.



38. - Works lot 217

Part 1 Grant of Right

1. Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Major Works (at the Owner's cost and to remain the Owner's fixture) subject to the terms and conditions contained in this by-law.

Part 2 Incorporation of by-law

2. The provision of Building Works of by-law 25 are adopted for the purposes of this by-law.

Part 3 Additional provisions

3. In addition to the provisions of by-law 25, the following definitions are included for the purposes of this by-law:

a) **Lot** means lot 217.

b) **Major Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of the following:

- (i) drilling of four (4) core holes into floor slab;
- (ii) ancillary works thereto.

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law all at lot owners expense.

39. - 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) "**community association**" means the community association of which the owners corporation is a member,
- (f) "**community management statement**" means the Jacksons Landing community management statement which is registered on folio identifier 1/270215,
- (g) "**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 a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

(h) “**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,

(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. 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.

3.3 Approval of the Community Association

If you wish to carry out minor renovations, you must also apply for and obtain any consent of the community association to the minor renovations necessary under the community management statement prior to commencing the minor renovations.

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 at 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 executive 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.

10. Inconsistency

To avoid doubt:

(a) this by-law will apply to any minor renovations from the date on which this by-law was made and to the extent that this by-law is inconsistent with any other by-law, this by-law will prevail; and

(b) By-Law 25 – Building Works will continue to apply to any works to which that by-law applies that:

(i) were done before the date on which this by-law was made; or

(ii) are done after the date on which this by-law was made but only to the extent that this by-law does not apply to those works.

40. - Renovations lot 152

1. Introduction

This by-law gives the owner of Lot 152 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"data Sheet" means the product data sheets,

"Lot" means lot 152 in the Strata Plan No. 73528,

"Owner" means the owner for the time being of the lot (being the current owner and all successors),

"Plans" means the plans of MAP Architects, a copy of these plans are attached to this by-law,

"Works" means the alterations and additions to the lot and the common property described and shown in the data sheet and plans submitted including:

3. Scope of "Works"

TO INCLUDE ALL WORKS TO BE CARRIED OUT WITH THIS APPLICATION

KITCHEN

- dismantle and remove all existing fixtures and fittings
- disconnecting and removing appliances, sink and tap
- dismantle and remove cupboards and benchtops
- dismantle and remove partition wall surrounding the fridge and terminating services where necessary
- dismantle and remove existing tiles from floor
- make good walls and ceiling linings after removal of fridge and partition walls
- Reconfigure existing and or new plumbing as required utilising existing water drainage ports
- Modify existing and or supply new electrical cabling and GPO's as required
- Redirect gas connection to amended location
- install new fixture and fittings including satin finished polyurethane cupboards, granite bench tops and ends, Blanco sil-granite sink and Hansa Mixer.
- Install new appliances including "silent" Falmac rangehood with carbon filter and recirculating kit and grille cover, SMEG cook top, SMEG inbuilt pyrolitic oven below, Convection / Microwave Oven / SMEG Warming Drawer, SMEG Dishwasher
- install toughened glass splashback

MAIN BATHROOM / LAUNDRY

- Remove vanity and mirror
- Install new vanity base with granite top and mirror wall cabinet
- Install toughened glass splashback over vanity
- Prepare and paint, tiles and ceiling areas in white
- reposition 2 downlights

EN-SUITE (MASTER BATHROOM)

- dismantle and remove all fixtures and fittings
- dismantle and removal of bathtub
- remove all wall and floor tiles
- dismantle and remove shower glass and fittings
- This renovation will utilise all existing drainage points for sinks, bath, toilet and shower
- relocate 2 lights and adjust GPO's to suit new fixtures as indicated on plan
- install new cabinet with granite top and 2 undermount sinks + taps

- install wall mounted mirror cabinet as per plan
- install new frameless shower panels (10mm toughened glass) and mixer tap
- install new or existing bath tub with 2, 20mm granite shelves to one side
- Install waterproofing membrane utilising a certified product and contractor with warranties supplied in ensuite in preparation for tiling
- Install tiles to floor and walls utilising existing floor waste positions

FLOORING / TIMBER SKIRTING / CARPET

- remove carpet, underlay and edging as noted in living / dining room and hallways up to master bedroom.
- install new engineered timber floating floorboards (14.5mm spotted gum - 25 yrs lifetime warranty - throughout this area with Regupol 5mm acoustic underlay (specifications for both products provided)
- install new Timber skirting to perimeter of floor area in accordance with acoustic fixing guidelines.
- install new carpet and underlay to Master Bedroom hallway and 2 Bedrooms

Flooring Acoustic Certification

Blackett Acoustics to conduct post installation testing to include the following scope of works:

- Site visit to conduct a floor impact sound insulation test. The Client is to ensure that full access to the premises is granted and both the source and receiver rooms are sufficiently prepared for testing upon arrival.
- Impact sound insulation tests and calculations would be conducted generally in accordance with ISO140-7:2006 and ISO717-2:2004.
- Provide an acoustic report detailing the measurement results.

INTERNAL PAINTING

- prepare / prime and topcoat wall and ceiling surfaces as required

4. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

- (a) authorises the works,
- (b) confers on the owners special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
- (c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

5. The Conditions

5.1 BEFORE THE WORKS

(a) Planning Approvals

Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the local council under the Environmental Planning and Assessment Act of 1979 and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.

(b) Insurance Certificate

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor / contractors to be engaged on the works which must include evidence of public liability cover of not to exceed less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation.

(c) Costs of this By-Law

Before commencing the works, the owner must pay all costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

5.2 DURING THE WORKS

(d) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(e) Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed under the Home Building Act 1989

(f) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the certificates of currency, data sheets submitted and plans and specification noted on them. In all other respects to the statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict, the Building Code of Australia shall be applied.

(g) Time for completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(h) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by local council or, if the council does not prescribe any work times, between 8:00am - 5:00pm Monday - Friday.

(i) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the work and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(j) Location of the Works

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(k) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with and manner reasonably directed by the owners corporation

(l) Debris

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(m) Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

(n) Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(o) Storage of Building Materials on Common Property

The owner must make sure that no building materials are stored on the common property.

(p) Times for Operation of Noisy Equipment

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and other noisy equipment such as jack hammers or tile cutters by placing a notice in a conspicuous place near the entrance doors to the building.

(q) Vehicles

The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary basis and non recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

(r) Right of Access

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

(s) Cost of the Works

The owner must pay for all costs associated with the works

5.3 AFTER THE WORKS

(a) Completion Notice

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the work has been completed

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

5.4 ENDURING OBLIGATIONS

(a) Maintenance of the Works

The owner must, at the owners own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures of fittings comprised in the works.

(b) Maintenance of Common Property

The owner must, at the owners own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixture or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance with the rest of the building.

(e) Indemnity

The owner will 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 works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(f) Compliance with all laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

6. BREACH OF THIS BY-LAW

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act of 2015 for the purpose of rectifying that breach, and

(iii) recover as a debt from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

(b) 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.

DATA SHEETS

Information on waterproofing, flooring, acoustic underlay to be provided for final approval. All products used to be in accordance with current Australian Standards and local council requirements

Flooring:

- Regupol 5512, 5mm Acoustic Underlay Engineered Acoustic test results
- Preference Select - Brochure with product specifications
- Preference Select - Installation information
- Waterproof membrane coating (TBA)

PLANS

Refer to architectural plans and details provided with this document as follows:

Sheet #	Sheet Name	Current Revision	Issue Date
A-001	COVER SHEET	A	10/01/2019
A-100	PLAN - DEMOLITION	A	10/01/2019
A-101	PLAN - FLOOR FINISHES / RCP	A	10/01/2019
A-200	KITCHEN PLAN	A	10/01/2019
A-201	KITCHEN ELEVATIONS	A	10/01/2019
A-202	EN-SUITE	A	10/01/2019
A-203	BATHROOM VANITY	A	10/01/2019

CONSENT FORM

To: The Secretary
The Owners - Strata Plan No. 73528
C/- Dynamic Property Services
Level 25, 66 Goulburn Street
SYDNEY, NSW 2000

Dear Secretary,

CONSENT TO SPECIAL BY-LAW FOR RENOVATIONS (LOT152)

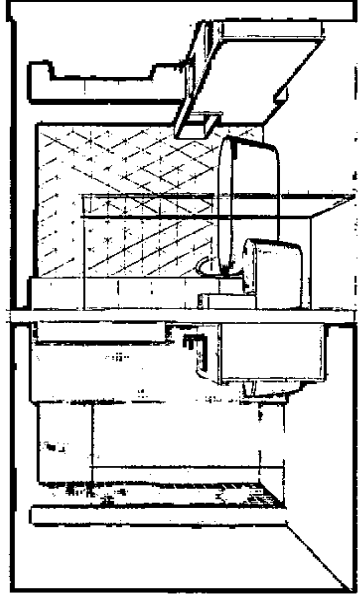
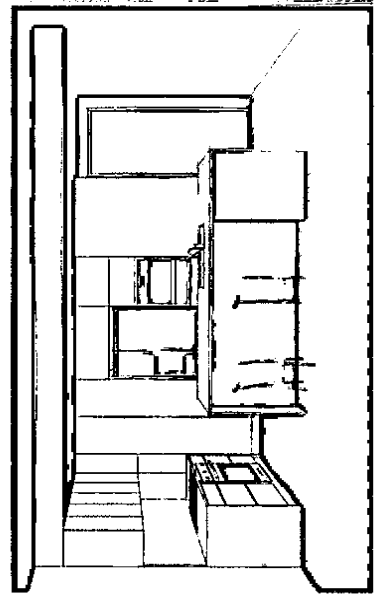
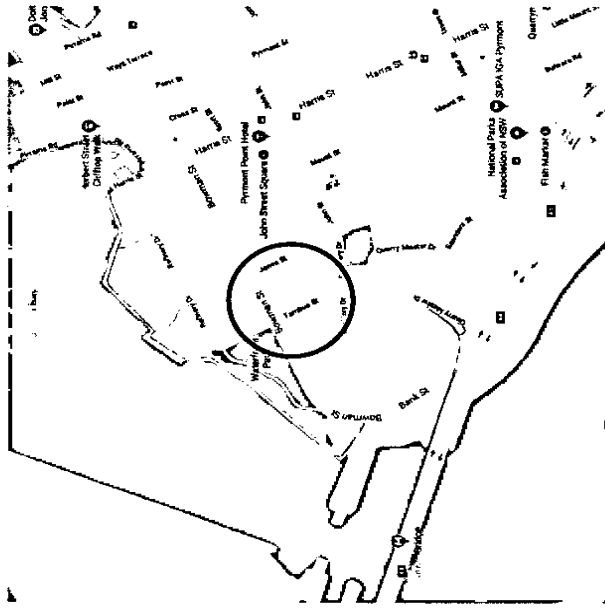
I Janette Alaimo being owner of Lot 152, Strata Plan
73528 hereby consent to the making on By-Law No. 41 - Renovations (Lot 152)
- which by-law grants me the right to carry out alterations and additions to the
lot and the common property and imposes on me the obligation to maintain,
repair, renew and replace those alterations and additions to the lot and the
common property. Such by-law to be adopted by a special resolution by the
owner's corporation to be held on _____

J. Alaimo

Signature (Janette Alaimo)

PROPOSED REFURBISHMENT OF
ALAIMO RESIDENCE

STRATA PLAN 73528 / LOT 152
602 / 8 DISTILLERY DRIVE PRYMONT



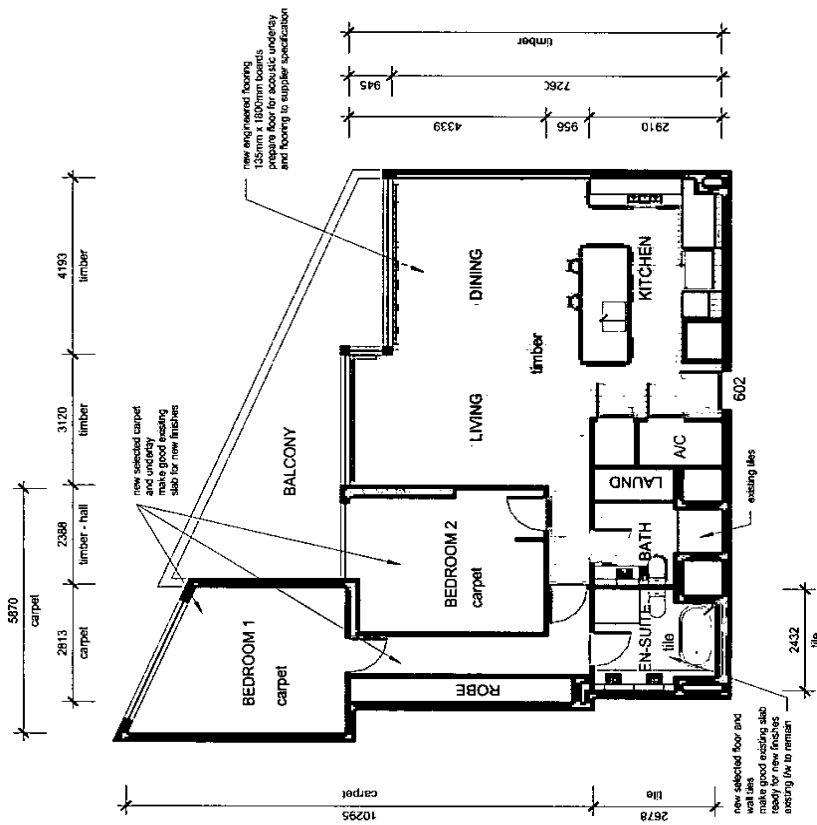
Sheet List			
Sheet Number	Sheet Name	Current Revision	Sheet Issue Date
A-001	COVER SHEET	A	10/01/19
A-100	PLAN - DEMOLITION	A	10/01/19
A-101	PLAN - FLOOR FINISHES / RCP	A	10/01/19
A-200	KITCHEN PLAN	A	10/01/19
A-201	KITCHEN - ELEVATIONS	A	10/01/19
A-202	EN-SUITE	A	10/01/19
A-203	BATHROOM VANITY	A	10/01/19

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map architecture-interiors

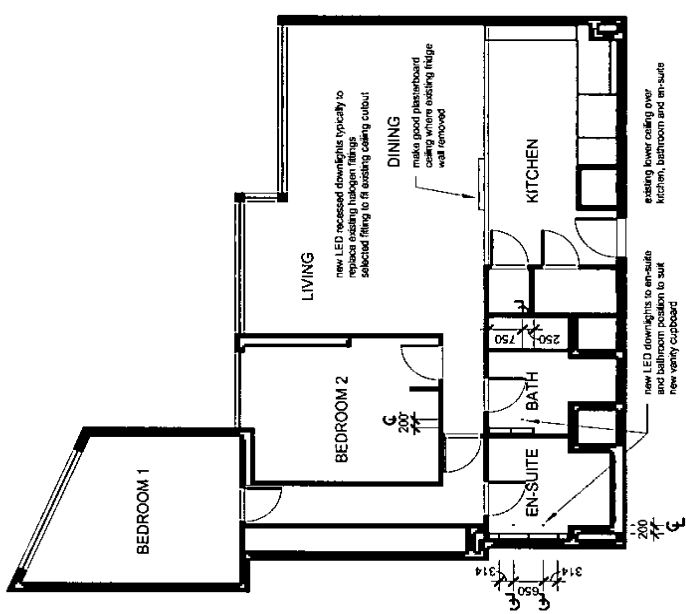
COVER SHEET

A-001



1 PLAN - FLOOR FINISHES
1 : 100

- FINISHES
- carpet selected broadloom carpet and underlay
 - timber Preference Flooring Spotted Gum 18mm engineered board with acoustic underlay
 - tile selected nominal 10mm thick porcelain tile screed floor to existing floor waste ready for new tiles



2 LEVEL 6 - RCP
1 : 100

map architecture
LEVEL 1
255-259 PACIFIC HIGHWAY
NORTH STONEY NSW 2060
M +61 400 984 277
info@maparch.com.au

PROJECT
ALAIMO RESIDENCE REFURBISHMENT
BRUCE AND JAN ALAIMO

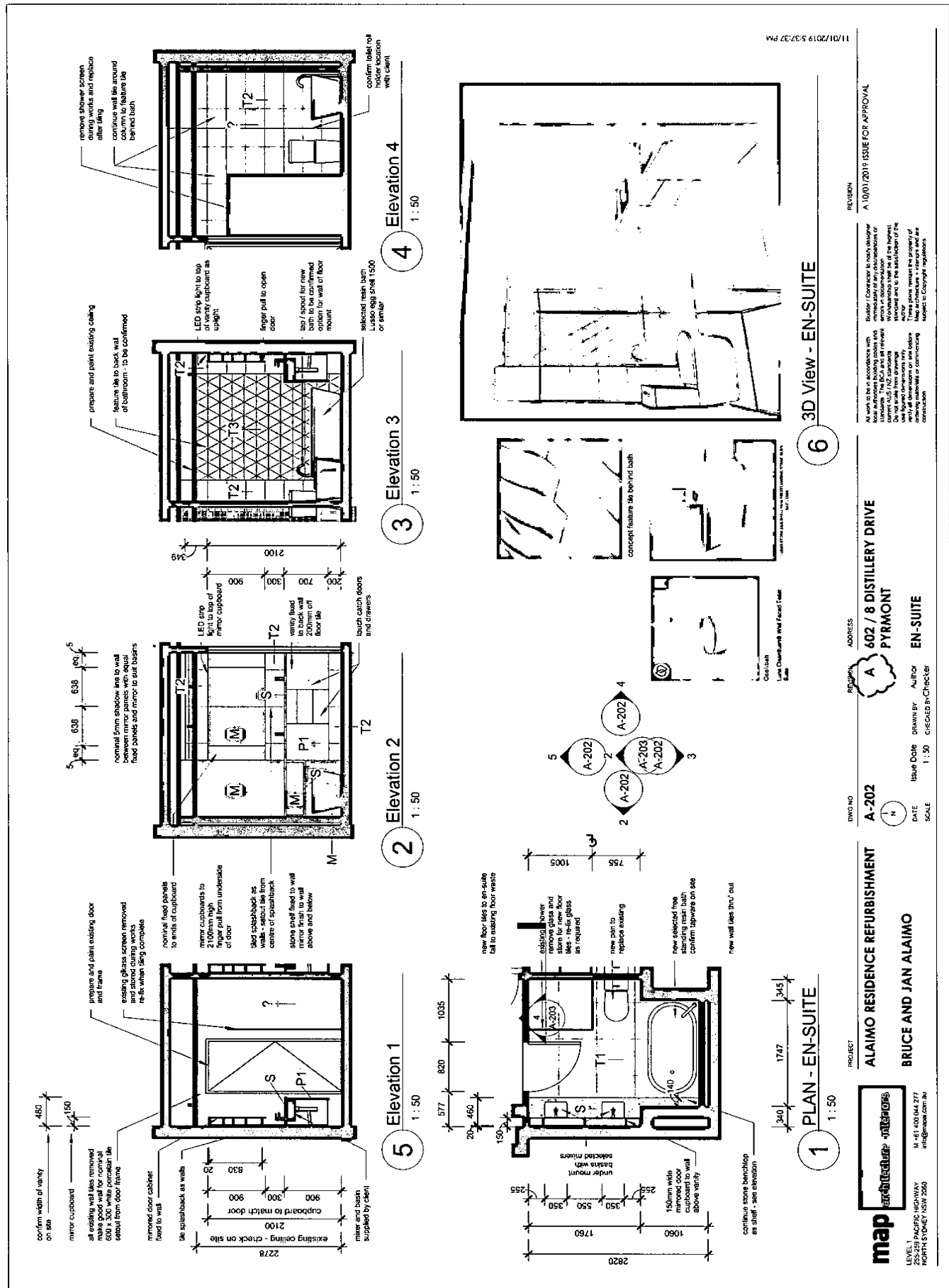
DWG NO **A-101**
DATE
SCALE
Issue Date
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CHECKED BY

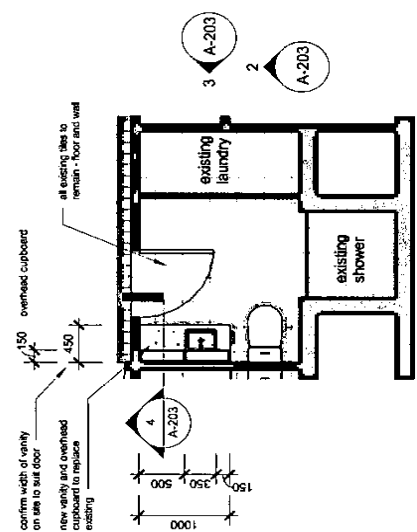
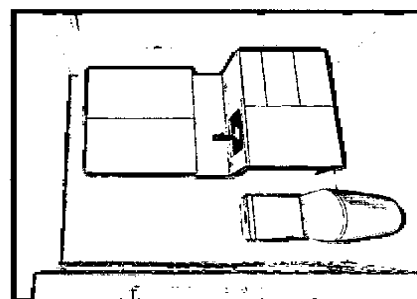
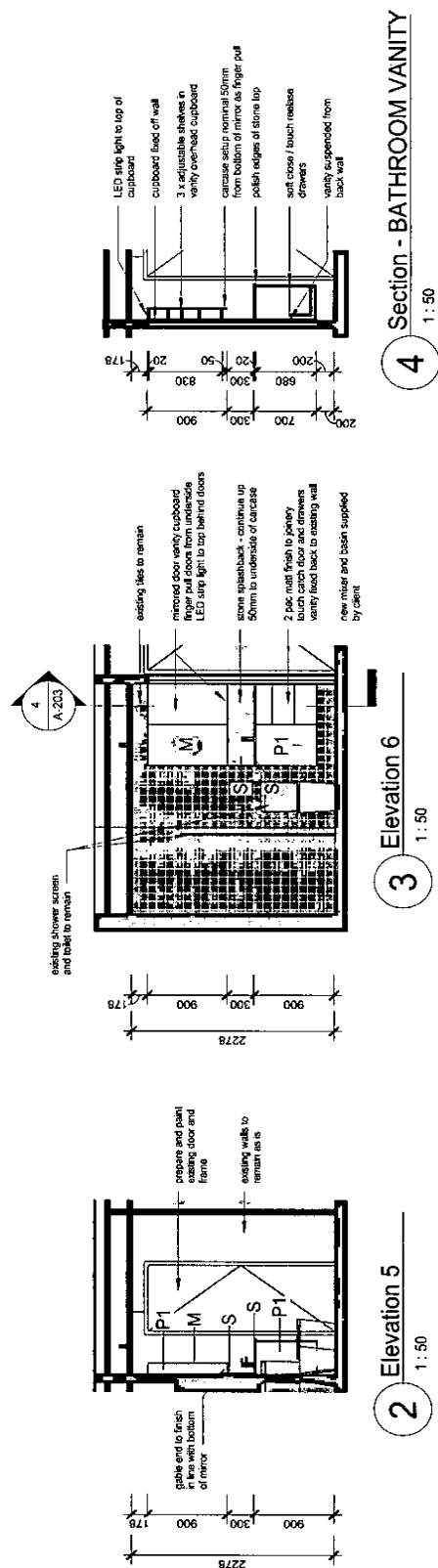
ADDRESS
**A 602 / 8 DISTILLERY DRIVE
PYRMONT**
PLAN - FLOOR FINISHES / RCP

REVISION
A 10/01/2019 ISSUE FOR APPROVAL
Builder: Contractor must adhere to the Building Code of Australia (BCA) and all relevant standards. The BCA and all relevant standards must be followed. Do not scale from drawings. All signed documents only. Map Architecture is not responsible for the quality of the construction. Map Architecture is not responsible for the quality of the construction. Map Architecture is not responsible for the quality of the construction.

11/01/2019 5:37:27 PM







1 PLAN - BATHROOM
1:50

5 3D View - BATHROOM VANITY

map

architecture + interiors

LEVEL 1, RACKS, HOSKWAY

1000 NORTH STONEY, NSW 2060

M: +61 400 044 277

enquiries@mapinteriors.com.au

PROJECT

ALAIMO RESIDENCE REFURBISHMENT

BRUCE AND JAN ALAIMO

DWG NO

A-203

DATE

18/01/20

ISSUE DATE

18/01/20

ADDRESS

A 602 / 8 DISTILLERY DRIVE

PYRMONT

BATHROOM VANITY

REVISION

1

Issue Date

18/01/20

Drawn by

Autumn

Checked by

Autumn

1:50

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Builder's Comments to their designer
 Note architect building codes and
 immediately if any circumstances
 change. The architect is responsible
 for ensuring that the building is
 constructed in accordance with the
 relevant building codes and standards
 and to the satisfaction of the
 relevant authorities.
 Do not scale from drawings
 unless specifically stated otherwise.
 These plans contain the property of
 the architect and are not to be
 reproduced or used for any other
 project without the architect's written
 consent.

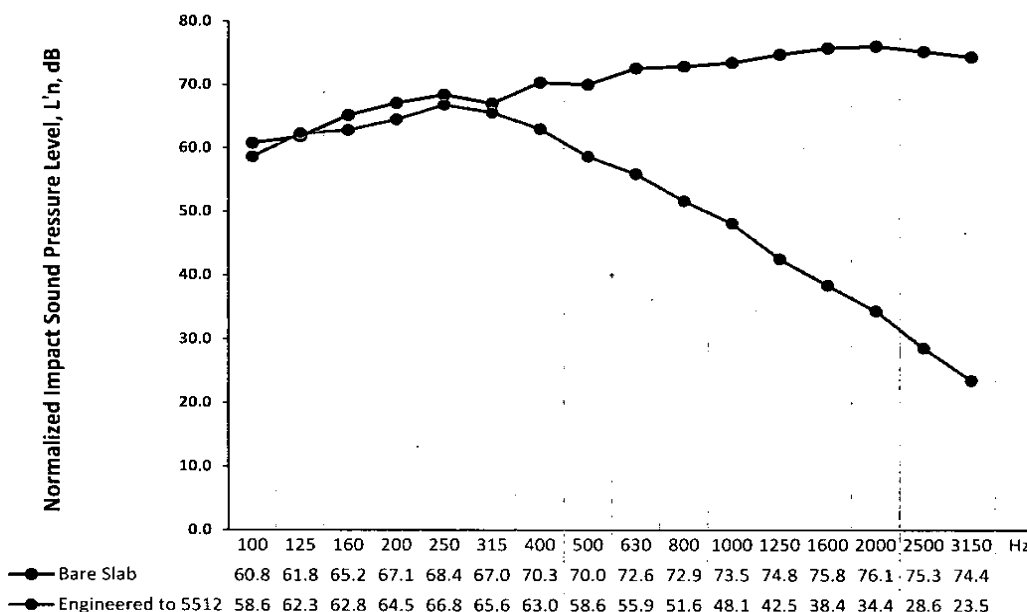
REVISION
 A 100 / 2019 ISSUE FOR APPROVAL

ACOUSTIC TEST



Engineered Timber Normalized Impact Sound Pressure Levels Bare Slab and Regupol® 5512 5mm Acoustic Underlay

Lab Test: CSIRO CLAYTON INR237-01-01
Standard: Tested in accordance with ISO 140-8: 2006 (E), ISO 140-6-2006, AS ISO 717.2-2004, ASTM E989-89
Test Date: 22/9/2017
Construction: Bare 150mm Concrete Slab
 Layer of 14mm Engineered Timber, to Regupol® 5512 5mm, to 150mm Concrete Slab (no ceiling)
** Sample was a non-bonded floating installation. Floor size 3.6m x 3.0m (10.8m²)*



Results	Improvement ΔL_w	IIC	BCA Compliance	AAAC Star
Bare 150mm Concrete Slab				
$L_{n,w} (C_1) = 81 (-12) \text{ dB}$	ΔL_w as defined by AS ISO 717.2:2004 Using reference floor $L_{n,w}$ 78.	IIC 26	Deemed-to-Satisfy Solution	
Layer of 14mm Engineered Timber (floating), to Regupol® 5512 5mm, to 150mm Concrete Slab				
$L_{n,w} (C_1) = 58 (0) \text{ dB}$	Improvement ΔL_w 18dB	IIC 52	Complies with Part F5.3 Impact Sound	2 Star

Disclaimer
 This Acoustic Test is provided "as is" without any representations or guarantees, express or implied. Regupol (Australia) Pty Ltd ("Regupol") makes no representations or guarantees in relation to this Acoustic Test or the information and materials provided herein. The information and data collected herein are based on industry accepted testing methods. It is intended as descriptive of the performance characteristics and capabilities of Regupol® acoustic underlays and does not certify applicability for any particular or specific project. Although we make a reasonable effort to include accurate and up to date information, without prejudice to the generality of this paragraph, Regupol does not guarantee or warrant that the information in this Acoustic Test is complete, true, accurate or non-misleading. This Acoustic Test is provided solely for informational purposes. You should not act upon information without consulting Regupol, a subsidiary or an appropriate professional Acoustical Consultant.



Regupol (Australia) Pty Ltd ABN 97 094 053 399
 155 Smeaton Grange Road, SMEATON GRANGE NSW 2567
 Phone: 02 4624 0050 Fax: 02 4647 4403
 Email: sales@regupol.com.au Website: www.regupol.com.au

Version 01.2017KM
 Printed 5.10.2017

REF: RG111

41. - Renovations (lot 6)

1. Introduction

This by-law gives the owner of lot 6 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"drawings" means the drawings numbered 101, 401 and 500 of Structure Building Design, copies of which are attached to this by-law,

"lot" means lot 6 in Strata Plan No. 73528,

"owner" means the owner for the time being of the lot (being the current owner and all successors),

"scope of works" means the Scope of Works of Structure Building Design, a copy of which is attached to this by-law,

"specifications" means the Standardised Impact Sound Pressure Levels According to ISO-140-7 Field Measurements of Impact Sound Insulation of Floors of Heggies Pty Ltd, the flooring Field Impact Isolation Class of Acoustic Logic Consultancy Pty Ltd, the impact noise measurements report of BGMA Pty Ltd, the Premium Floors Underlay Brochure, the Quick Step Warranty Terms and Conditions for Quick Step Timber and the Durotech waterproofing primer and waterproofing membrane specifications, copies of which are attached to this by-law; and

"works" means the alterations and additions to the lot and the adjacent common property as described and shown in the drawings, scope of works and specifications generally involving renovations to the ground level and street facing terrace door, internal staircase, powder room, kitchen, ground level bedrooms, hallway, main bathroom and ensuite bathroom and including:

Terrace Door

- removing and replacing the existing ground level and street facing terrace door with two anodised aluminium frame glazed sliding panels, one fixed panel and one window.

Internal Staircase

- removing the existing carpet, tiles, balustrade and handrail,
- extending the existing floorboards in the living areas to the internal staircase,
- installing new timber flooring with acoustic underlay,
- installing a laminated glass balustrade with timber handrail, and
- installing joinery underneath the staircase to create an open storage area.

Main Bathroom and Ensuite Bathroom

- removing the existing fixtures, fittings and accessories,
- removing the existing wall and floor tiles,
- waterproofing the wet areas,
- tiling the walls and the floor,

- installing new fixtures, fittings and accessories including under floor heating and heated towel rail with timers in the mirror cabinet.

Other Minor Renovations

- removing and replacing the powder room mirror with a mirrored shaving cabinet,
- removing and replacing the powder room basin,
- removing and replacing the kitchen appliances,
- removing and replacing the carpet in the first level bedrooms and hallway, and
- painting the internal walls, doors and architraves throughout.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

(a) authorises the works,

(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and

(c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1. Before the Works

(a) Planning Approvals

Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the Local Council, under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.

(b) Insurance Certificate

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance evidencing any home building compensation fund insurance for the works that is required under and complies with the *Home Building Act 1989*.

(c) Costs of this By-Law

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2.During the Works

(a) Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

(c) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with drawings, specifications and scope of works and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(e) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday - Friday.

(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) Location of the Works

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(l) Storage of Building Materials on Common Property

The owner must make sure that no building materials are stored on the common property.

(m) Times for Operation of Noisy Equipment

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Vehicles

The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

(o) Right of Access

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

(p) Cost of the Works

The owner must pay all costs associated with the works.

4.3.After the Works

(a) Completion Notice

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4.Enduring Obligations

(a) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Indemnity

The owner will 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 works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(f) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works (for example, the conditions of Local Council's development consent to the works).

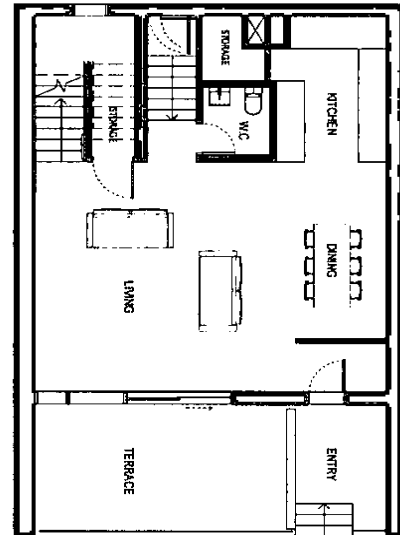
5. Breach of this By-Law

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- (i) rectify that breach,
- (ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and
- (iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

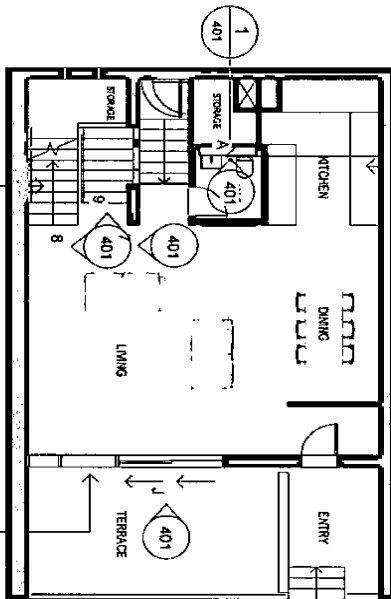
(b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Drawings



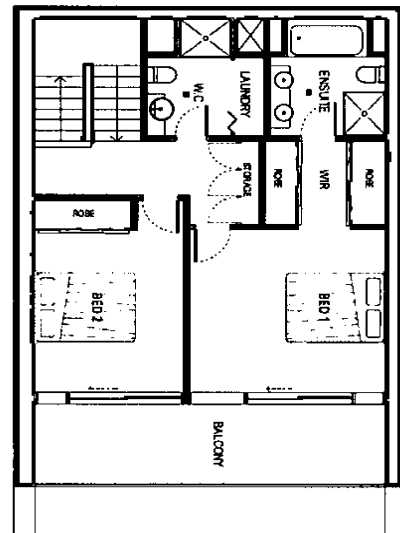
1
GROUND FLOOR - EXISTING
1:100

REPLACE BASIN WITH NEW ADO
 LAMINOR SHAVING CABINET
 REPLACE APPLIANCES WITH NEW CLEANLINE
 GROUT FLOOR TILES



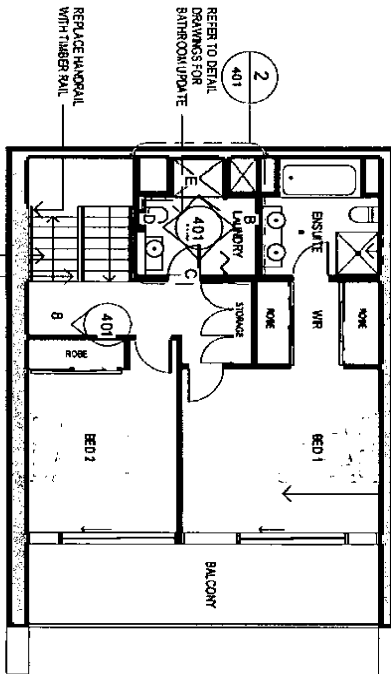
3
GROUND FLOOR - PROPOSED
1:100

EXTEND TIMBER FLOORING ON
 GROUND FLOOR TO STAIR AREA
 REPLACE DOORS WITH NEW TO MATCH
 EXISTING NEW DOORS TO HAVE 2 PANEL
 SLIDING, 1 FIXED PANEL AND WINDOW



2
FIRST FLOOR - EXISTING
1:100

REPLACE WITH FRAMELESS
 SHOWER SCREEN
 REPLACE CARPET IN BEDROOMS
 AND HALL

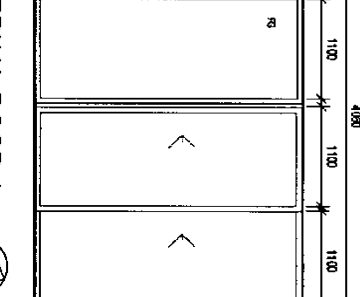
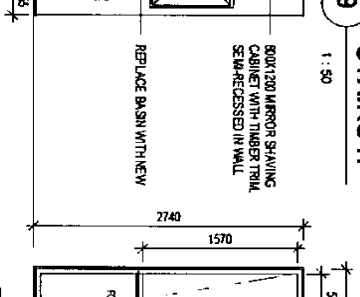
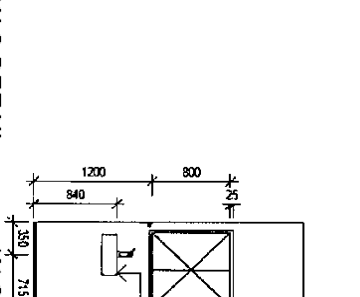
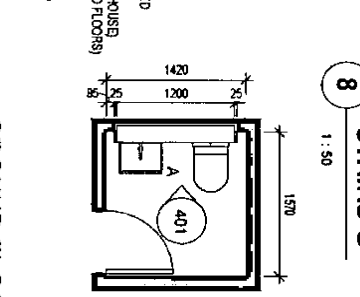
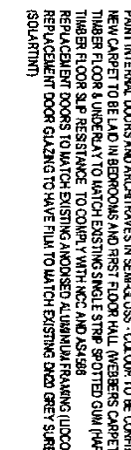
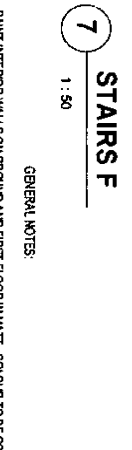
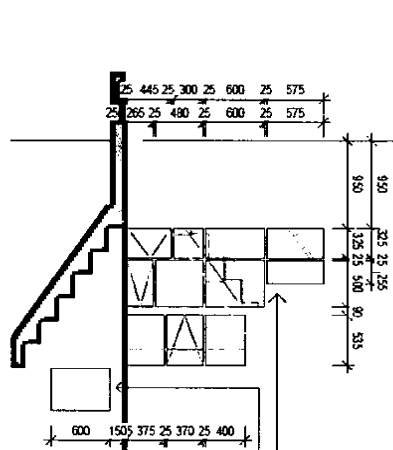
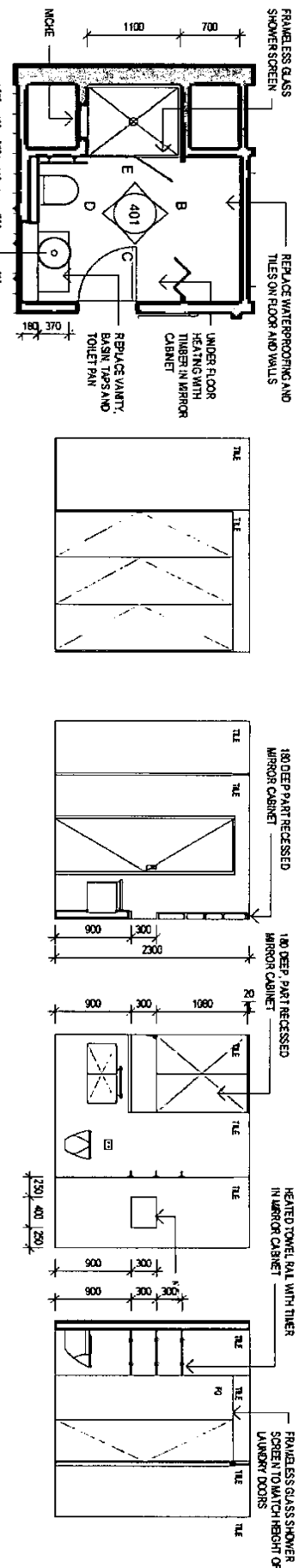


4
FIRST FLOOR - PROPOSED
1:100

EXTEND TIMBER FLOORING ON GROUND
 FLOOR TO STAIR AREA
 REPLACE WITH GLAZED
 BALUSTRADE REFER TO DETAIL
 DRAWINGS FOR STAIRS

	COPYRIGHT FOR ALL ARCHITECTURAL DRAWINGS IS RESERVED BY THE ARCHITECT. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. SCALE DRAWINGS HAVE PRECEDENCE OVER ALL OTHER DRAWINGS. WWW.STRUCTURE.NET.AU EMAIL: INFO@STRUCTURE.NET.AU PHONE: 02 9551 8700		DATE	REV	NOTES	LEGEND	CLIENT: C BESSELL BROWNE & C CLARKE PROJECT ADDRESS: 63 JONES STREET, PYRMONT, NSW 2009	DRAWING FLOOR PLANS SCALE 1:100 DRAWN BY SJ DATE 18/09/2019	PROJECT 19/09 101 REVISION A DD
	DATE	REV	NOTES						





structure
 ARCHITECTURE DESIGN

COMPANY FOR ALL ARCHITECTURAL DRAWINGS AND INTERIORS. WE PROVIDE A FULL SERVICE FROM CONCEPT TO CONSTRUCTION. OUR TEAM OF EXPERTS WILL WORK WITH YOU TO DESIGN AND BUILD YOUR DREAM HOME. WE ARE BASED IN SYDNEY, AUSTRALIA, AND HAVE A REPUTATION FOR HIGH-QUALITY DESIGN AND CONSTRUCTION. WE ARE CURRENTLY OPENING OUR OFFICE IN MELBOURNE, AUSTRALIA. WE WELCOME ANYONE INTERESTED IN OUR SERVICES TO CONTACT US. WE CAN BE REACHED ON 02 9234 1180 OR VIA EMAIL AT INFO@STRUCTURE.NET.AU

DATE: 19/09/2019
 REV: 1
 FOR: STAIRS APPROVAL

CLIENT: C BESSELL BROWNE & C CLARKE
 PROJECT ADDRESS: 60 JONES STREET PYRMONT, NSW 2008

DRAWING: BATHROOM AND STAIR DETAILS
 SCALE: 1:50
 DRAWN BY: SJ
 DATE: 18/09/2019

PROJECT: 19/09 401
 DESIGNER: A
 DD

Scope of Works



SCOPE OF WORKS

Site Address: 6/ 3 Jones Street, Pyrmont

Applicants Name: C Bessell Browne and C Clark

Reference: Alterations to include replacement of balcony door, extending existing floorboards, updating bathroom, replacing kitchen appliances, replacing balustrade on internal stairwell and opening up storage area under internal stairs.

Proposed alterations and additions to Townhouse 6, 3 Jones Street, Pyrmont to include the following:

- Balcony door
 - Existing 2740h x 4057w aluminium frame glazed door to be replaced to allow 2 sliding panels to terrace on ground level facing Jones Street
 - Anodised aluminium frame with 10mm laminated glass to be fabricated using Lidco's profile to match existing doors. Panel and window sizes to remain the same width and height
 - Sureguard DN20 Grey window tint to be replaced to match existing
- Internal stairs
 - Remove existing carpet and tiles
 - Extend existing Single Strip Spotted Gum floorboards installed by Hardwood Floors in living areas to internal stairs
 - Installation to comply with By-Law 5 Floor coverings
 - Installation of QuickStep Single Strip Spotted Gum floorboards by Hardwood floors with Premium QuietStep Combilay underlay exceeds sound transmission levels required by the Building Code of Australia Volume 2 Part 3.8.6 Sound Transmission and City of Sydney Council DCP 2012 Section 4.2.3.11 Acoustic privacy (10) in that the floor area to be covered does not separate a habitable room with another dwelling's habitable room, bathroom, toilet, laundry, kitchen, plant room, stairway, public corridor, hallway or the like
 - Remove balustrade and replace with laminated glass to meet NCC and Australian standard requirements
 - Open storage area under stairs
- Update main bathroom
 - Remove vanity, mirror, toilet, shower screen and tiles
 - Install waterproofing membrane using certified contractor and product with warranties
 - Install tiles, frameless shower screen, shelf, mirrored shaving cabinet, vanity with basin using existing plumbing and waste positions
- Ensuite
 - Replace existing shower screen with frameless

- Powder room
 - Remove mirror and replace with mirrored shaving cabinet
 - Remove basin and replace with new
- Kitchen
 - Replace existing cooktop, oven, dishwasher and microwave with new
- Carpet
 - Recarpet first level bedrooms and hallway
- Paint
 - Paint internal walls, doors and architraves throughout

All new works to be compliant with the current NCC (National Construction Code), Strata conditions and Council requirements.

Only licensed contractors will be used to perform works.

Specifications



Heggles Pty Ltd

A.B.N. 29 001 584 612
 Suite 6, 131 Bulleen Road
 Balwyn North, Victoria 3104

Appendix A

Telephone: (03) 9249 9400
 Facsimile: (03) 9249 9499

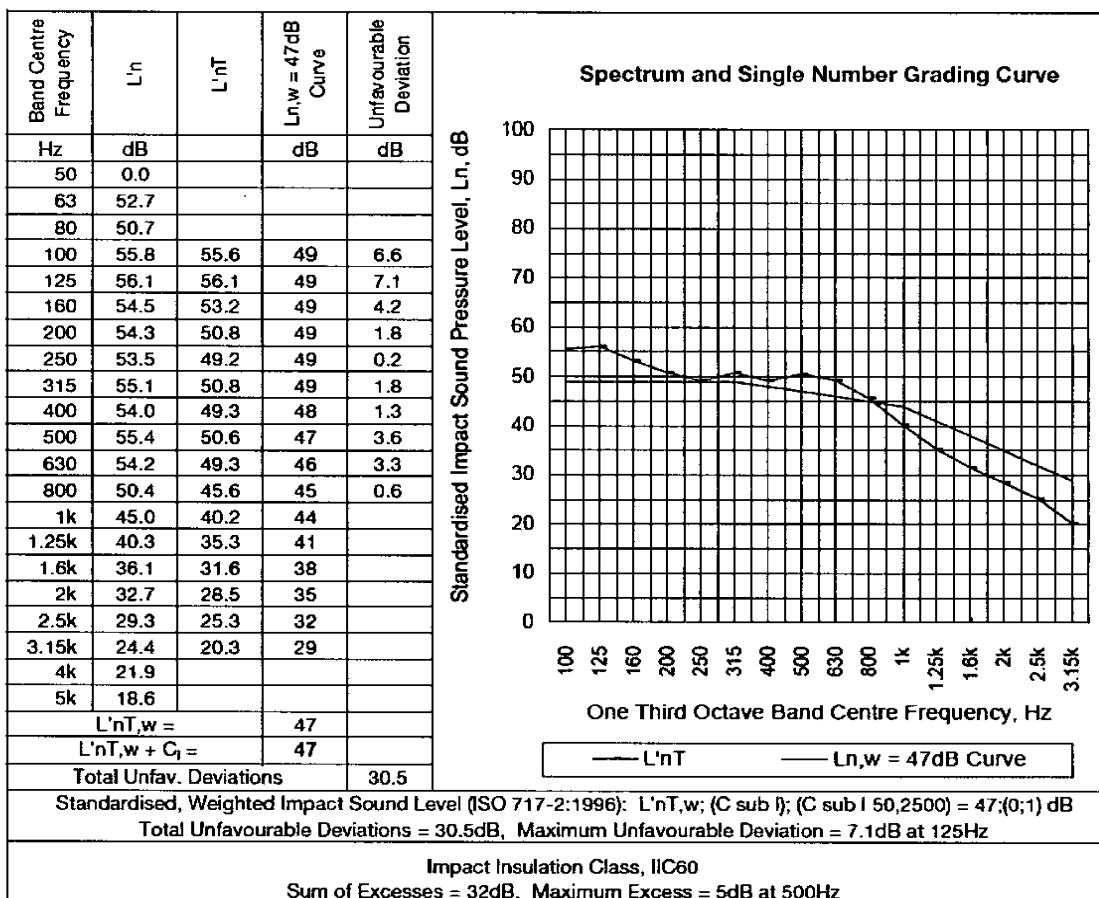
Standardised Impact Sound Pressure Levels According to ISO-140-7 Field Measurements of Impact Sound Insulation of Floors

Project : 150 Kerr Street - The Artist
 Client : LU Simon

File : 40-1963 FILE: 40-1963 LNMIC - SPREADSHEET 20100224.XLS
 Meas. Date: 27/Aug/10
 System Ref.:
 Test Ref.:

Sending Room: Apartment 220 Living Receiving Room: Apartment 120 Living
 Wall/Floor Construction (as advised):

- 1 Premium Floors - Country Plank 14mm thick hardwood timber flooring
- 2 Premium Floors Quiet-step Combilay, 2 mm thick
- 3 150mm thick concrete floor slab
- 4 100mm ceiling cavity with acoustic insulation
- 5 Resiliently suspended 2 x 13mm fire-rated plasterboard
- 6



ACOUSTIC LOGIC CONSULTANCY PTY LTD
NOISE AND VIBRATION CONSULTANTS
ABN 47 064 612 424

Level 3, 6-8 Grove Place Rosebury 2018

Tel: 9697 9077
Fax: 9697 9011

DIRECTORS:
Matthew Palavdis
Victor Fattoreto

TEST RESULTS

Reference: 2000320/2811A/FH

Date: 28 November 2000

FIELD IMPACT ISOLATION CLASS

Test Specimen:

A proprietary timber flooring, being an 14mm thick pre finished timber floating floor, on a single layer of 2mm Quietstep Underlay.

Test Procedure:

The general method employed to conduct the impact noise isolation measurements is consistent with International standard ISO 140-7, "Acoustics- Measurement of sound insulation in buildings and of building elements - Part 7: Field measurements of impact sound insulation of floors."

Mounting:

The floor covering was loosely mounted on a 280mm thick reinforced concrete slab with a hardest ceiling.

Field Impact Isolation Class: FIIC = 60

Signature



ACOUSTIC LOGIC CONSULTANCY PTY LTD
Fu Siong Hie

BGMA Pty Ltd

31 / 12 Meadow Crescent
 Meadowbank 2114 NSW
 Phone/Fax 02 9809 0745
 E-mail: marstonbb@pacific.net.au
 Website: www.bgma.com.au

2 March 2007

Mr Patrick Choi
 Unit 24, 60-66 Village Drive
 Breakfast Point NSW 2137

Dear Sir,

Introduction

Impact noise measurements were carried out for the install wood finish floor in Unit 24 at No.60-66 Village Drive, Breakfast Point, on the afternoon of 2 March 2007. Measurements were carried out in Unit 14, directly below Unit 24. The sound pressure level and the reverberation times were measured in Unit 14, with the ISO compliant tapping machine operating in Unit 24, directly above.

Floor Impact Isolation Criteria

The current Building Code of Australia (BCA) documentation contains a structure borne noise requirement of a minimum Ln+Ci rating of 62 dB between areas of different occupancy. The Ln+Ci rating is an indicative measurement of the sound within the occupancy below.

The IIC (Impact Isolation Class) rating is a measure of the sound reduction capacity of the floor ceiling construction.

Measurements

Measurements were carried out on a main lounge room floor. According to the installer, this consisted of 14 mm thick wood finish over 2 mm polymer isolation layer on concrete slab. The construction below the concrete slab was undefined.

The measured sound pressure levels obtained in the unit below in Unit 24 were adjusted for background noise contribution and reverberation time. The background noise level was 30 dB(A). Across the range of interest, the reverberation times varied from 0.5 seconds to 0.7 seconds. The resulting normalised and background adjusted sound pressure level spectrum is shown below:

1/3 Octave Band Centre Frequencies in Hz						
50	100	200	400	800	1600	3125
63	125	250	500	1000	2000	4000
80	160	315	630	1250	2500	5000
Linear Sound Pressure Levels in dB – 14 mm thick timber on 2mm polymer layer over concrete slab						
45	47	48	48	38	38	31
50	50	47	47	38	37	27
49	48	47	42	39	34	22

Only those values from 100 Hz to 3125Hz (inclusive) are used for the calculation of the Ln+Ci ratings. Only those values from 125 Hz to 4000 Hz (inclusive) are used for the calculation of the IIC ratings.

BGMA Pty Ltd
A member firm of the National Council of Acoustical Consultants

● Page 2

March 2, 2007

Results

The **Ln,Tw** rating for the installed flooring system was **43.4 dB**. The calculated **Ci** value was **-2.1 dB**.

The **Ln+Ci** rating for this floor ceiling construction was **41.2 dB**.

The calculated **IIC** rating for the floor ceiling construction was **66.4 dB**.

Conclusions

The **Ln+Ci** rating of the existing floor ceiling construction is well within the limits set by the current Building Code of Australia.

Regards



Brian Marston – Principal Consultant

BGMA Pty Ltd

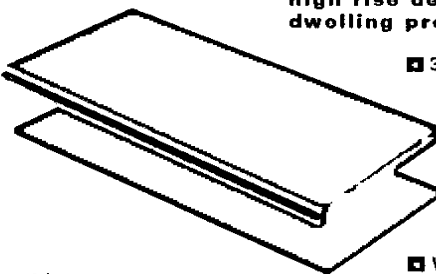
Quiet achiever

The underlay the will make your floating floor 30% quieter to walk on

QuietStep® Combi-Lay is the first timber floating floor underlay in Australia to take reflected foot noise reduction seriously.

Compared to normal underlays, it delivers 30% noise reduction in reflected noise, while performing all the tasks you would expect from a premium underlay.

Even professional contractors are impressed. This is what commercial flooring contractor Phil Cattenazzi has to say about QuietStep®.



"We use and recommend Premium QuietStep® to provide improved impact isolation and greatly reduced reflected foot noise in many applications, from high rise developments to single dwelling projects".

- 30% reduction in reflected foot noise
- $L'_{nw}+C1=45$
- Continuous vapour barrier
- New lay flat Polymers for easy installation
- Super tough tear resistance
- Excellent thickness tolerance
- Light weight, 1m wide rolls
- Will not hold water or mildew
- Australian made
- Compatible with standard trims
- Low cost.

Premium
FLOORS
www.premiumfloors.com.au

To find out more about Premium QuietStep® please contact:
 new south wales 02 9982 3777 victoria 03 9798 0808
 queensland 07 3273 3111 south australia 08 8345 0455
 western australia 08 9240 1966 australia capital territory 02 9982 3777
 tasmania 03 9544 3911 northern territory 08 8345 0455

premium

PREMIUM UNDERLAY RANGE

1. Premium Combi-Lay

Premium Combi-Lay is a good quality, medium density polyolefin underlay for all floating floor applications. It incorporates a continuous clear damp-proof with 100mm overlap and integrated "peel and stick". The inclusion of a continuous damp proof is a requirement under most floating floor installations. With Combi-Lay, the need for additional damp proof layers is almost always avoided*, making installations quicker and more cost effective.

Premium Combi-Lay combines the right balance of compression, slip and damp proof characteristics into one affordable package. The 50 square metre rolls are easy to handle, while the no fuss lay flat polymers make installation simple.

Premium Combi-Lay Benefits

- Easy to handle - 2mm thick x 1m wide.
- Continuous damp proofing in one application*.
- Integrated Peel and Stick Strip.
- Lay flat polymers for easy installation.
- Will not hold water, and will not mildew.
- Compatible with standard trims.
- Low cost.
- L'nw + C1=44. This is a site specific test result and complies with Building Codes of Australia (BCA) multi-story requirements (1st May 2004). Test Report available upon request.



Specification

Thickness supplied	2	mm
Water vapour transmission rate	4.62	g/m ² .24hr
Water absorption	0.07	mg/cm ²
Compr. strength at 25% compression	30	kPa

2. Quiet-Step Combi-Lay

Quiet-Step Combi-Lay is a superior underlay, where reduced reflected foot noise and sound reduction in multi-story buildings are required. It is made of high density polyolefin copolymer resin which effectively reduces the hollow and often "clunky" foot noise associated with floating floors. Quiet-Step Combi-Lay addresses this key negative of floating floor installations, while performing all the tasks of a superior quality underlay including a continuous damp proof*.

Quiet-Step is the first floating floor underlay in Australia to take reflected foot noise seriously. Independent University tests show a 30% or more reduction in reflected foot noise for the user, while the underlay has achieved an excellent L'nw + C1 =45 rating in multi-story applications.

The integrated damp proof removes the need for additional damp proof layers in most instances*, while the products strength and lay flat characteristics make it a pleasure to install.

Quiet-Step Combi-Lay Benefits

- 30% reduction in reflected foot noise compared to normal underlays.
- Easy to handle.
- Continuous damp proofing in one application*.
- Integrated Peel and Stick Strip.
- Lay flat polymers for easy installation.
- Super tough tear resistance to tools and boots.
- Will not hold water, and will not mildew.
- Compatible with standard trims.
- L'nw + C1=45. This is a site specific test result and complies with BCA multi-story requirements. Test Report available upon request.

Specification

Reflected Foot Noise	Reduction	30	%
Field Impact Isolation Class	ISO 717/2	64	
Thickness supplied:	ISO 1923	2	mm
Water vapour trans. rate:	ASTM E96	1.7	g/m ² .24hr
Water absorption 28 days:	JIS 6767	0.03	mg/cm ²
Compr. creep (Thickness loss),	8 hrs	0.1	%
23 C, at 20 kPa load	408hrs	0.6	%
	10,000hrs	2.0	%
Compr. strength (25% Comp)	ISO 844	70	kPa

*Both Premium and Quiet-Step Combi-Lay are available without the damp proof for those applications where 200um plastic is to be used or where a damp proof is not deemed necessary. Always seek manufacturer's guidelines. Premium Floors recommends continuous damp proof for all floating floor installations over concrete and wood floors directly above ground. Continuous damp proofing requires taping of roll end joints. Heated floors and knowingly or logically wet floors require separate 200um plastic barrier with 300mm overlap and turn up at walls.

When considering the noise associated with flooring systems we should consider both

- a) the Reflected noise, and**
- b) the multi storey noise.**

Reflected noise is that noise experience by the person walking on the flooring system. The amount and type of this noise depends on the type of surface and underlay used.

When used under wood and laminate flooring systems, Quiet-Step actively reduces the amount of foot fall noise by about 30% this results in a quieter, more solid sounding floor for the end user.

There is no standardised test requirement for this type of noise, however, a simple "tap" test will demonstrate the clear difference between Quiet-Step and other acoustic underlays.

Multi Storey noise testing generally involves the site testing of a flooring system in situ.

It involves a measurement of noise transfer from an upper floor, to a lower floor (receiving room).

A standardised "tapping" machine is installed in the upper room, and sensitive listening equipment is used in the receiving room to measure the effective noise reduction.

As you would expect, each site will perform differently, in relation to concrete density and thickness, ceiling treatments, and other structural considerations.

As such, the results provided are a measure of the structural characteristics of the building, as much as a measure of flooring and underlay performance.

Building Code of Aust 2004 (BCA) established some standardised requirements for multi storey noise. These BCA guidelines were established after much consultation, and offer the only authoritative guideline for such noise in Australia.

The BCA states that multi- storey noise should not exceed $L_{nw}+C1$ of 62. As such the result of 45 easily complies with this requirement, whilst providing very low reflected noise.

Unfortunately, the standard Strata Title Act only states that "peaceful enjoyment" of adjoining lots must be provided.

Such an arbitrary and vague guideline has led many Body Corporates to register special guidelines for their own building. Please refer to these guidelines carefully when enacted.

It is quite clear that floating floor systems work very well because of the inherent isolation afforded by this method of installation.

It is also clear that other factors like, use of rugs and runners, soft sole shoes, and the type of use of an upper floor space will also have a profound effect on the amount of noise received downstairs.

Conclusion:

Quiet-Step provides the best possible combination of reflected and Multi-Storey noise, even when compared to underlays more than 3 times the price.

Quiet-Step combi-lay is designed for use with ReadyFlor, Quick-Step and other floating floor products.

It provides a continuous damp proof, along with ideal slip and compression characteristics.

For further information contact
Kendall Waller on kendall@premiumcork.com.au

Warranty Terms & Conditions for: Quick•Step® Timber



Timber

Lifetime Structural Warranty



Quick-Step Timber is sold with a Lifetime Structural Warranty that covers warping or twisting of any board for the life of the floor, in accordance with the conditions listed below and as a result of product manufacturing faults or defects. Warping and twisting refers to a board independently distorting when compared to adjacent boards. These terms do not refer to cupping or doming. Cupping and doming, refers to the reasonably uniform convexing or concaving shape across the width of the surface of boards installed. Cupping and doming, whilst extremely uncommon, are caused by factors relating to installation or the installation environment. As they are outside the control of the manufacturer, they are specifically excluded from this warranty.

It is also important to note that Quick-Step Timber flooring should be installed and maintained in accordance with our installation instructions (also inside each pack) and care & maintenance guidelines (also available from your retailer or online). Boards that are visibly faulty or deemed visually or structurally inappropriate prior to installation should not be installed and are therefore also not covered by this or, to the extent allowed by law, any other warranty.

25 Year Wear Warranty



Quick-Step Timber is sold with a 25 Year Residential Wear Warranty covering wear through of the coated surface (to bare timber) in accordance with the conditions listed below. Of course, all care and maintenance guidelines should be followed at all times (a copy of our care & maintenance guidelines is readily available from your Quick-Step Timber Retailer). A minimum of 5% of the floor area must have worn through to bare timber to evoke this warranty.

Who is covered?

All warranty periods commence from the date of purchase. This warranty is offered to the original purchaser and is not transferable unless, in the case that a builder or developer purchases the flooring. In this case, the owner of the property 12 months after purchase of the flooring will be entitled to full cover under this warranty.

What is not covered?

- Wear that may be associated with water or liquid damage from any source (moisture ingress from any source into the board). Scratches, stains or indentations of any type are also not covered by this warranty.
- Wear or structural deformation that may be associated with improper installation or improper maintenance procedures. Installation instructions are supplied in every pack of Quick-Step Timber.
- The instance of surface checking (fine surface splits), gloss variation between boards, colour variation between boards or natural features including gum veins, knots, insect trails etc. are considered a natural part of timber flooring and are therefore excluded from this warranty.
- Damage, intentional or accidental, caused by abuse, misuse, stiletto heels, dragged objects, heavy furniture, sand, stones, castor wheels, dropped items etc.
- Labour charges associated with any rectification work. In some cases, and only when a floor has been professionally installed by the retailer or place of purchase, reasonable labour costs may be considered, at the sole discretion of Premium Floors Australia or Floorscape Limited in New Zealand.
- Any costs associated with any rectification work required other than the supply of new flooring and scotia beading if necessary. Re-painting, removal of fixtures or furniture, accommodation and any other costs are specifically excluded from this warranty.

How to make a Warranty Claim and What is Covered?

To evoke a claim under this warranty, communication with the retailer that the flooring was purchased from must be made. Proof of purchase will be required when contact with the retailer is made. The retailer will then contact Premium Floors or Floorscape to arrange an inspection of the flooring installed, shortly after which a determination will be made regarding the warranty claim. Only if the retailer is no longer trading, direct contact with Premium Floors Australia or Floorscape Limited in New Zealand should be established by the consumer.

Only an authorised representative of Premium Floors Australia or Floorscape Limited in New Zealand can authorise a warranty claim. In the event that a claim is authorised, a remedy will be issued in writing by Premium Floors or Floorscape. Remedies will be tailored to suit individual circumstances. Remedies can vary depending on the condition of the floor and warrantable area from full floor replacement to the repair of individual boards. The remedy on each claim will be at the sole discretion of Premium Floors Australia or Floorscape Limited in New Zealand. Should board replacement be necessary, new boards from the current batch will be supplied to replace or repair boards. This warranty is in addition to, and has no impact on, statutory rights of any purchaser. Claims must be lodged by contacting the retailer from where the flooring was purchased within 15 days of the problem being noticed.

New Zealand Consumer Guarantees Act

The warranties listed in this document are in addition to any rights you have under the Consumer Guarantees Act 1993. Nothing contained in these warranties exclude, restrict, modify or affect the application of and condition, guarantee, right or remedy provided by New Zealand Consumer Laws.

Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.

Acceptable Quality

Quick-Step Timber flooring is fit for use in internal environments / installations and should not be used externally. Quick-Step Timber floors should be installed in a "timber flooring friendly environment" in which the area is occupied, protected from direct heat and sunlight and where heating and cooling systems are in place and used to control the internal temperatures and humidity. Quick-Step Timber flooring should not be installed in wet areas including bathrooms, toilets, areas or rooms where a floor waste (water drain) is present or required. Residential kitchens are not considered as wet areas. Obviously, Quick-Step Timber flooring should be installed as per the installation instructions (which can be found online and inside each carton) and maintained in accordance with the care & maintenance guidelines (available online or from your Quick-Step Timber retailer).

Major Failure

As Quick-Step Timber is a natural product, small splits in the surface of the floor can occur. This is known as surface checking and should be considered normal. In addition, small surface blemishes in the coating or gaps that appear between boards as a result of seasonal or environmental changes can also be expected. The coating used to pre-finish Quick-Step Timber is not scratch or chip "proof" and reasonable care should be taken to avoid scratching and chips from occurring. In addition, some gloss variation between boards installed may occur. Note that gloss variation, surface checking, scratches, chips, gaps or small blemishes are NOT considered as major failure. They are considered part of purchasing a natural timber floor. These definitions are not intended to reduce or diminish the statutory rights of any purchaser.

As the warranties for Quick-Step Timber Flooring deal only with the manufactured goods, installation warranties should be sought from the installation company or individual completing the installation.

Further Information

Further information on any aspect of this Warranty can be obtained from;

In Australia

Premium Floors Australia P/L
81-87 South Park Drive
Dandenong South, Victoria 3175
Phone (03) 9797 0808
Email: vicsales@premiumfloors.com.au

In New Zealand

Floorscape Ltd
221A Bush Road
Albany, 0632 Auckland
Phone (09) 476 0428
Email: info@floorscape.co.nz

Version: WBE0517



DUROTECH



DUROMIX™ HIBUILD WBE

WATER BASED TWO PACK EPOXY

DUROMIX™ Hibuild WBE is a two component water based epoxy coating used to prime, seal and coat concrete or masonry surfaces. It cures to a tough chemical and water resistant coating having excellent adhesion to sound concrete.



PRINCIPLE CHARACTERISTICS

- Water based
- Ultra low VOC
- Environmentally friendly
- Excellent water resistance
- Excellent oil resistance.
- Excellent adhesion to fresh concrete
- Applicable to damp surfaces
- Resists hydrostatic pressure when cured
- Requires a UV resistant top coat when in direct sunlight e.g. Duropond



USE AREA

- Fish ponds
- Retaining walls
- Reverse Tanking
- Primer for acrylic & polyurethane membranes
- Dust sealing concrete floors
- Waterproofing concrete slabs prior to vinyl and timber overlays
- Concrete curing membrane
- Moisture barrier on damp walls/floors



PACKAGING

- 20 Litre
- 4 Litre

TECHNICAL INFORMATION

Colour (Mixed)	Grey, matt finish
Pot Life	1.5 hours at 20°C
Mix Ratio	1:1 by volume
Dry Time	4 - 5 hours at 20°C, 50% RH
Recoat time	5 hours at 20°C, 50% RH
Full cure	5 days at 20°C, 50% RH
Coverage	Min 2 coats, each at 0.3 Litres/m ²
	[3m ² /Litre]
Wet film per coat	0.3mm thick
VOC	< 1 gram/litre
Shelf Life	12 months in unopened containers stored above 5°C and below 20°C

Version: WBE0517

TESTING STANDARDS

- Conforms to ASTM E96 for water vapour transmission
- Resistant hydrostatic head of water pressure up to 25 metres (or 250 kPa)

SUBSTRATES

Bricks, concrete, Pre cast concrete, Bricks, Masonry, Cement sheet, Masonry

CLEANUP

- Wash all equipment in water and or detergent immediately on completion.
- Duromix™ Hibuild will cure under water. Therefore do not leave items soaking.

SURFACE PREPARATION

All surfaces must be structurally sound and all previous coatings, adhesives, efflorescence or laitance should be removed by chipping, abrasive blast cleaning, high pressure water washing, mechanical scrubbing or other suitable means. All surfaces must be cleaned free from dirt, grease oil or other surface contaminants. Holes, non-structural cracks and other surface deformities should be repaired.

APPLICATION

Porous concrete will require 3 coats of Duromix™ Hibuild WBE. The first acting as a primer, should be diluted 10% with water to allow penetration into the pores of the concrete. Then apply 2 full coats. Mixing should be by means of a mechanical forced action mixer with a high shear stirrer. Premix each individual component then join the two components, by equal volume, mixing thoroughly for a minimum of 5 minutes until a blended coating is obtained. Avoid trapping air during mixing as this may cause pin holing. Only mix as much as may be used within the pot life of the product. Duromix™ Hibuild WBE is a minimum two-coat system. Apply with a brush or roller, and ensure to work the material into the substrate surface to fill voids and eliminate pin holing. Successive coats should be applied at right angles to the previous coat. It is recommended that the coating depth be tested at random points with a wet film gauge.

PRECAUTIONS

Refer to Durotech MSDS prior to use. Duromix™ Hibuild WBE cure rates will be dramatically reduced if the relative humidity is above 85%. Do not apply to steel or metal surfaces. Do not add cementitious products to Duromix™ Hibuild WBE. Duromix™ Hibuild WBE is not a waterproof membrane on its own. A dedicated water-proofing membrane should be used. In enclosed areas, such as water tanks or reservoirs, basements, or cubicles, ventilation should be provided to enable adequate evaporation of the coating. Allow to cure for a minimum of 24 hours at 25°C/50% RH before applying waterproof membranes, adhesives, mortars, decorative coatings or other surface treatments. Duromix™ Hibuild will tend to chalk when exposed to UV light. For external use apply a UV resistant top coat. Discard any material that has exceeded the pot life or working time of the product. Do not apply over any substrates that have been previously treated or coated with curing compounds, PVA concrete bonding agents or acrylic coatings. These areas must be mechanically cleaned by grinding or shot blasting to produce a contamination free surface.

COLD SUBSTRATES AND COOL CLIMATIC CONDITIONS

Cure speed will be dramatically reduced if substrate surface or ambient temperature is below +10°C. If Duromix™ Hibuild WBE is applied in cooler climatic conditions, substrate temperatures can produce amine blush, resulting in an oily residue and or areas of uncured tacky discolorations. It should be allowed to cure, then washed with clean, fresh water, Methylated Spirits or Xylene depending on the severity. Ensure removal of the contamination prior to application of any further coating to ensure no de-lamination. Follow mixing instructions and allow an extra minute to ensure a homogeneous paste is obtained. Allow to stand for 5 minutes after mixing as this will accelerate the drying time. Never apply thin coats as the rapid moisture loss will arrest or slow the drying reaction. Thin coats can also cause an amine blush. Store Duromix™ Hibuild WBE in a 20°C environment 24 hours prior to use. If possible warm the substrate surface area by an air blower or use a blower after application. Always provide adequate ventilation during the curing cycle.



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sales@durotechindustries.com.au

www.durotechindustries.com.au

The information provided in this data sheet is correct at the time of printing (which is subject to change at any time) and is intended to give a simple description of the product and its capabilities. In practice, the substrate, intended surface to be treated and environmental conditions vary widely, making it essential for the user to determine the product's suitability for a particular application and to ensure that the product is not used beyond its physical limitations. If in doubt, contact the manufacturer. The product will perform as described herein provided it is applied in accordance with the manufacturer's instructions as stated in this data sheet and provided that the building and application is structurally sound and the application is carried out competently. Durotech terms and conditions of sale apply.

Version: P150517

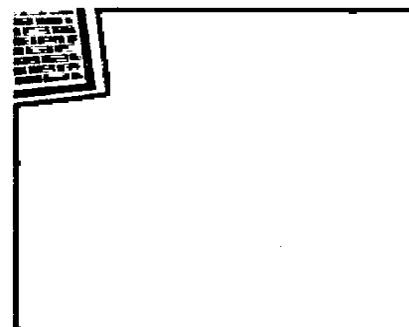


DURO MASTIC™ P15

MODIFIED URETHANE MEMBRANE FOR UNDER TILE WATERPROOFING

AS4858:2004 & AS3740:2004 compliant - CLASS III

DURO MASTIC™ P15 is a modified urethane membrane. It has been formulated to create a tenacious bond to most surfaces. **DURO MASTIC™ P15** forms a tough, flexible waterproof membrane with a high film strength and exceptional elongation and elasticity, that will expand and contract under normal substrate movement. It is supplied as a thixotropic liquid, which is easily applied to both vertical and horizontal surfaces. The formulation is fully optimised to ensure quick tack-free time, fast cure, high solids and excellent resistance to swelling. It fully complies with the test requirements of AS:4858:2004 and AS:3740:2004 "Waterproofing of Wet Areas within residential buildings"



PRINCIPLE CHARACTERISTICS

- Single component
- Water based
- Excellent water resistance
- High Solids
- Ease of application – brush / roller
- Tenacious bond
- Suitable for most substrates
- High tensile film strength & elongation
- Does not bleed or leach
- Extremely low VOC



USE AREA

- Internal Wet Areas and Shower Recesses
- External Balconies and Decks
- Roofs - topcoat with DURO MASTIC™ AC (UV coating) or AC Non Slip or SR.



PACKAGING

- 15 Litre
- 4 Litre

TECHNICAL INFORMATION

Colour	Grey or Green
Weather Resistance	Good
Dry Time	2-4 hours @ 25°C
Recoat Time	4-6 hours @ 25°C
Floor Coverage	Min. 2 coats, each @ 1.0 litre/m² [0.5m²/litre]
Wall Coverage	Min. 2 coats, each @ 0.5 litre/m² [0.25m²/litre]
Wet Film Thickness	1.0 mm per coat for floor
Dry Film Thickness	1.2 mm total (Class III)
Elongation	+800% @ 25°C
VOC	9 grams/litre
Solids Content	61% by volume
Shelf Life	12 months in unopened containers @ 20°C

Version: P150517

SURFACE PREPARATION

Ensure wall and floor lining sheets are firmly fixed to manufacturer's directions. Surfaces must be free of dirt, dust, loose particles, oil, contaminants and curing compounds etc.. Concrete must be a minimum strength of 20MPa and have cured a minimum of 28 days. Surfaces must be dry. Fill all screw holes, cracks and voids with neutral-cure silicone sealant. Install leak control flanges to all pipe penetrations.

PRIMING

Prime fibre cement board, sound concrete and block work with DUROTECH ARW internally. For external applications prime with Durotech AR Sealer applied at approx. 6m²/litre. For surfaces that are difficult to adhere to, damp or subject to rising damp, seal with DUROMX™ Hibuild WBE. Allow primer to dry prior to membrane application. Apply a plumbing PVC primer to all PVC fittings.

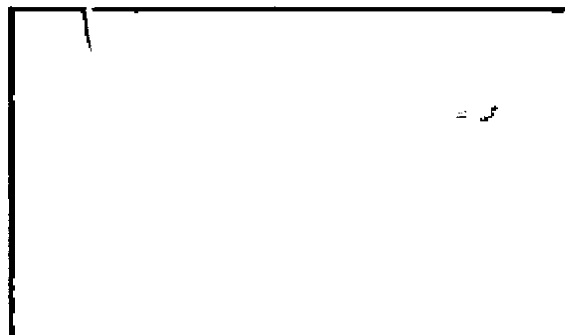
DETAILING

Apply a 12mm fillet of neutral cure silicone sealant between all horizontal and vertical junctions such as floor to wall, wall to wall, all hob junctions and any joints in the substrate. Apply neutral cure silicone around penetrations and outlets. Where angles are installed, such as across bathroom doorways or under shower screens (hobless showers), the angle must be firmly adhered. Joints, corners & other details shall be reinforced with polyester bandage which must be fully wetted out without wrinkles or bubbles. Alternatively, Duro Flashing Tape may be used.

APPLICATION

To the primed surfaces, apply DURO MASTIC™ P15 by brush or roller in at least two or more coats to achieve a minimum dry film thickness of 1.2mm on floors and 0.6mm for walls.

Turn membrane up to walls, penetrations and down into drainage outlets. When dry, check for pinholes and recoat if necessary. If the membrane becomes dirty or damaged between coats, clean with water and recoat. All sheet flooring must be fixed according to the manufacturer's directions before the membrane is applied. Do not apply above 30°C or below 10°C ambient. In high humidity & coolness, drying will be slowed, therefore increase air flow. Avoid applying coats too thickly in hot windy conditions.



FLOOD TEST & TILING

A flood test may be carried out after 72 hours of drying at 25°C and 50% R.H.. Apply water to a depth of 25mm for approximately 2 hours. DURO MASTIC™ P15 may be tiled over after 3-4 days at 25°C & 50% R.H., using a quality cement based tile adhesive installed as per AS 3958.1.

CLEANING

DURO MASTIC™ P15 may be washed from equipment with water when still wet.

PRECAUTIONS

Refer Durotech MSDS prior to use.



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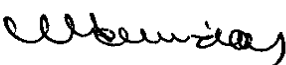
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The seal of The Owners – Strata Plan No. 73528
was affixed on 22 April 2020
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015 to attest
the affixing of the seal.

Signature: 

Name: Matilda Halliday
Authority: Licensed Strata Managing Agent
Dynamic Property Services P/L



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your reference:	VON KOLPAKOW
Address of property:	45 Bowman Street , PYRMONT NSW 2009
Owner:	THE OWNERS - STRATA PLAN NO 73528
Description of land:	Lot 54 DP 270215, Lots 1-29 SP 73528, Lots 31-125 SP 73528, Lots 217 SP 88703, Lots 127-215 SP 73528
Certificate No.:	2021337725
Certificate Date:	6/10/21
Receipt No:	0183209
Fee:	\$53.00
Paid:	6/10/21

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005 (commenced 28.09.2005) – This DCP applies to all development proposals within the Foreshores and Waterways Area identified in SREP (Sydney Harbour Catchment) 2005 (refer to the Foreshores and Waterways Area map)

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

**State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes)
(Gazetted 31.05.02)**

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a

requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and

- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO

▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	YES
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO
▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls

Property is within the flood planning area	NO
Property is outside the flood planning area	YES
Property is within a buffer zone	NO

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls

Property is between the flood planning area and probable maximum flood.	NO
Property is outside the flood planning area and probable maximum flood	YES
Property is within a buffer zone	NO

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

<ul style="list-style-type: none"> Central Sydney Development Contributions Plan 2013 – in operation 9th July 2013 	NO
<ul style="list-style-type: none"> City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016 	YES
<ul style="list-style-type: none"> Redfern Waterloo Authority Contributions Plan 2006 – in operation 16th May 2007 Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007 	NO

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

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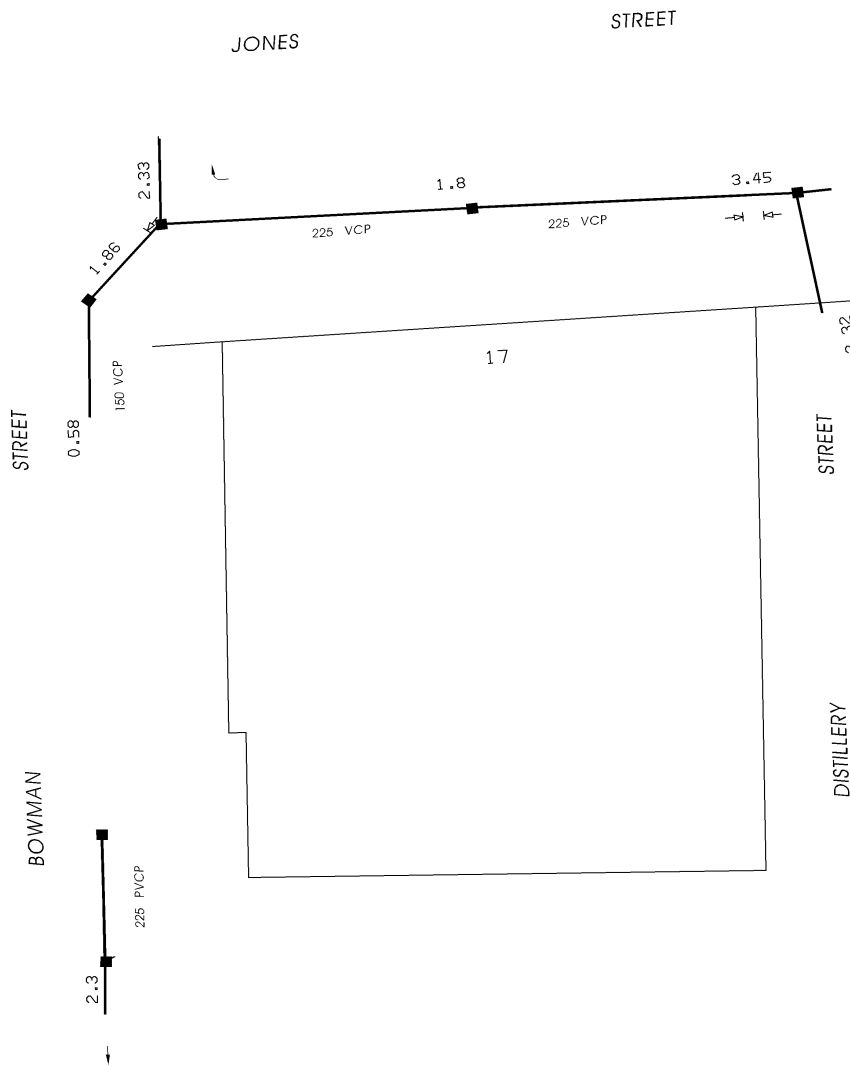
Sewer Service Diagram

Application Number: 8001108059

Copy of Diagram No
3080760

Copy of
Diagram
No.
3080760

A3 SIZE DIAGRAM



M.W.S. & D.B.		SEWERAGE SERVICE DIAGRAM		PYRMONT	
MUNICIPALITY OF SYDNEY		SUBURB OF		SYDNEY	
Scale: Approx. 1:500		Distances/depths in metres		pipe diameters in millimetres	
DRAINAGE Inspected by		Date of Issue		PLUMBING Inspected	
Inspector		Inspector		Inspector	
Cert. Of Compliance No.		Outfall		Cert. Of Compliance No.	
Field Diagram Examined by		Drainer		Cert. Of Compliance No.	
Sewer Ref.		Plumber		Cert. Of Compliance No.	
Sheet No.		Boundary Trap		For Regional Manager	
Tracing Checked by		Tracing Checked by		Tracing Checked by	

SYMBOLS AND ABBREVIATIONS		INDICATES		PLUMBING FIXTURES & OR FITTINGS	
INDICATES - DRAINAGE FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS
Chamber	Clear Out	Chamber	Clear Out	Chamber	Clear Out
Manhole	Manhole	Manhole	Manhole	Manhole	Manhole
Boundary Trap	Boundary Trap	Boundary Trap	Boundary Trap	Boundary Trap	Boundary Trap
Inspection Shaft	Inspection Shaft	Inspection Shaft	Inspection Shaft	Inspection Shaft	Inspection Shaft
Grease Interceptor	Grease Interceptor	Grease Interceptor	Grease Interceptor	Grease Interceptor	Grease Interceptor
Gully	Gully	Gully	Gully	Gully	Gully
Reflex Valve	Reflex Valve	Reflex Valve	Reflex Valve	Reflex Valve	Reflex Valve
Cleaning Eye	Cleaning Eye	Cleaning Eye	Cleaning Eye	Cleaning Eye	Cleaning Eye
Vertical Pipe	Vertical Pipe	Vertical Pipe	Vertical Pipe	Vertical Pipe	Vertical Pipe
Induct Pipe	Induct Pipe	Induct Pipe	Induct Pipe	Induct Pipe	Induct Pipe
Micro Pipe	Micro Pipe	Micro Pipe	Micro Pipe	Micro Pipe	Micro Pipe
Joint	Joint	Joint	Joint	Joint	Joint
Rolling Point	Rolling Point	Rolling Point	Rolling Point	Rolling Point	Rolling Point
INDICATES - PLUMBING FIXTURES & OR FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS	INDICATES - PLUMBING FIXTURES & OR FITTINGS
Chamber	Chamber	Chamber	Chamber	Chamber	Chamber
Manhole	Manhole	Manhole	Manhole	Manhole	Manhole
Boundary Trap	Boundary Trap	Boundary Trap	Boundary Trap	Boundary Trap	Boundary Trap
Inspection Shaft	Inspection Shaft	Inspection Shaft	Inspection Shaft	Inspection Shaft	Inspection Shaft
Grease Interceptor	Grease Interceptor	Grease Interceptor	Grease Interceptor	Grease Interceptor	Grease Interceptor
Gully	Gully	Gully	Gully	Gully	Gully
Reflex Valve	Reflex Valve	Reflex Valve	Reflex Valve	Reflex Valve	Reflex Valve
Cleaning Eye	Cleaning Eye	Cleaning Eye	Cleaning Eye	Cleaning Eye	Cleaning Eye
Vertical Pipe	Vertical Pipe	Vertical Pipe	Vertical Pipe	Vertical Pipe	Vertical Pipe
Induct Pipe	Induct Pipe	Induct Pipe	Induct Pipe	Induct Pipe	Induct Pipe
Micro Pipe	Micro Pipe	Micro Pipe	Micro Pipe	Micro Pipe	Micro Pipe
Joint	Joint	Joint	Joint	Joint	Joint
Rolling Point	Rolling Point	Rolling Point	Rolling Point	Rolling Point	Rolling Point

When the sewer is not available and a special inspection is required, the Board's responsibility for the suitability of the drainage is limited to the actual location of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, manholes and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Licences in the construction of buildings may have been issued by the Board. Before building work is commenced, location of drainage lines is recommended. Licences in the construction of buildings may have been issued by the Board. Before building work is commenced, location of drainage lines is recommended.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By Law 8, Clause 3).

Connection
Dates: a

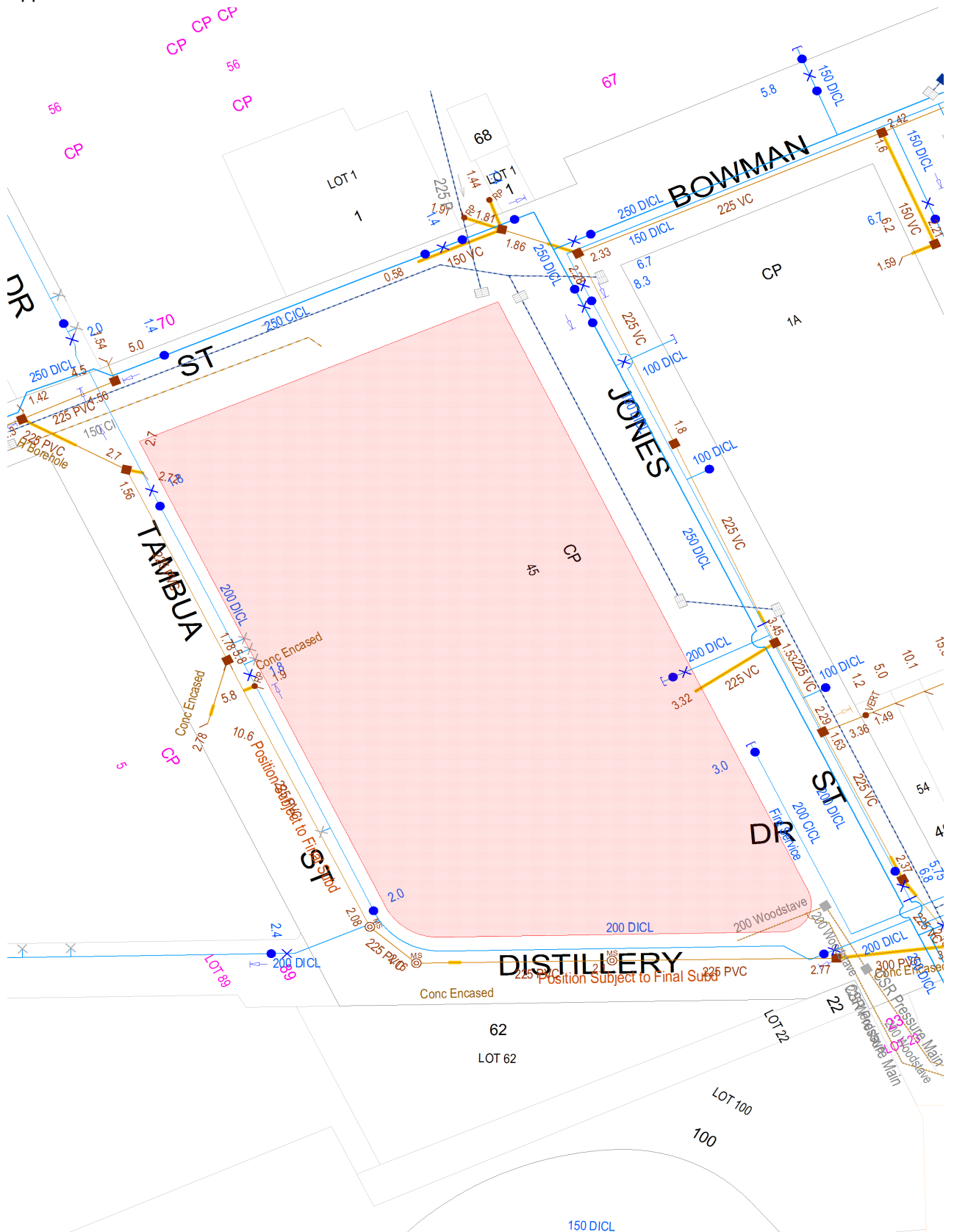
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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print

Application Number: 8001108072



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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