

Special By-Law 11 Visitor Car Park Spaces

Part 1

Grant of Power

1.1 The owners corporation shall have the following additional powers, authorities, duties and functions:

- (a) the power to allocate common property to become visitor parking.
- (b) to regulate the use of the newly created visitor car parking.

Part 2

Definitions and Interpretation

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

- (a) **Building Manager** means a person or corporation appointed by the owners corporation as either a caretaker or on site residential manager.
- (b) **Lot** means any lot in strata plan 71897.
- (c) **Owner** means the owner of the Lot.
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.71B97.
- (e) **Visitor Parking Area** means the newly created car parking spaces numbered 1 - 7 on the plan tabled and marked "Plan" at the meeting where this by-law was passed and which may or may not be annexed to this by-law.

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.

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- Part 3**
- Conditions**
- 3.1 An owner or occupier of a lot shall not park or stand, or allow to park or stand, a motor or other vehicle upon the Visitor Parking Areas except with the prior written consent of the owners corporation.
- 3.2 An owner or occupier of a lot shall not park or stand, or allow to park or stand, a motor or other vehicle upon the Visitor Parking Areas at any time, except with the written approval of the owners corporation.
- 3.3 An owner or occupier of a lot shall not permit any invitees to park or stand, or allow to park or stand, a motor or other vehicle upon the common property (with the exception of the Visitor Parking Area).
- 3.4 Notwithstanding Part 3 clause (3) an owner or occupier of a lot shall not permit any invitees to park or stand, or allow to park or stand, a motor or other vehicle upon the common property (with the exception of the Visitor Parking Area).
- 3.5 An owner or occupier of a lot must not permit any employee, tradesperson, removalist or the like to park or stand a motor or other vehicle upon the Visitor Parking Areas for a period exceeding two hours without prior written consent of the owners corporation.
- Part 4**
- Enduring obligations**
- 4.1 An Owner or Occupier:
- (a) must comply with any approval or directions of the owners corporation given under this by-law;
- (b) must comply with any approval or directions of the building manager given under this by-law;

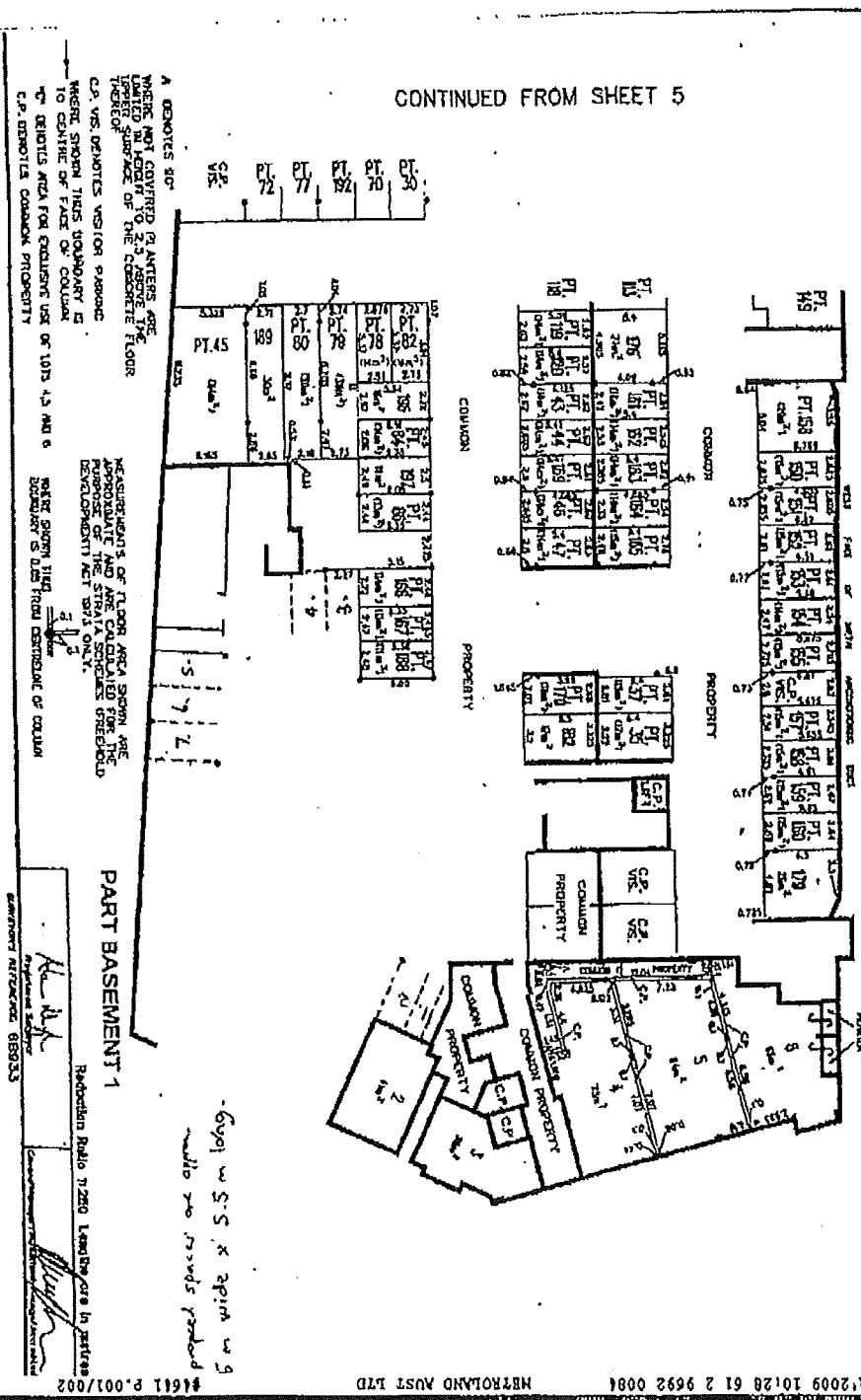
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CONTINUED FROM SHEET 5



The purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Works installed prior to this by-law being made.

Notwithstanding anything contained in the by-laws set out in the Strata Schemes Management Regulation 1997 applicable to the strata scheme (which apply to this scheme), or any other by-laws applicable to the scheme an Owner has the right to carry out the Works (and to remain the Owner's fixture) at its own cost subject to Part 3 of this by-law.

Grant of Right

Part 1

Special By-Law 13 Air conditioning works

- (d) the power to replace the Equipment from time to time as determined by the owners corporation.
- (c) the duty to keep any Equipment installed pursuant to this by-law in good and serviceable repair;
- (b) the power to enter into arrangements with third parties from time to time for the operation of the Security System and the installation, repair and replacement of the Equipment;
- (a) the power to install the Equipment in the common property;

The owners corporation shall have the following additional powers, authorities, duties and functions:

2 POWERS & DUTIES

“Equipment” means all equipment (including cabling) necessary to facilitate the installation, operation, maintenance and repair of the Security System.

the installation of proximity readers to the door and to the entry of the passenger lift as part of the scheme.

the installation of both CCTV to control the movement of residents and visitors to and from the parcel; and

“Security System” means a system and mechanisms to permit and facilitate access to and from common property, including:

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

1 DEFINITIONS

Special By-Law 12 Power to upgrade security system

Part 2

Definitions and Interpretation

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act, 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
- (c) **Building** means the building situated at 25-33 Allen Street, Waterloo NSW 2017.
- (d) **Council** means City Of Sydney.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance (if necessary) under the *Home Building Act, 1989*; and
 - (iii) *workers' compensation insurance*.
- (f) **Lot** means any lot in strata plan 71897.
- (g) **Owner** means the owner of the Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 71897.
- (i) **Works** means the installation of an air-conditioning unit to the Lot and includes the condenser, all ancillary wires, piping and ductwork and any obligation under this by-law applies to that condenser, ancillary wiring, piping and ductwork.

2.2 Interpretation

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

- (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 Act; and references to legislation include references to amending and replacing legislation.

2.2.2 Where a term of this by-law contradicts any other by-law applicable to the scheme, then this by-law will prevail to the extent of that contradiction.

- 3.1 Before commencement of the Works the Owner of the relevant Lot must:**
- (a) obtain approval for the location, type, style, size, quality, performance and other specifications of the Works from the Owners Corporation, such approval not to be unreasonably withheld;
 - (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
 - (d) effect and maintain insurance and provide a copy to the Owners Corporation;
 - (e) ensure that 2 weeks written notice of commencement of the Works is given to all residents in the scheme.
- 3.2 For the Works to be compliant under this by-law:**
- Clauses 3.1 (a), (c), (d) and (e) do not apply to Works already installed at the time of this by-law being made.
 - (a) the Owner must have complied with clause 3.1;
 - (b) the Works must be installed strictly in accordance with the direction of the Owners Corporation and in this regard the Owners Corporation shall have the power from time to time to adopt air-conditioning specifications in relation to the installation of air-conditioning units;
 - (c) the Works must be in keeping with the appearance of the Building;
 - (d) the Works must have condenser units installed in the location as approved by the Owners Corporation and not be visible from street level;
 - (e) the Works must have all pipe work from the condenser unit (external) to the fan coil unit (internal) to be covered with steel piping (colour bond) in the same colour as the brickwork for the Building;
 - (f) the Works must have a sound rating of less than 50 decibels;
 - (g) the Works must not have any drippers on the exterior of the Building;
 - (h) the Works will always remain the property of the respective Owner, even though it may be installed by an occupier.
- 3.3 Whilst the Works are in progress the Owner of the Lot at the relevant time must:**

Conditions**Part 3**

- (a) only 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 Owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
 - (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
 - (j) not vary the Works approved pursuant to this by-law without first obtaining the consent in writing from the Owners Corporation.
- 3.4 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;
 - (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law, and the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

Clauses 3.4(a) and (d) do not apply to Works installed prior to this by-law being made.

- (a) Act means the Strata Schemes Management Act, 1996.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including Council.
- (c) Building means the building situated at 25-33 Allen Street, Waterloo NSW 2017.
- (d) Companion Animal has the meaning ascribed to that term in the Companion Animals Act, 1998.
- 2.3 In this by-law, unless the context otherwise requires:

Definitions and Interpretation

Part 2

If there is any inconsistency between this by-law and any other by-law applicable to the scheme then the provisions of this by-law shall prevail to the extent of that inconsistency.

This by-law to Prevail

Part 1.2

The Owners - Strata Plan No. 71897 SPECIALLY RESOLVED pursuant to section 47 of the Strata Schemes Management Act, 1996 to make an additional by-law to regulate the keeping of animals on their lot subject to Part 3 of this by-law.

Grant of Right

Part 1.1

Special By-Law 14 Keeping of Animals

For clarity Clause 3.5 applies to all Works installed prior to and after this by-law being made.

(d) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Works and without limitation any liability.

(c) remains liable for any damage to lot or common property arising out of the Works; and

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

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

3.5 The Owner:

- (e) **Council** means City of Sydney.
- (f) **Lot** means any lot in strata plan 71897.
- (g) **Existing Occupier** means a person living and occupying the lot not subject to a residential lease of the lot as at the date of registration of this by-law.
- (h) **Existing Owner** means the owner of the Lot and registered proprietor as at the date of registration of this by-law.
- (i) **Existing Tenant** means a person living and occupying the lot pursuant to a residential lease of the lot as at the date of registration of this by-law.
- (j) **Monetary Bond** means the non-interest bearing, refundable monetary bond in the amount of \$450.00 per canine; \$225.00 per feline or other nominated animal (or such other amount determined by the Owners Corporation from time to time) payable from time to time to the Owners Corporation pursuant to this by-law.
- (k) **New Occupier** means a person living and occupying the lot not subject to a residential lease of the lot.
- (l) **New Owner** means an owner of the Lot and registered proprietor.
- (m) **New Tenant** means a person living and occupying the lot pursuant to a residential lease of the lot.
- (n) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 71897.
- (o) **Prohibited Animal** means any:
 - (i) "dangerous dog", "nuisance dogs", "nuisance cats" and "restricted dog" as those terms are defined in the *Companion Animals Act, 1998*;
 - (ii) animal that is not a Companion Animal; and
 - (iii) animal, which in the opinion of the Owners Corporation is or may be vicious, aggressive, noisy or difficult to control.

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

- (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 Act; and
- (d) references to legislation include references to amending and replacing legislation.

- 3.8 All New Owners and New Occupiers must seek approval of their particular animal (at no cost), register the animal with the Executive Committee whereupon a unique approval or consent for Prohibited Animals.
- 3.7 Notwithstanding any other provision of this by-law, a New Owner or New Occupier permitted to keep a Prohibited Animal on Lot or common property under any circumstances. For the avoidance of doubt, the Executive Committee shall not give its approval or consent for Prohibited Animals.
- 3.6 Subject to section 49 (4) of the Act, any New Owner or New Occupier of a Lot must not, without the prior written approval of the Executive Committee, keep any animal on Lot or common property.

CONDITIONS - New Owners / New Occupiers

- 3.5 For the avoidance of any doubt, each animal requires a written approval which will be valid for the duration of its natural life. In the event of the death of that animal, such approval will be automatically come to an end requiring a new approval to be obtained from the Executive Committee in the event that the animal wishes to keep any subsequent animal within the Lot.
- 3.4 Should any Owner or Occupier fail to register the animal with the Executive Committee within the three (3) month period referred to above at clause 3.3 will result in the animal not being approved by the Executive Committee entitling the Executive Committee to issue a written notice on the Existing Owner / Existing Occupier / Existing Tenant as the case may be, requiring the animal to be removed from the lot within the seven (7) days of the notice being issued and all costs of the Owners Corporation as associated with the enforcement of this clause 3.4 being paid by the Existing Owner / Existing Occupier / Existing Tenant as a debt due to the Owners Corporation.

- 3.3 All Existing Owners, Existing Occupiers and Existing Tenants must, within three (3) months of the date of registration of this by-law, seek approval of their particular animal (at no cost), register the animal with the Executive Committee whereupon a unique number GSO Pet Tag (for cats and dogs) will be issued for placement on the animal's collar and provide to the Owners Corporation the Monetary Bond.

- 3.2 Notwithstanding any other provision of this by-law, an Existing Owner, Existing Occupier or Existing Tenant is not permitted to keep a Prohibited Animal on Lot or common property under any circumstances. For the avoidance of doubt, the Executive Committee shall not give its approval or consent for Prohibited Animals.

- 3.1 Subject to section 49 (4) of the Act, an Existing Owner, Existing Occupier or Existing Tenant of a Lot must not, without the prior written approval of the Executive Committee, keep any animal on Lot or common property.

CONDITIONS - Existing Owners / Occupiers / Tenants

number GSO Pet Tag (for cats and dogs) will be issued for placement on the animal's collar and provide to the Owners Corporation the Monetary Bond.

- 3.9 Should any New Owner or New Occupier fail to register the animal with the Executive Committee and bring an animal on to the Lot or Common Property before doing so will result in the animal not being approved by the Executive Committee entitling the Executive Committee to issue a written notice on the Owner / Occupier requiring the animal to be removed from the lot within the seven (7) days of the notice being issued and all costs of the Owners Corporation associated with the enforcement of this clause 3.9 being paid by the New Owner / New Occupier as a debt due to the Owners Corporation.
- 3.10 For the avoidance of any doubt each animal requires a written approval which will be valid for the duration of its natural life. In the event of the death of that animal, such approval will be automatically come to an end requiring a new approval to be obtained from the Executive Committee in the event that the New Owner / New Occupier wishes to keep any subsequent animal within the Lot.

CONDITIONS - New Tenants

- 3.11 Subject to section 49 (4) of the Act, a New Tenant of a Lot is not permitted to keep any animal on Lot or Common Property for the first six (6) months of their tenancy.
- 3.12 Subject to clause 3.11 above and section 49 (4) of the Act, a New Tenant of a Lot must without the prior written approval of the Executive Committee, keep any animal on Lot or common property.
- 3.13 Notwithstanding any other provision of this by-law, a New Tenant is not permitted to keep a Prohibited Animal on Lot or common property under any circumstances. For the avoidance of doubt, the Executive Committee shall not give its approval or consent for Prohibited Animals.
- 3.14 All New Tenants must, seek approval of their particular animal (at no cost) with the Executive Committee whereupon a unique number GSO Pet Tag (for cats and dogs) will be issued for placement on the animal's collar and provide to the Owners Corporation Monetary Bond.
- 3.15 Should any New Tenant fail to register the animal with the Executive Committee and bring an animal on to the Lot or Common Property before doing so will result in the animal not being approved by the Executive Committee entitling the Executive Committee to issue a written notice on the Owner / Occupier requiring the animal to be removed from the lot within the seven (7) days of the notice being issued and all costs of the Owners Corporation associated with enforcement of this clause 3.15 being paid by the New Tenant as a debt due to the Owners Corporation.
- 3.16 For the avoidance of any doubt, each animal requires a written approval which will be valid for the duration of its natural life. In the event of the death of that animal, such approval will be automatically come to an end requiring a new approval to be obtained

- 3.17 All Existing Owners, Existing Occupiers, Existing Tenants and New Tenants must complete the "Application for the Keeping of an Animal" form and submit the form to the Executive Committee or its representative, the strata managing agent from time to time of the scheme and will be considered by the Executive Committee within a timely manner.
- 3.18 Subject to clauses 3.2, 3.7, 3.14 the Executive Committee must not unreasonably withhold its approval of the keeping of the following animals:
- (a) one cat;
 - (b) one dog weighing less than 10kg;
 - (c) one caged bird;
 - (d) fish kept in an aquarium; and
 - (e) other non-specified animal, details to be provided (e.g., Rabbit, turtle etc).
- 3.19 If the Executive Committee approves the keeping of an animal submitted by any class of persons referred to in this by-law then those persons as approved shall:
- (a) keep the animal in compliance with the Companion Animals Act 1998;
 - (b) if the animal is a cat or dog, ensure that the cat or dog is vaccinated and micro chipped, registered with the Council and its registration number given to the Executive Committee prior to the keeping of the cat or dog;
 - (c) keep the animal within the Lot;
 - (d) carry or leash the animal when it is on the common property and ensure it is properly controlled (if applicable);
 - (e) take all reasonable steps as may be necessary to ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an Owner or occupier of another Lot or of any person lawfully using the common property;
 - (f) repair any damage to common property caused by the animal;
 - (g) take all reasonable steps as may be necessary to clean all areas of the Lot or the common property that are soiled by the animal;
 - (h) comply with any other conditions imposed by the Executive Committee relating to the animal; and
- from the Executive Committee in the event that the New Tenant wishes to keep any subsequent animal within the Lot.

COMPLAINTS

- (i) promptly clean all areas of the lot (or common property) soiled by the animal.
- 3.20 If an Owner or occupier does not comply with any obligation under this by-law and if three or more substantiated complaints about the animal are made within a period of 60 days by another Owner or occupier the Executive Committee shall be entitled to rescind its consent and retain the Monetary Bond by way of written advice to the Owner or occupier.
- 3.21 If any consent is rescinded by the Executive Committee to keep an animal under this by-law then the Owner or occupier shall remove the animal from the scheme within 7 days from the date that the written notice is given to the Owner or occupier of the Executive Committee's decision.
- 3.22 An Owner or occupier remains liable for any damage to any Lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the keeping of the animal.
- 3.23 Any Monetary Bond paid will be refunded to the Owner or the occupier within 30 days of receiving written notification of their departure from the Building or death of the animal, as the case may require, less any amounts required to rectify any damage caused to Lot or common property as a result of the animal.

Special By-Law 15 Electronic Delivery of Notices

Part 1

Grant of Right

- 1.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions on the conditions set out in Part 3.

This by-law to Prevail

- 1.2 If there is any inconsistency between this by-law and the applicable to the strata scheme then the provisions of this by-law shall prevail to the extent of that inconsistency.

Part 2

Definitions and Interpretation

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the Strata Schemes Management Act 1996.
 - (b) **Lot** means each lot in strata plan 71897.

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain in the Owner's fixture) and the right of exclusive use and enjoyment of those parts

Grant of Right

Part 1

SPECIAL BY-LAW 16 Works for Lot 140

- 3.4. Notwithstanding clause 3.2, hereof, the Owners Corporation, its secretary or executive committee will not be held liable for any notices sent to inactive or out of date email addresses.
- 3.3. An Owner must ensure that the email address he has provided in accordance with clause 3.1 hereof, is current and active at all times. Any changes to an email address must be notified to the Owners Corporation in writing immediately.
- 3.2. A notice or document served on the Owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing the sender requests a report that the email was delivered.

3.1. A document or notice may be served by the Owners Corporation an email address for the service of notices and the document is sent to that address.

Conditions

Part 3

- (d) references to legislation include references to amending and replacing legislation.
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (b) any gender includes the other genders;
- (a) the singular includes plural and vice versa;
- 2.2 In this by-law, unless the context otherwise requires:
- (d) Owners Corporation means the owners corporation constituted by the registration of strata plan number 71897.
- (c) Owner means the owner of the respective Lot.

of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

Part 2

Definitions and Interpretation

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act 1996.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at Unit 313, 25-33 Allen Street, Waterloo NSW 2017.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers compensation insurance.
- (e) **Lot** means lot 140 in strata plan 71897.
- (f) **Owner** mean(s) the owner(s) of the Lot.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owners repair, maintenance, replacement (if necessary) and:
 - (i) removal of ceramic floor tiles from kitchen and entry foyer area; and
 - (ii) installation of:
 - A. acoustic underlay and engineered timber floor in kitchen; and
 - B. carpet underlay and carpet in entry foyer area;

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 specifications attached to this by-law and marked "A", the provisions of Special By-Law 10 and the provisions of this by-law.

2.2 Interpretation

3.3 During Installation of the Works

park their vehicles on common property whilst the Works are being conducted, to undertake the Works; and the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

- (b) the suitable times and method for the Owner's contractors to access the Building regarding:

the Works the Owner shall make arrangements with the strata manager at least two (2) days prior to the commencement of the Works or any aspect of

3.2 Notice

registering the by-law (including legal and strata management costs).

- (d) pay the owner's corporation's reasonable costs in preparing, making and requesting;

effect and maintain insurance and provide a copy to the owner's corporation (if requested); and

- (c) provide the owner's corporation's nominated representative(s) access to inspect

the Lot within forty-eight (48) hours of any request from the owner's corporation;

- (b) obtain (if required) all necessary approvals/consents/permits from any Authority and provide a copy to the owner's corporation;

Prior to the commencement of the Works, the Owner shall:

3.1 Prior to commencement of the Works

Conditions

Part 3

prevail to the extent of the inconsistency.

- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme (including Special By-Law 10), then the provisions of the by-law shall

administrators, successors, permitted assigns or transferees; and references to the Owner in this by-law include any of the Owner's executors,

- (e) references to legislation, include references to amending and replacing

any terms in the by-law will have the same meaning as those defined in the Act;

- (b) any gender includes the other genders;

(a) the singular includes the plural and vice versa;

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

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (f) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the installation 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 occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works without first obtaining the consent in writing of the owners corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the owners corporation that the installation of the Works has been completed;
- (b) notify the owners corporation that all damage, if any, to any lot and common property caused by the installation 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 indicate completion of the Works;

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;

3.6.1 The Owner must:

3.6 Enduring rights and obligations

- (a) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- (b) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.5.2 The Works must:

- (a) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and owner compliance with the said directions, orders and requirements;
- (b) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the Home Building Act 1989.

3.5.1 The Owner must:

3.5 Statutory and other requirements

- 3.4.2 The owners corporation's right to access the Lot arising under this by-law
- it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

- (e) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and

- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (f) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

3.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

LAMINATE FLOORING WITH REGUPOL® 5512.5MM THICK ACOUSTIC UNDERLAY

Regupol
(Australia) Pty. Ltd.

ABN 02 091 053 359

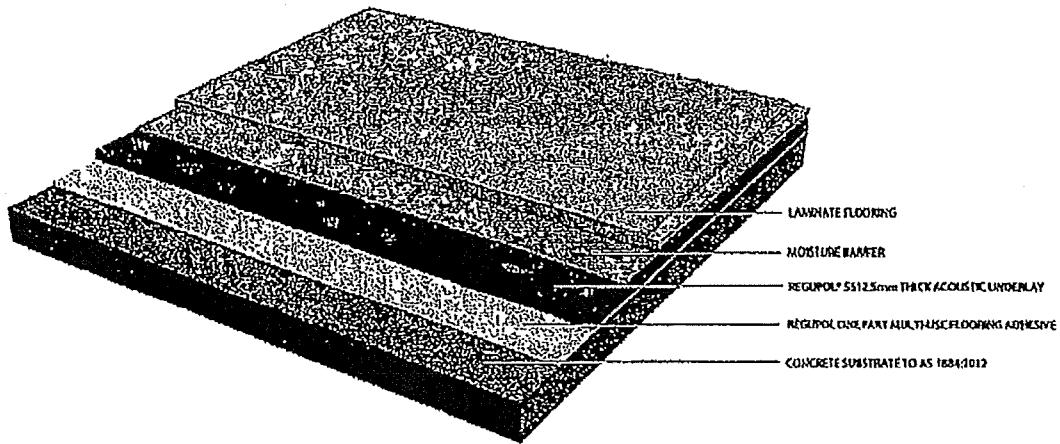
155 Sturt Street Orange NSW 2800

Tel: 02 4324 0050

Fax: 02 4347 4403

Email: sales@regupol.com.au

Website: www.regupol.com.au

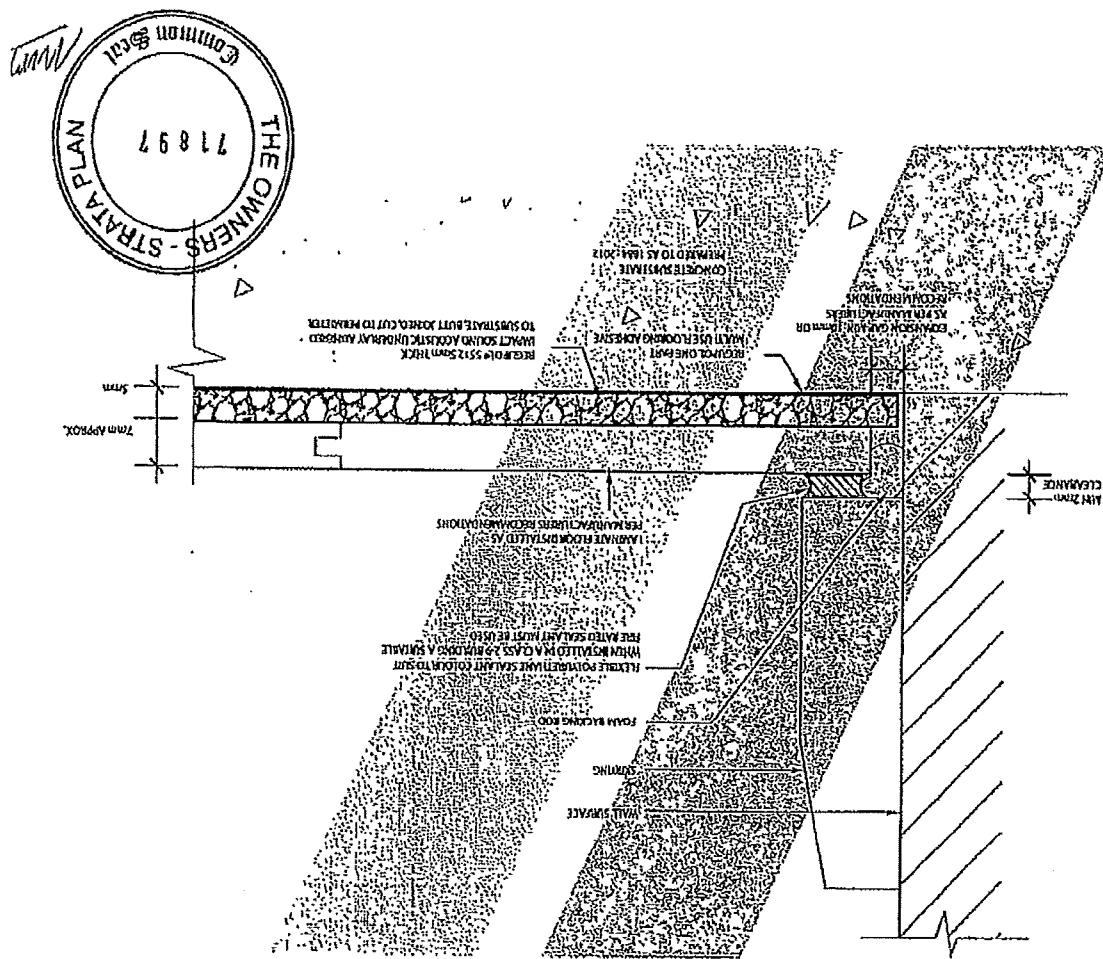


The above system reflects a typical residential application, for all other applications please contact Regupol's Technical Division.
Please note that the drawings are not to scale and are for illustration purposes only.

DISCLAIMER: The above information is given in good faith as a suggested guide in specifying Regupol® Impact Sound Acoustic Underlay, no guarantee or warranty is expressed or implied. Any circumstances not covered by this guide should be referred to Regupol (Australia) Pty Limited or its Distributors for any particular attention required. There are, however, many factors that may affect the outcome of projects using our products that are beyond our control. Regupol (Australia) Pty Limited can not be responsible for poor climate conditions, bad concrete surface preparation, poor application techniques, not observing curing times, improper thinning of adhesives or any variable beyond our control. No liability is accepted by Regupol (Australia) Pty Limited, our employees, distributors, representatives or agents for any loss or damage, direct or indirect, that may result from using the information and/or suggestions as actual conditions for use that are beyond our control. All materials should be checked/tested for their suitability to the prevailing site conditions.

תאגיד תקשורת, תל אביב ס' 2013 | ויקטור נוימרמן 3 | עמ' 10

The above system reflects a typical residential application, for all other applications please contact Regupol's Technical Division.



Regupol (Australia) Pty Ltd
155 Pitt Street Sydney NSW 2000
Phone (02) 9261 6600 Fax (02) 9261 6601

LAMINATE FLOORING WITH
REGUPOL® 5512 5MM THICK ACOUSTIC UNDERLAY

Special By-Law 17 Garage Storage

Part 1

Preamble

- 1.1 The purpose of this by-law is to provide a programme for the installation of storage units to a Lot and to regulate their maintenance, repair and replacement.

This by-law to Prevail

- 1.2 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 shall prevail to the extent of that inconsistency.

Part 2

Definitions and Interpretation

2.1 Definitions

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

- (a) **Act** means the Strata Schemes Management Act 1996.
- (b) **Approval Form** means the form annexed hereto and marked "B" or as the Owners Corporation may otherwise approve from time to time.
- (c) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (d) **Building** means the building situated at 25-33 Allen Street, Waterloo NSW 2017.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (f) **Lot** means any lot in Strata Plan No 71897.
- (g) **Owner** means the owner(s) of a Lot from time to time.
- (h) **Owners Corporation** means the owners corporation constituted by the registration of Strata Plan No 71897.

(a) submit a duly completed Approval Form to the Owners Corporation with a diagram depicting the location of all parts of the Storage Works.
Prior to the commencement of the Storage Works, the Owner shall:
3.1 Prior to commencement of the Storage Works
Conditions
Part 3
2.4 Despite anything contained in this by-law if any provision or part of a provision in this by-law, whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.
2.3 If any provision or part of a provision of this by-law may be read or interpreted in such a way as to be void, invalid or otherwise unenforceable, it is to be read or interpreted in such a way as to be valid, invalid or otherwise unenforceable, being void, invalid or otherwise unenforceable.
(f) references to legislation include references to amending and replacing legislation or any instrument made under such legislation.
(e) a reference to the Owners Corporation includes the strata managing agent and any member of the executive committee or such person authorised by the Owners Corporation from time to time; and
(d) references to any Storage Works under this by-law include, where relevant, all by-laws applies to all such ancillary equipment; other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment;
(c) any term in this by-law will have the same meaning as those defined in the Act;
(b) any gender includes the other genders;
(a) the singular includes the plural and vice versa;
In this by-law, unless the context otherwise requires:
2.2 Interpretation
(i) Storage Works means the works to the Lot and common property to be carried out for and in connection with the Owners' installation, repair, maintenance and replacement (if necessary), of a Storage Unit 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.
(j) Storage Unit means an Owner's car storage unit.

- (b) obtain written approval (based on the information provided in paragraph (a) above) for the location, type and size of the Storage Works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld, and, in this regard, the executive committee is expressly authorised to give such approval;
- (c) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (d) prepare and provide to the Owners Corporation:
 - (i) a new by-law under section 52 of the Act and a special resolution pursuant to section 65A of the Act; and
 - (ii) the Owner's written consent to the passing of the by-law and consent to be responsible for maintenance, repair and replacement of the Works,

such by-law, special resolution and consent to be prepared substantially in terms of the forms attached at Annexure C and to be considered at a general meeting of the Owners Corporation; and effect and maintain Insurance and provide a copy to the Owners Corporation.

3.2 Compliant Works

3.2.1 To be compliant under this by-law, Storage Works so approved must:

- (a) be in accordance with the standards specified in Annexure A of this by-law or as determined by the executive committee in a executive committee meeting from time to time.
- (b) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (c) must not impact any other Owner and/or occupier enjoying the use of their Lot;
- (d) must not impact on the Building services such as, but not limited to:
 - (i) garage ventilation system;
 - (ii) fire hydrants and hose reels;
 - (iii) electricity;
 - (iv) sprinklers;
 - (v) lighting; and
 - (vi) drainage lines.

3.3 During installation of the Works

- Whilst the Storage Works are in progress, the Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the installation;
 - (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and Australian Standards and the requirements of any Authority including any fire safety regulations;
 - (c) ensure the Storage Works is carried out expeditiously and with a minimum of disruption to other Owners, occupiers or adjoining property owners;
 - (d) ensure that any electricity or other services required to install and operate the works are installed so they are connected to the Lot's electricity or appropriate supply;
 - (e) carry out the installation between the hours of 8:30am and 5:30pm Mondays — Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
 - (f) perform the installation within a period of two (2) weeks from its commencement or such other period of time as may be approved by the Owners Corporation;
 - (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
 - (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
 - (i) ensure that the works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;
 - (j) provide the Owners Corporation access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may not vary the approved installation without first obtaining the consent in writing from the Owners Corporation; and (k) observe all the other by-laws applicable to the strata scheme at all times.
- 3.4.1 After the installation of the Storage Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (b) if required, provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (c) provide (if requested) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (d) provide (if requested) the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law; and
- (e) provide, (if requested) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works have been completed satisfactorily and in accordance with this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

3.5 Enduring rights and obligations

3.5.1 The Owner must:

- (a) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (b) properly maintain and upkeep the Storage Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Storage Works;
- (d) use reasonable endeavours to cause as little disruption as possible when using the Storage Unit;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Storage Works and/or the use of the Storage Unit and will make good that damage immediately after it has occurred;
- (f) comply with all directions, orders and requirements of any Authority relating to the Storage Works and/or the use of the Storage Unit;
- (g) comply with criteria specified in Annexure A;

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

3.8 Applicability

The Works will always remain the property of the Owner.

3.7 Ownership of Works

- (a) by its agents, employees or contractors, carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- (a) ensure that items such as, but not limited to, furniture, bedding, floor covers, appliances, tools, toys, clothes or any other household items are kept within the storage cabinet.
- (b) ensure that items such as, but not limited to, furniture, bedding, floor covers, illegal, flammable or made of waste products,

Owners and/or occupiers must:

3.5.2 Use of the Storage Unit

- (i) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement removal and/or use.

- (ii) ensure that the contents of the Storage Unit are insured at all times. The Owners Corporation will not be liable for damage to any property kept within the Storage unit; and
- (h) ensure the Storage Unit does not cause water escape or water penetration to lot or common property (including the Lot);

Annexure A

STORAGE STANDARDS

Supplier	Contact Number	Model	Dimensions
Keep It Storage lockers (Arrowalpha)	1300 600 300	http://arrowalpha.com.au/keepit/	TBC
Safety Express	0431 049 246	www.safetyxpress.com.au/products/car-park-solutions/over-bonnet-storage-locker	TBC
Space Commander	02 9419 4111	http://www.spacecommander.com.au/over-car-bonnet-storage/	TBC
The Box Thing	1800 017 247	http://www.apartmentstorage.com.au/storage-solutions/over-bonnet-storage-system	TBC
Ezi Store	1800 394 768	http://www.ezi-store.com/	TBC

attending to all plumbing and waterproofing, as necessary; installation of extractor fan, installation of lights, installation of light sockets and of sand and cement for drainage purposes, installation of tiles from floor to ceiling, installation of shower screen, relocation and replacement of vanity, installation of concealed cistern, relocation of shower cistern and upgrade of the main bathroom including electrical works, installation of shower,

(ii) Re-powder coat of the aluminium window frames;

(g) Works means the works only in accordance with the Plans provided and annexed hereto as Annexure A, which include the following:

(f) Owners Corporation means the Owners Corporation created by the lodgment of Strata Plan 71897 located at 266 Pitt Street, Redfern NSW 2016

(e) Owner means the owner or owners of Lot 136 from time to time.

(d) Insurance means contractors all risk insurance with an insurer (works insurance, workers compensation insurance and public liability insurance in the amount of \$20 million), any insurance required under the Home Building Act 1989 and any other insurance required by law which, if permissible by the insurer, notes the Owners Corporation as a Third Party beneficiary.

(c) Building means the building located on the land owned by the Owners Corporation at 266 Pitt Street, Redfern NSW 2016.

(b) Authority means the relevant consent authority under the Environmental Planning & Assessment Act 1979 and any relevant government, statutory or public authority having any jurisdiction over the Lot.

(a) Act means the Strata Schemes Management Act 2015.

2. In this by-law:

PART 2 - DEFINITIONS & INTERPRETATION

Notwithstanding anything contained in any by-law applicable to the Strata Scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those fixtures subject to the terms and conditions contained in this by-law.

PART 1 - GRANT OF RIGHT

Special By-Law 18 Works (lot 136)

- (iii) Upgrading of the ensuite bathroom including electrical works, installation of square set of ceiling, installation of heated towel rail, relocation and replacement vanity , installation of concealed cistern, installation of tiles from floor to ceiling, installation of sand and cement for drainage purposes, installation of niche in shower area, installation of shower screen, installation of extractor fan, installation of lights, installation of light sockets and attending to all plumbing and waterproofing, as necessary;
- (iv) Installation of air conditioning system, including all necessary electrical works and ventilation, as required;
- (v) Upgrading of the laundry including electrical works, removal of all existing tiles, laying bedding and installing tiles, installation of laundry sink, installation of taps, installation of cabinetry and appliances, and attending to all plumbing and waterproofing, as necessary;
- (vi) Upgrading of kitchen including electrical works, installation of splash back tiles, installation of cabinetry and stone works, removal of floor tiles and installation of hardwood flooring, installation of appliances and upgrading plumbing fixtures including all waterproofing, as necessary;
- (vii) Upgrading of electrical works and lighting throughout the unit, as required;
- (viii) Upgrading and replacement of the balustrade and stair treads;
- (ix) Removal of tiles in the entrance, extending to the laundry and the installation of hardwood floors including any soundproofing, as necessary.

(h) **Plans** means the plans, drawings and diagrams contained within Annexure A of this by-law.

3. In this by-law a word which denotes:

- (a) the singular includes the plural form and vice versa;
- (b) any undefined terms in this by-law shall have the same meaning as those defined in the Act;
- (c) references to legislation includes references to amending and replacing legislation; and
- (d) To the extent of any inconsistency with previous by-laws, this by-law prevails.

PART 3 – GRANT OF RIGHT

4. Subject to Part 4 of this by-law, the Owner shall have:

- (d) only perform the Works at the following times:
- (c) keep all areas of the Building outside the Lot clean and tidy;
- iii. by the removal of any part of the Works.
- ii. by the transportation of construction material, equipment, debris and other material associated with the Works; and
- i. by the Works!
- (b) protect all areas of the Building, both internal and external to the Lot, from damage;
- (a) transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
10. In performing the Works, the Owner must:
- While carrying out the Works the Owner must:
9. Pay the Owners Corporation's reasonable costs associated with the preparation and registration of this by-law.
8. Provide the Owners Corporation with any documents reasonably required by the Owners Corporation relating to the Works;
7. Obtain and maintain all insurance as required by the Owners Corporation and provides certificates of currency evidencing the insurance on request by the Owners Corporation;
6. Upon request by the Owners Corporation, a report from a suitably qualified consultant approved by the Owners Corporation setting out the impact of the Works on the structural integrity of the Building.
5. Obtain all necessary approvals from any relevant Authority and provide a copy of all written approvals to the Owners Corporation;
- Before commencement of the Works the Owner must:

PART 4 - CONDITIONS

- (b) a special privilege to carry out the Works to and on the common property.
- (a) exclusive use and enjoyment of those parts of the common property occupied by the Works; and

- i. for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - ii. for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - iii. for any other activities, between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);
- (e) provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
 - (f) not carry out the Works on Sundays and public holidays;
 - (g) keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Building;
 - (h) immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
 - (i) take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
 - (j) ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
 - (k) comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
 - (l) ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply; and
 - (m) not vary the Works without first obtaining the consent in writing of the Owners Corporation.

After the completion of the Works the Owner agrees to

11. Notify the Owners Corporation once the works are completed;
12. Notify the Owners Corporation of any damage which was caused by the works,
13. Attend to rectification of any damage caused by the works, and notify the Owners Corporation once the repairs are complete;
14. Provide the Owners Corporation with any relevant certificates in relation to the works;

22. Should the Owner breach any condition of this by-law, the Owners Corporation may require the Owner to rectify the breach by carrying out repairs or alterations to the Works by providing a written request to the Owner;

Breach of By-Law

21. The Owner indemnifies the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or subcontractors, tradespeople or other licensees.

20. The Owner indemnifies the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage common property or any lot, caused to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works.

19. The Works shall remain the property of the Owner.

Corporation.

(d) must provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners

(c) must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

(b) must properly maintain and keep all areas of the common property and those parts of the Lot the subject of this by-law in a state of good and serviceable repair; and

(a) must carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;

18. The Owners:

Liability and Indemnity

17. Remain liable for any damage to any adjoining lot or common property as a result of the Works.

16. Properly maintain and upkeep the works carried out to the property to a good and serviceable state of repair;

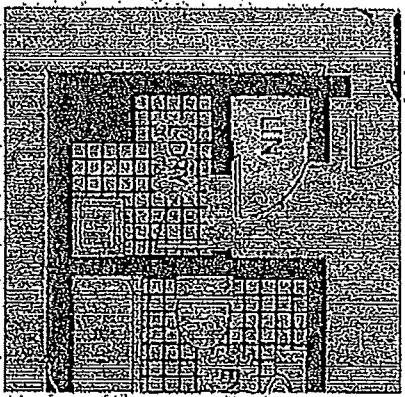
15. Allow an authorised representative of the Owners Corporation, upon receipt of a written request, to inspect the Lot to confirm compliance with this by-law

23. Should the Owner fail to comply with such a written request to rectify the breach, the Owners Corporation may commence proceedings or take action against the Owner to replace, repair or alter the Works or to reinstate the property to its original condition.

Bond

24. Before commencing the Works, the Owner must submit to the Owners Corporation a bond, in the sum of \$[xxx].
25. The bond is to be held in trust by the owners corporations solicitors.
26. The bond may be put towards the repair or rectification of any damage caused by the Works to common property that has not been rectified in accordance with clause 14 of this by-law.
27. Upon the Owner's compliance with clauses 11 to 15 of this by-law, the Owners Corporation shall instruct their solicitors to return the Bond to the Owner, less any amount recoverable by the Owners Corporation under this by-law.
28. Any amount payable by the Owner under this by-law which exceeds the Bond amount shall be:
 - (a) invoiced by the Owners Corporation to the Owner; and
 - (b) payable by the Owner on the date specified on the invoice as due and payable.

Laundry: existing lay-out

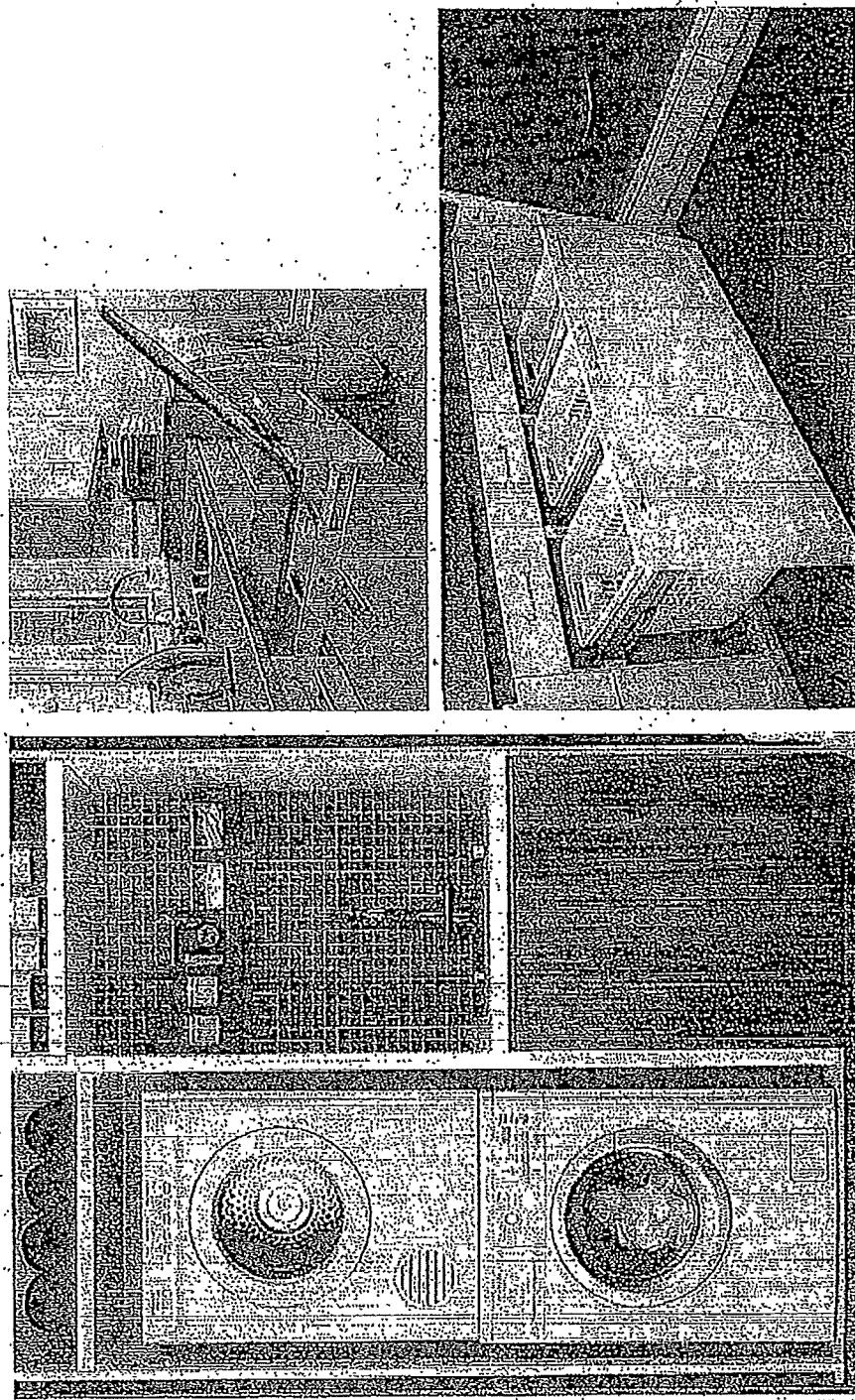


• Laundry

- Plans and description of scope - consent needed
- Builders - agreement on scope needed
- Removal of all tiles, fixtures and fittings
- Removal of all rubbish from site

• Water proofing - approval needed
• Tile floor and wet areas - approval needed

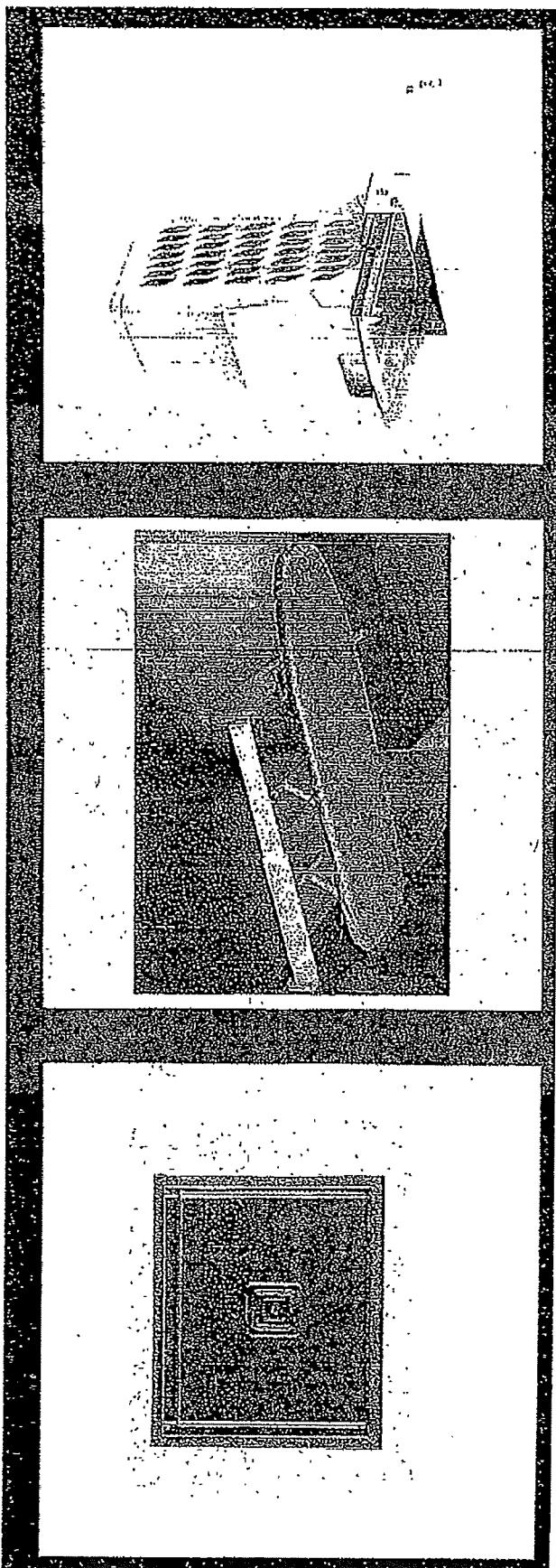
- Build cabinetry and install new plumbing
- Install any new wiring
- Tile and Gyproc non wet areas
- Paint where needed
- Install new electrical items: lights, switches, sockets, extractor fan
- Sign-off on all of above - approval needed



Dry to be
wall hung

These images are to show similar styling for built-in cabinetry only.

Laundry: new lay-out



Laundry hamper,
Hideaway soft-close range

1 x 60 litre
Version For fixing to door fronts
Material Frame: metal gauge 1.2 mm zinc
treated steel, powder coated arctic white
Hamper: recyclable food grade polypropylene
Dim. A 418 x 650 x 519 (WxHxD)
Load bearing capacity 52 kg
Finish Arctic white

Ironing board, Ironfix,
installation behind drawer front panel

Material Fitting parts: Steel
ironing board cover: Cotton
Finish/Colour Fitting parts: Plastic coated white, RAL
9016
Version Folding: ironing board supports
automatically extend when the drawer is opened,
continuous width adjustment

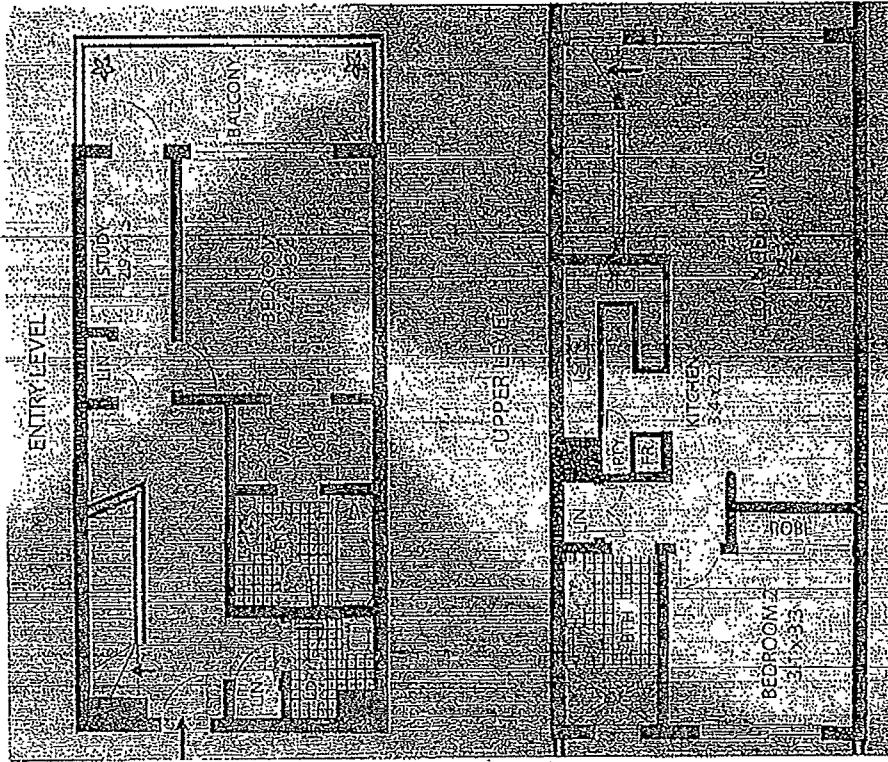
Squareline sink, for laundry areas

Features 550 x 450 x 260 mm (L x W x D)
18/10 stainless steel brushed finish
5 mm internal radius
Single bowl with overflow
Square plug in waste with strainer
Mounting Lay on, flush, undermount

- Air-conditioning
- Plans and description of scope - consent needed
 - Builders - agreement on scope needed
 - Ducted air-con units (ceiling cavity to be assessed)

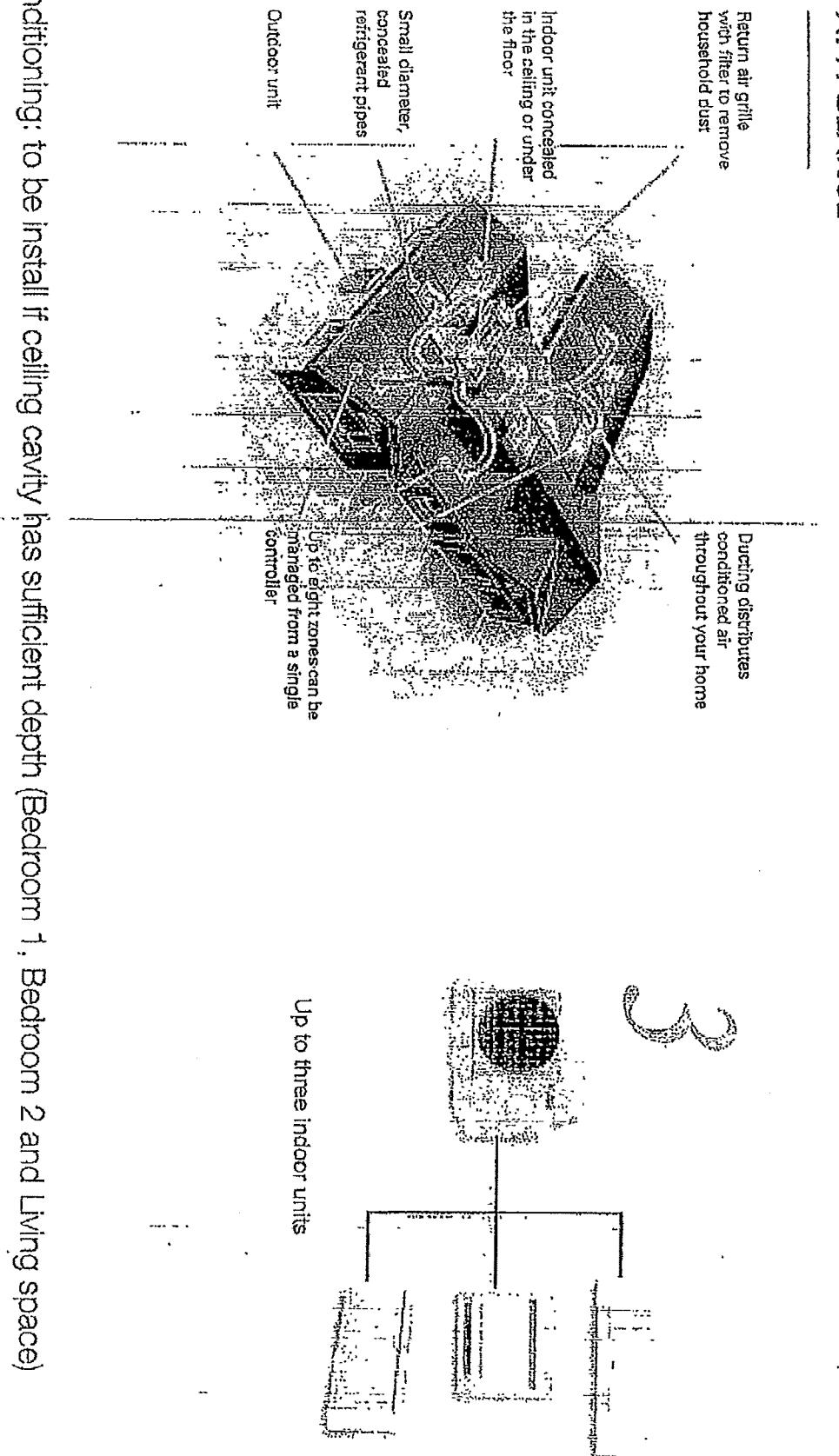
Or

- Split system if ducted is not possible
- Install
Paint where needed
Sign-off on all of above - approval needed



Upstairs and downstairs: existing lay-out

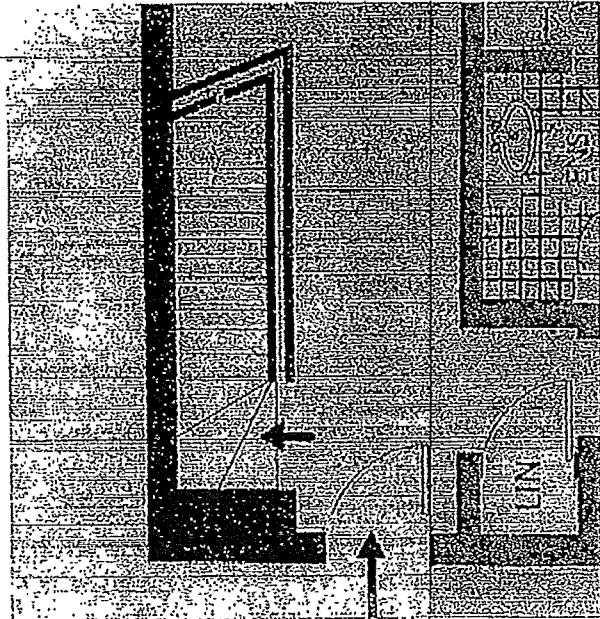
DAIKIN DUCTED AIR CONDITIONING AT A GLANCE



Air-conditioning: to be install if ceiling cavity has sufficient depth (Bedroom 1, Bedroom 2 and Living space)

Stair treads and balustrade

- Plans and description of scope - consent needed
- Builders - agreement on scope needed
- Remove existing balustrade
 - Remove treads that will be effected
- Replace with new balustrade
 - Replace treads with new flooring (same make and type as the rest of the stairs and flooring)
 - Paint where needed
 - Sign-off on all of above - approval needed

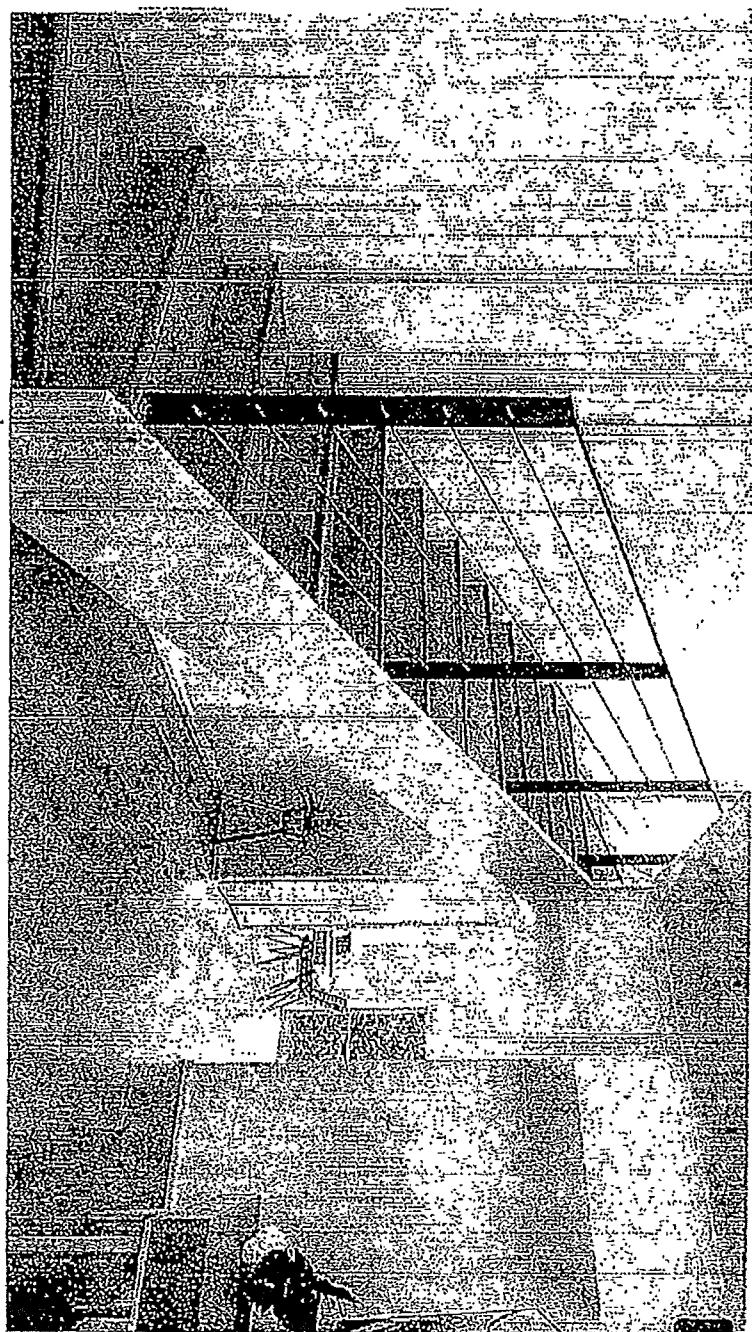


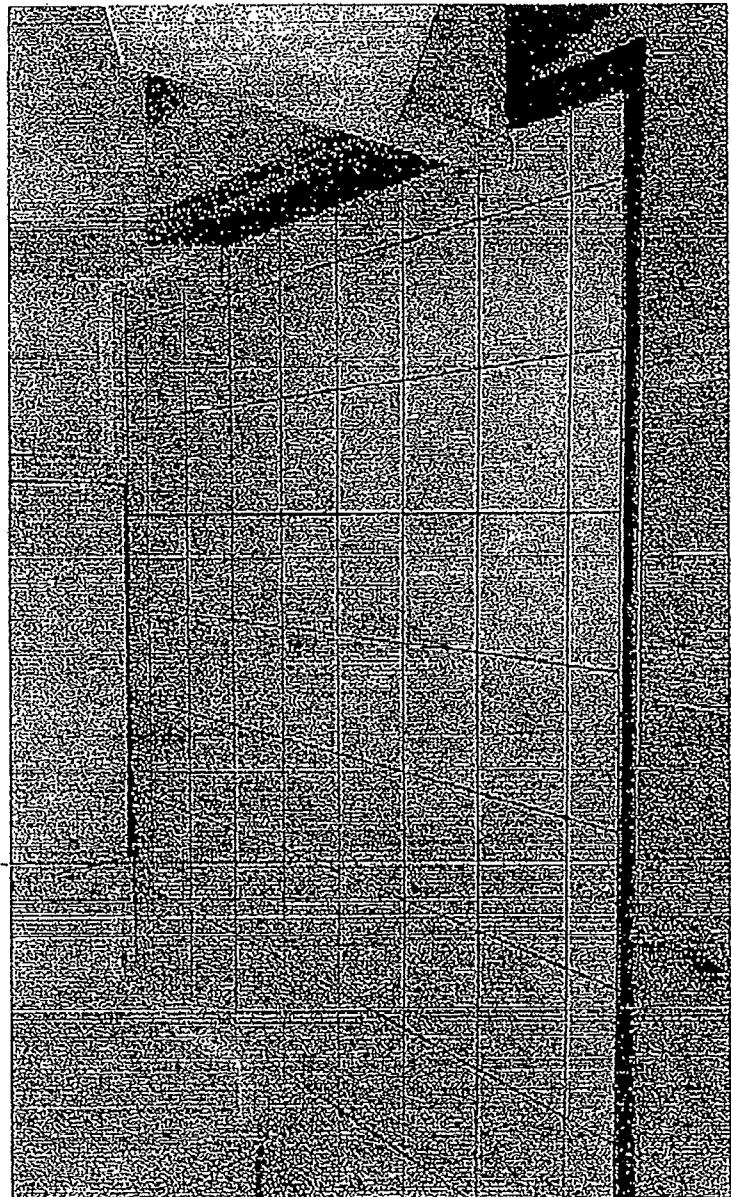
Flooring to entrance

- Plans and description of scope - consent needed
- Builders - agreement on scope needed
- Remove existing tiles
 - Install new flooring (same make and type as the rest of the stairs and flooring)
 - Re-tile smaller area for door to still open.
 - Sign-off on all of above - approval needed

Stairs: replace balustrade with new and fix up treads

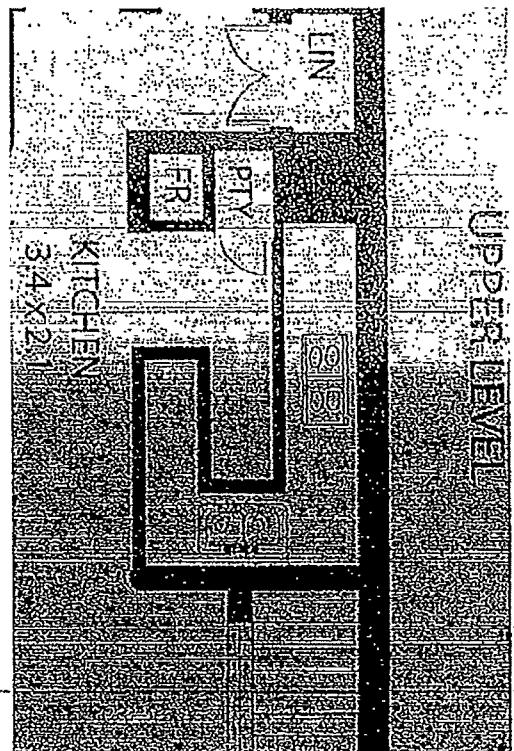
Stairs: replace balustrade with new and fix up treads





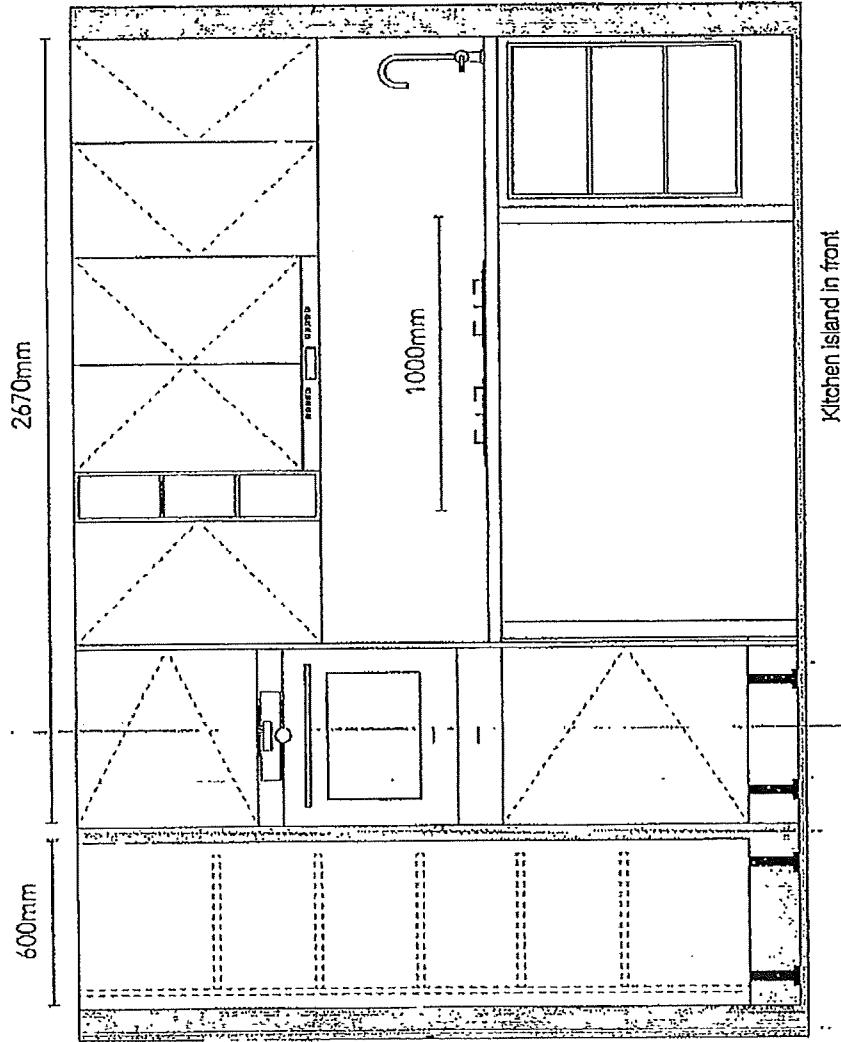
Entrance: reduce the file area by extending the wooden flooring
leave small area of tiles for door still to open

Kitchen: existing lay-out



Kitchen

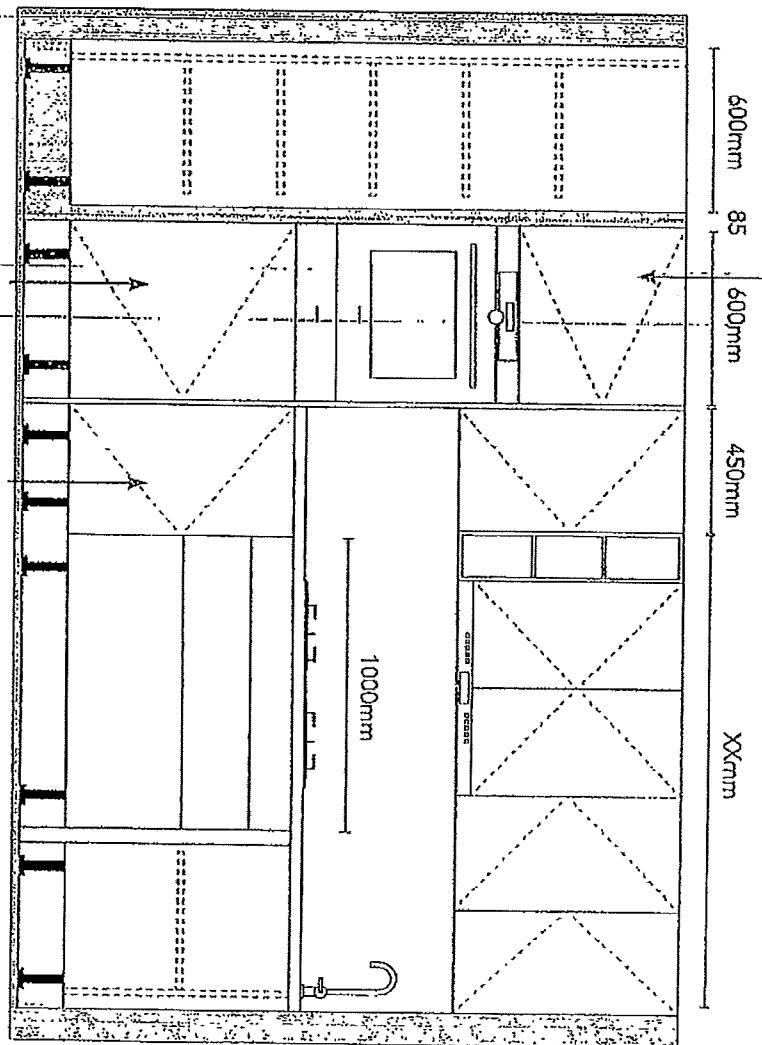
- Plans and description of scope - consent needed
 - Builders - agreement on scope needed
 - Removal of all tiles, cabinetry, appliances and fixtures and fittings
 - Removal of all rubbish from site
-
- Extend wood flooring into kitchen area. - consent needed
 - Install new wiring
 - Install new plumbing
 - Tile splash back and fix up any damages to Gyproc
 - Install cabinetry, appliances, bench top, fixtures and fittings
 - Install new electrical items: lights, switches, sockets, extractor fan
 - Sign-off on all of above - approval needed



Kitchen: keeping with the same foot print but replace with new

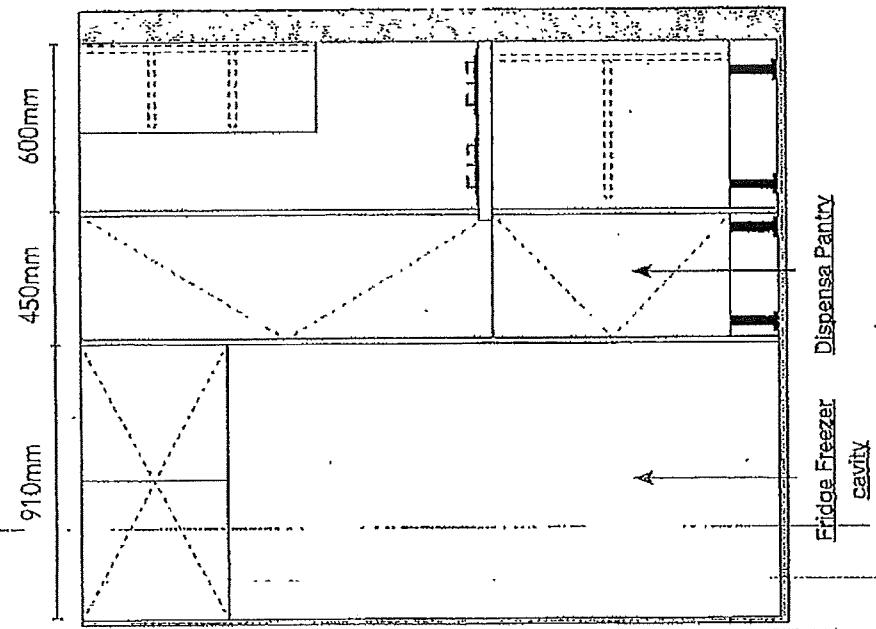
Looking in from
dining room

Panton Pull-Out
pantry unit, arena style



Kitchen: keeping with the same footprint but replace with new

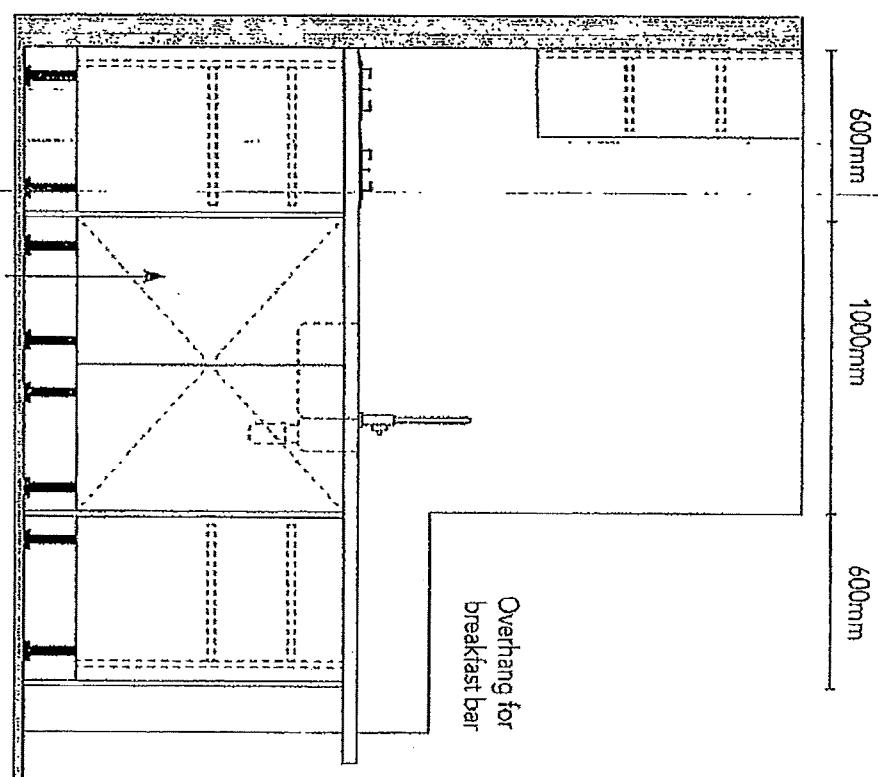
Looking in from
kitchen island



Kitchen: keeping with the same footprint but replace with new

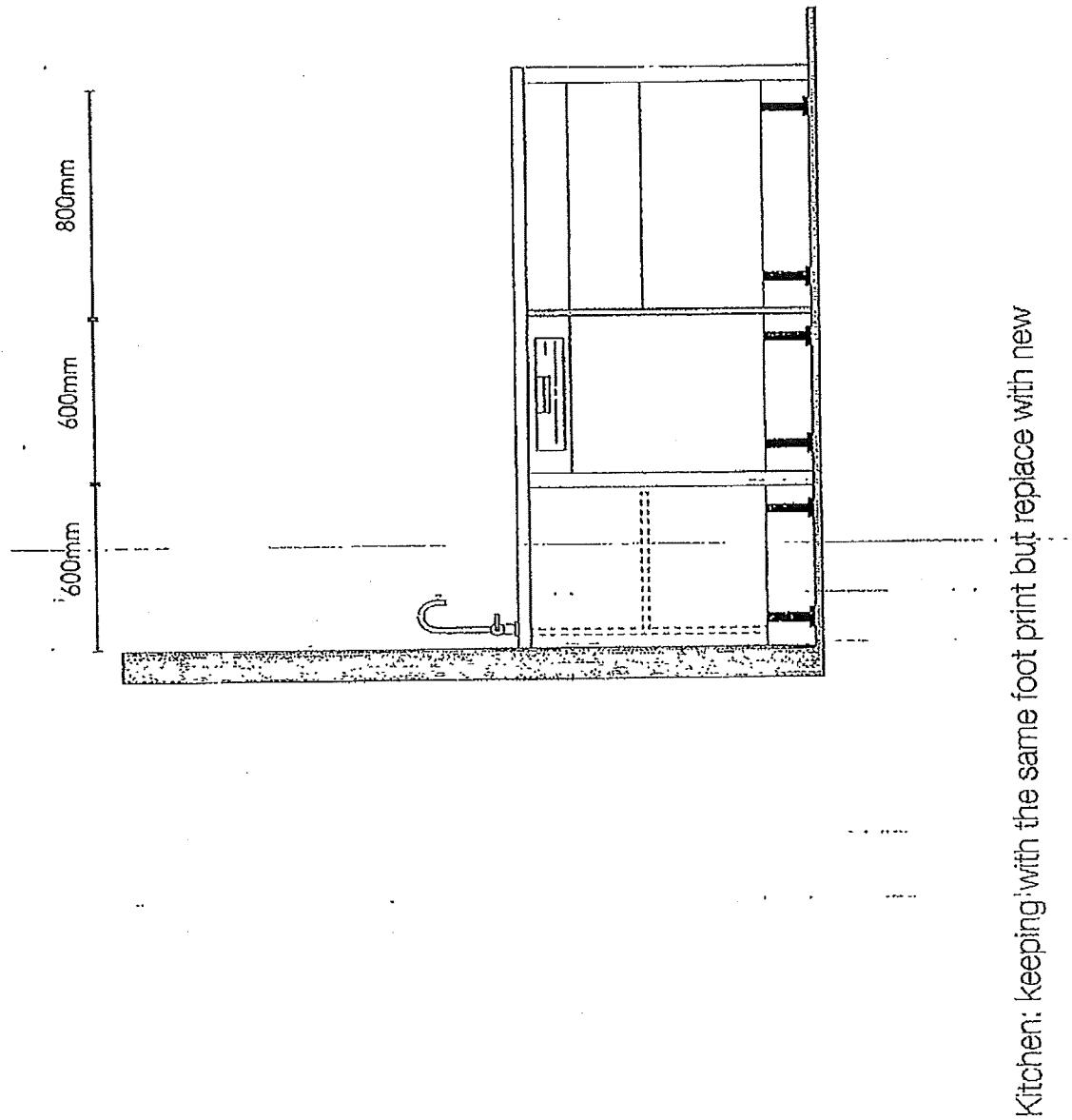
Looking left to
fridge/freezer

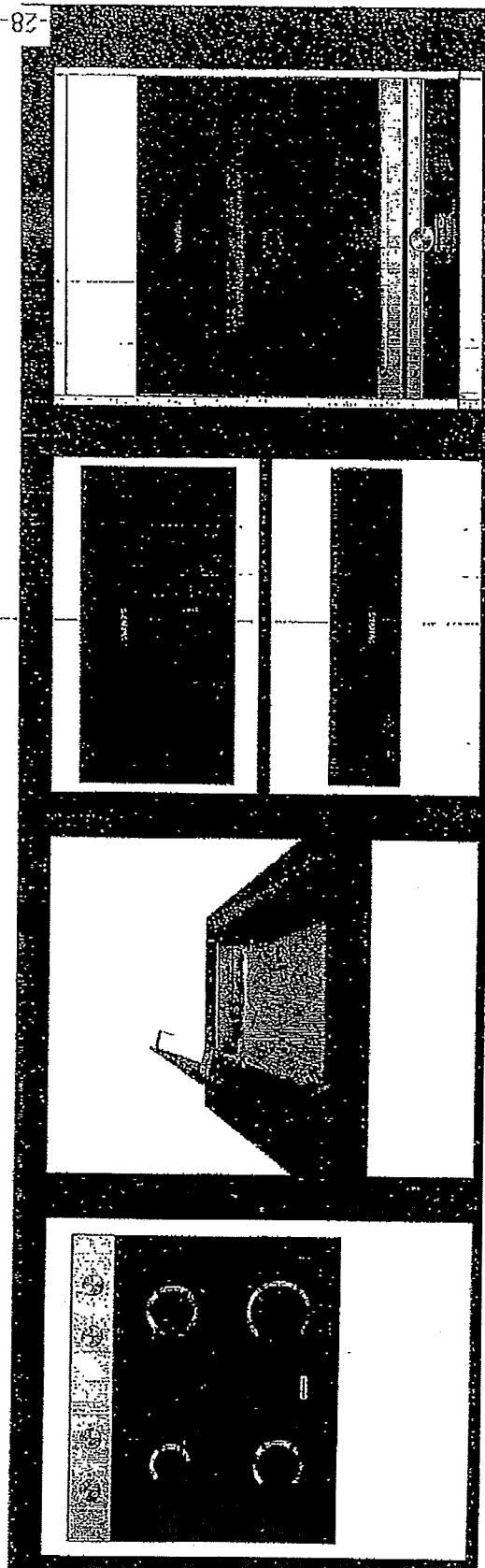
Kitchen: keeping with the same foot print but replace with new



Looking right to sinks







iQ700 HM676GS1A, Stainless steel

The oven with a built-in microwave for time-saving, flexible cooking.

TFT Touchdisplay, user-friendly menu navigation with good display features. varioSpeed: reduce cooking times by up to 50%.

softMove: gentle opening and closing of the oven door.

The warming drawer is perfect for preheating crockery, for keeping foods warm and for gentle cooking.

The warming drawer is perfect for preheating crockery, for keeping foods warm and for gentle cooking.

View at Harvey Norman @ Domayne

www.siemens-home.bsh-group.com/au

Glass Black 900mm Undermount Rangehood (Silent)

Black glass finish
Perimeter aspiration (P.A. System)

Silent IsoActive® motor system
4 x speed levels
strip LED illumination

touch control operation
aluminium, dishwasher safe filter

3 Year Warranty on canopy
10 Year Warranty on motor

Schweigen NGG60B Gas Cooktop

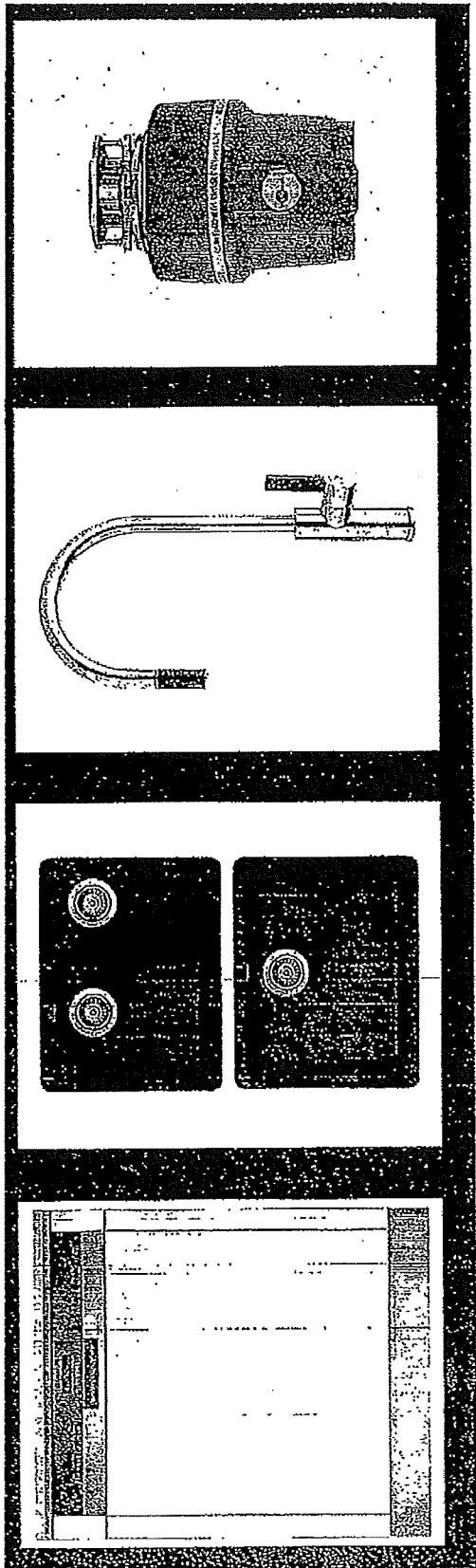
Ceramic Black Glass 60cm,
5 year warranty

Auto ignition
Safety device

View at Harvey Norman @ Domayne

www.schweigen.com.au

View at Harvey Norman @ Domayne



iQ500 stainless steel finish
semi-integrated 60 cm dishwasher

iQ500 Dishwasher: 15 place setting capacity, brilliant cleaning and drying results with very low energy and water consumption.
Added flexibility and convenient loading thanks to varioFlexPlus baskets & varioDrawer.

www.siemens-home.bsh-group.com/au

Schock Soho One & One Third Magma

Stain resistance and inert
Antibacterial properties
Bowl Radius - 14mm
Bowl Capacity -
Large: 14 Litres/ Small: 6 Litres
Size: 550mm x 450mm
(bowl depth 120mm/ Si120mm)
For Inset or Undermount Applications

or

Schock soho large single bowl magma
Size: 550mm x 450mm
(bowl depth 200mm)

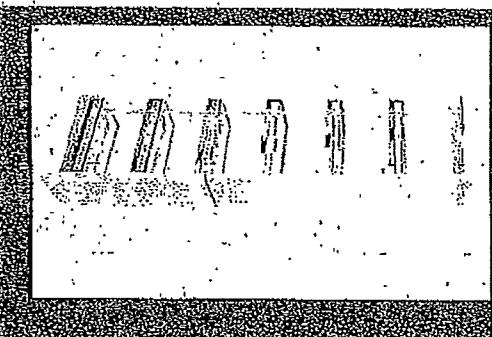
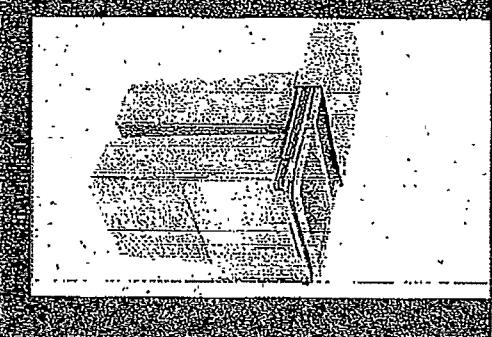
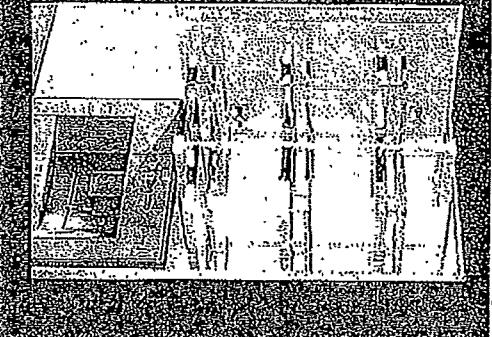
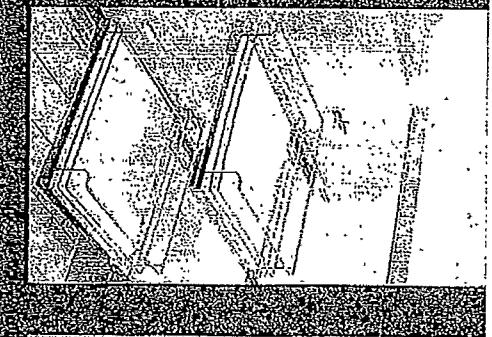
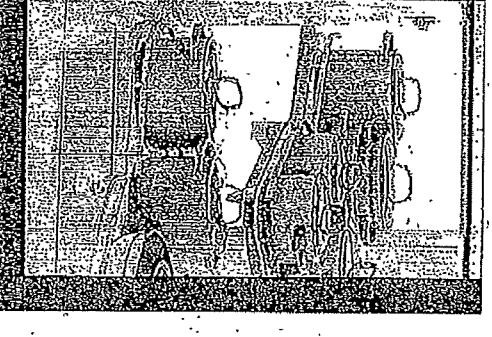
www.abey.com.au/

Luz Gooseneck Pull-Out Mixer

Elegant Flat Lever
Includes Pull-Out
Quality Chrome Finish
WELS Rating:
4 Star Flow Rate 7.6L/min

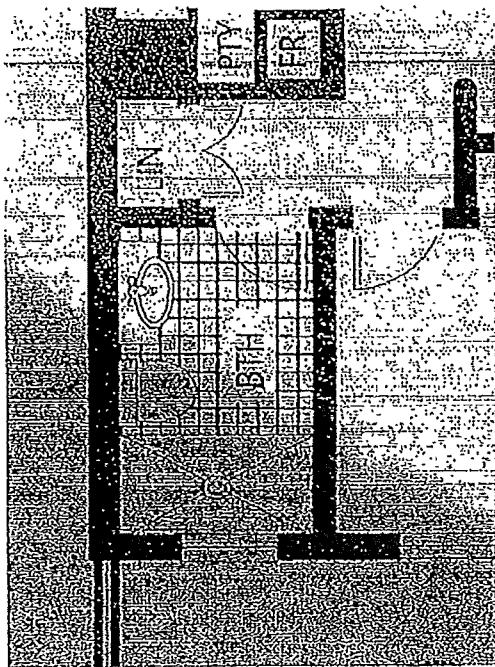
Evolution Compact
Garbage Disposal

The Evolution Compact® garbage disposal is perfect for small households and houses with restricted cabinet space.

Dispenser Pantry with ClickFixx arena classic	
Material Base: AntiSlip coating Finish: Brilliant White Load capacity: 100	Waste bin: Hideaway compact range
internal cabinet height 1200-1600 mm 1600-2000 mm 1900-2300 mm	Pantry Pull-Out pantry unit, front pull-out, arena classic
For cabinet width width ≥ 260 mm mm width ≥ 360 mm mm	Internal Pull-Out base unit, front pull-out, arena classic
Number of tray 4, 5, 6	 LeMans II corner unit, arena classic
Dimensions 352 x 488 x 125 mm mm 402 x 488 x 125 mm mm 452 x 488 x 125 mm mm 552 x 488 x 125 mm mm	 Internal Pull-Out base unit, front pull-out, arena classic
Number of trays 3	 LeMans II corner unit, arena classic
Number of trays 3	 LeMans II corner unit, arena classic

Main Bathroom

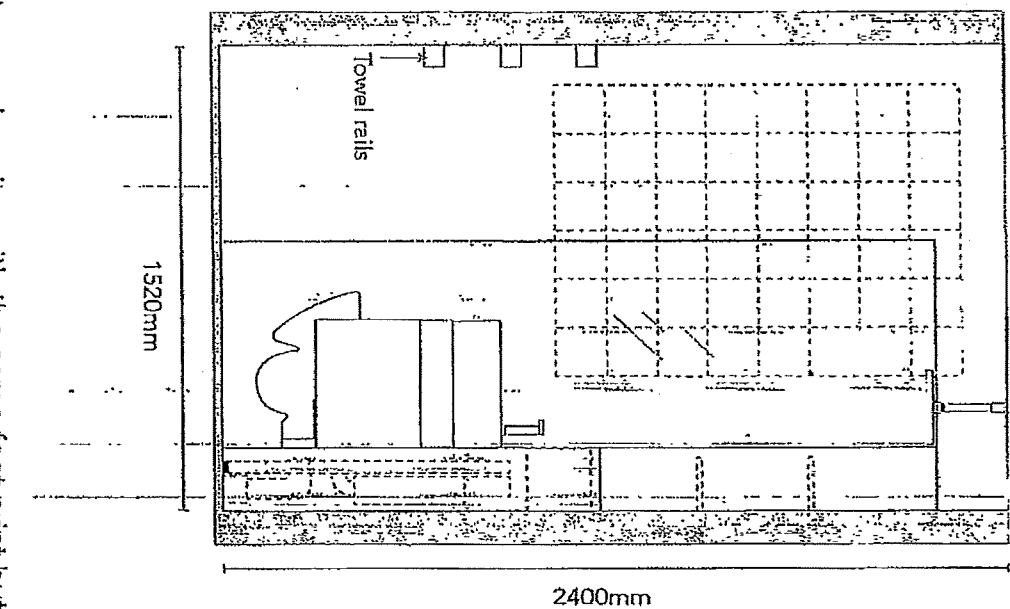
- Plans and description of scope - consent needed
- Builders - agreement on scope needed
- Removal of all tiles, shower glazing, cabinetry, fixtures and fittings, toilet
- Removal of window
- Removal of all rubbish from site
- Replace window with glass blocks - approval needed / Structural Engineers report
- Water proofing - approval needed
- Tile floor and wet areas - approval needed
- Build false walls/cabinetry and install new plumbing, towel rails and cistern
- Install any new wiring
- Tile and Gyproc non wet areas
- Paint where needed
- Install glazing and cabinetry
- Install new electrical items: lights, switches, sockets, extractor fan
- Sign-off on all of above - approval needed

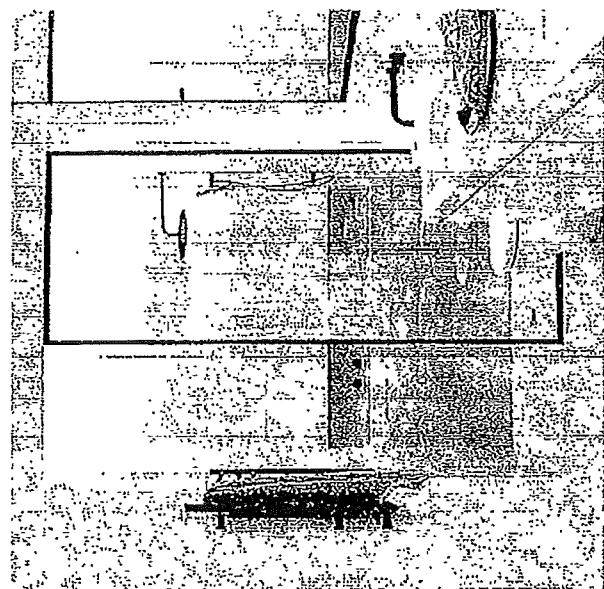


Main bathroom: existing lay-out

Main bathroom: keeping with the same footprint but replace with new, including tiling and water proofing

Looking in from
the entrance





Images are to show similar styling for bathroom

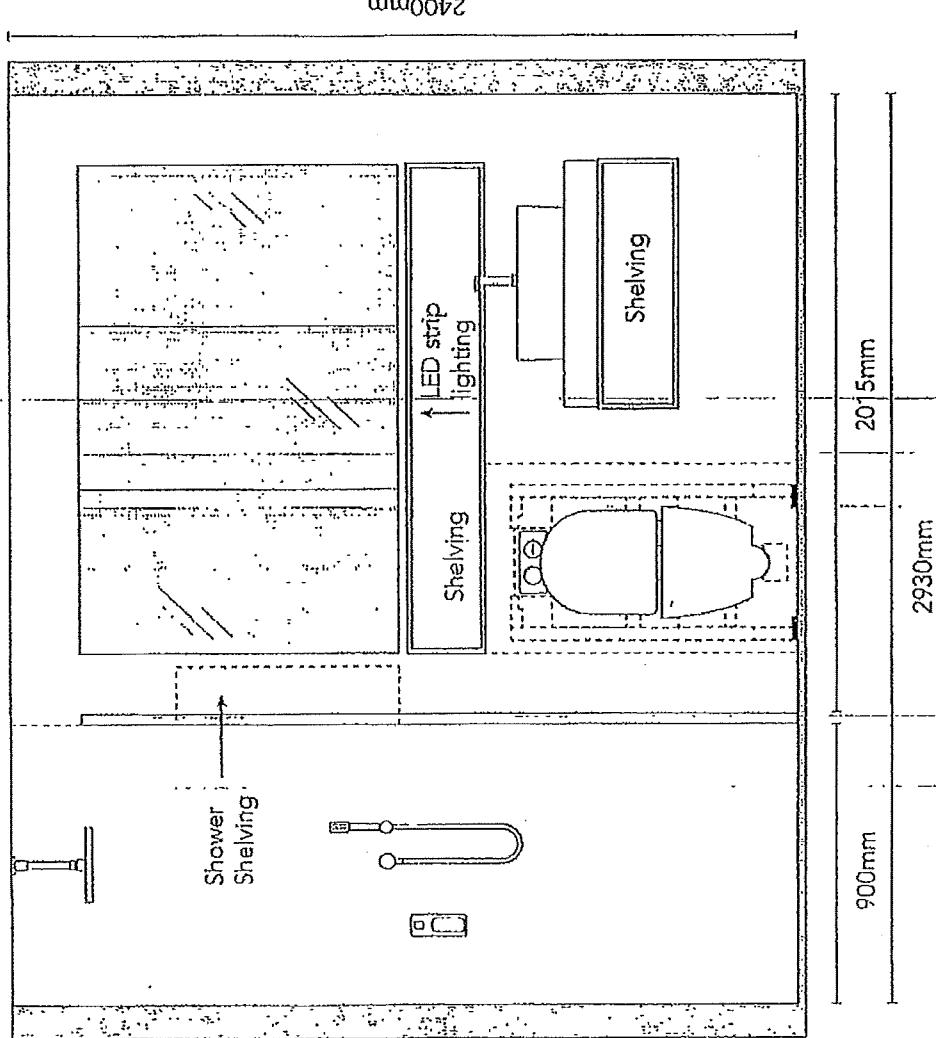


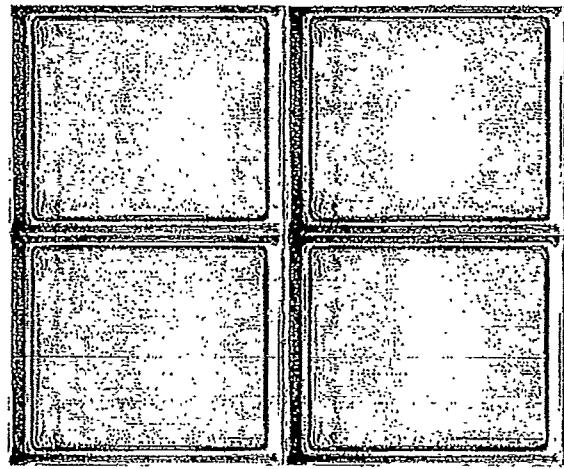
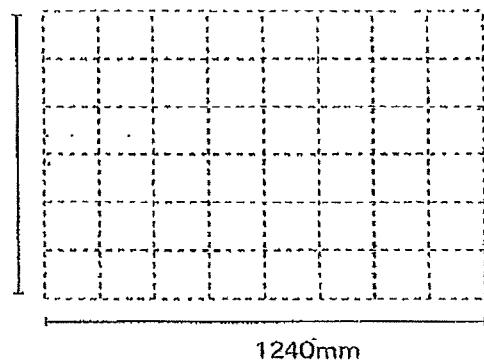
Similar basin shelving



Looking right
from side wall

Main bathroom: keeping with the same footprint but replace with new, including tiling and water proofing





Approval needed, and may need Structural Engineers report

Main bathroom: replacement window with fire rated glass blocks, frosted
looks from bathroom onto own private terrace

Looking in from
the entrance

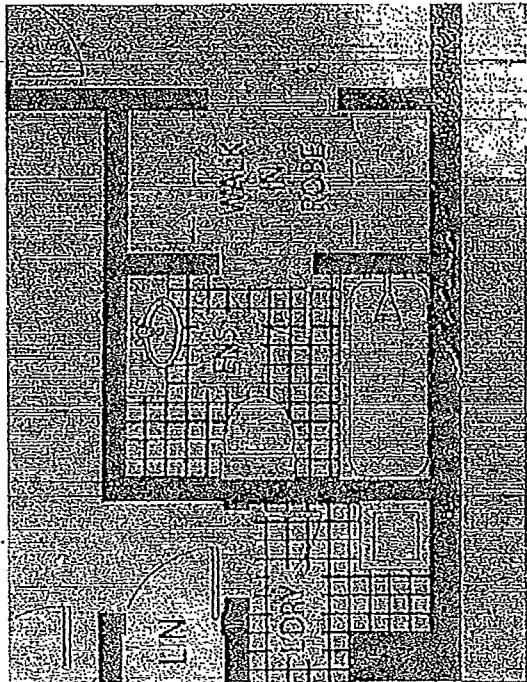


En-suite Bathroom

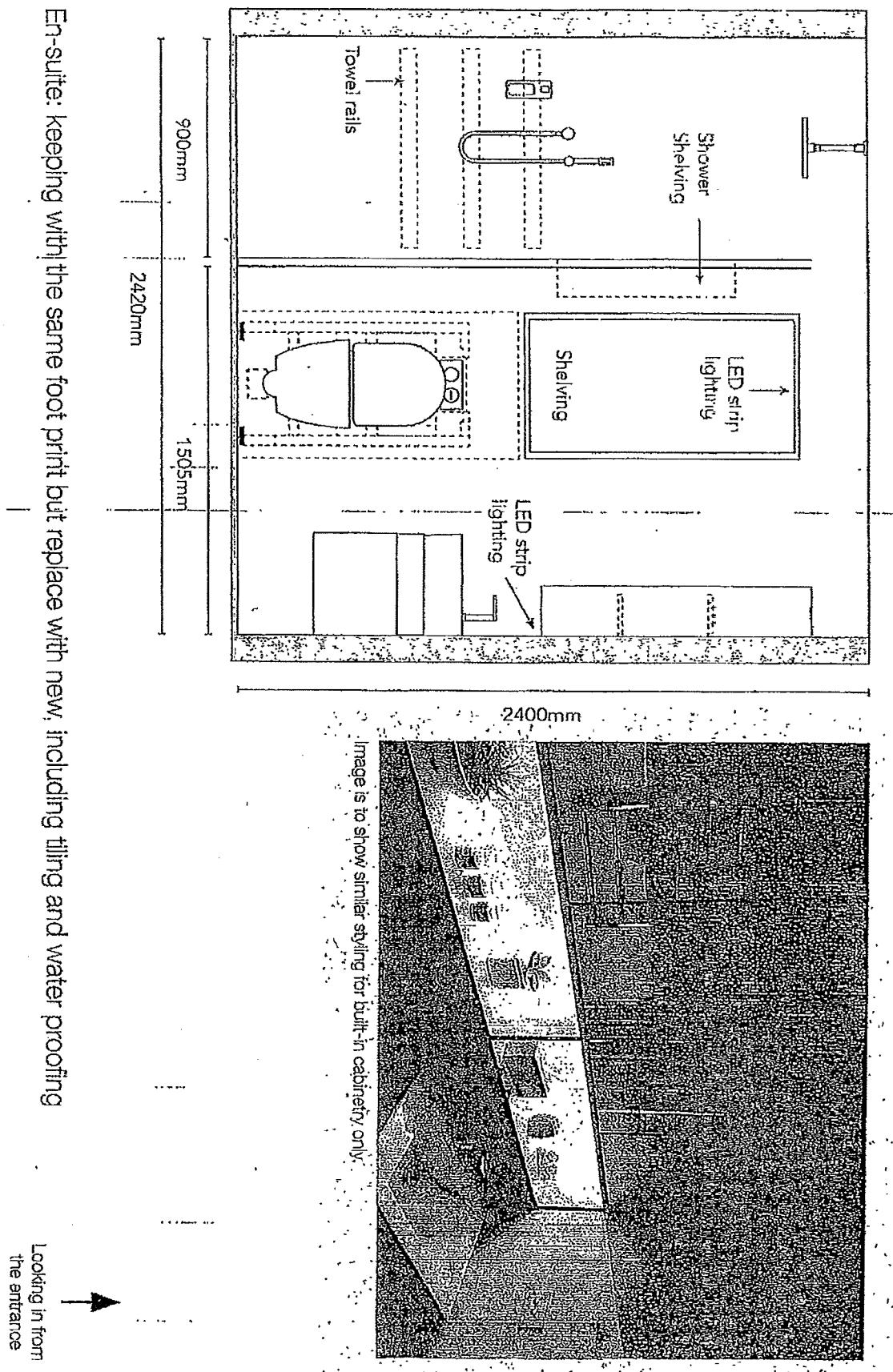
- Plans and description of scope - *consent needed*
- Builders - *agreement on scope needed*
- Removal of all tiles, bath/shower glazing, cabinetry, fixtures and fittings, toilet
- Removal of all rubbish from site

- Water proofing - *approval needed*
- Tile floor and wet areas - *approval needed*

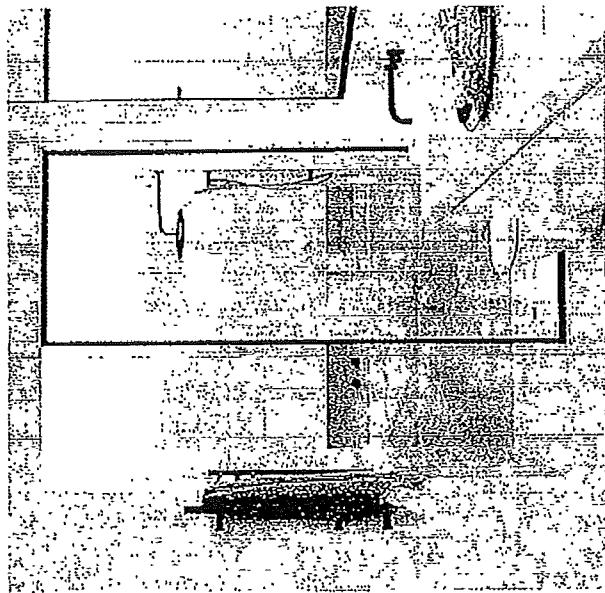
- Build false walls/cabinetry and install new plumbing, towel rails and cistern
- Install any new wiring
- Tile and Gyproc non wet areas
- Paint where needed
- Install glazing and cabinetry
- Install new electrical items lights, switches, sockets, extractor fan
- Sign-off on all of above - *approval needed*



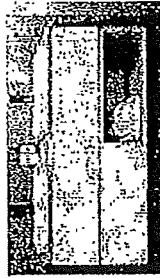
En-suite: existing; lay-out



En-suite: keeping with the same foot print but replace with new, including tiling and water proofing

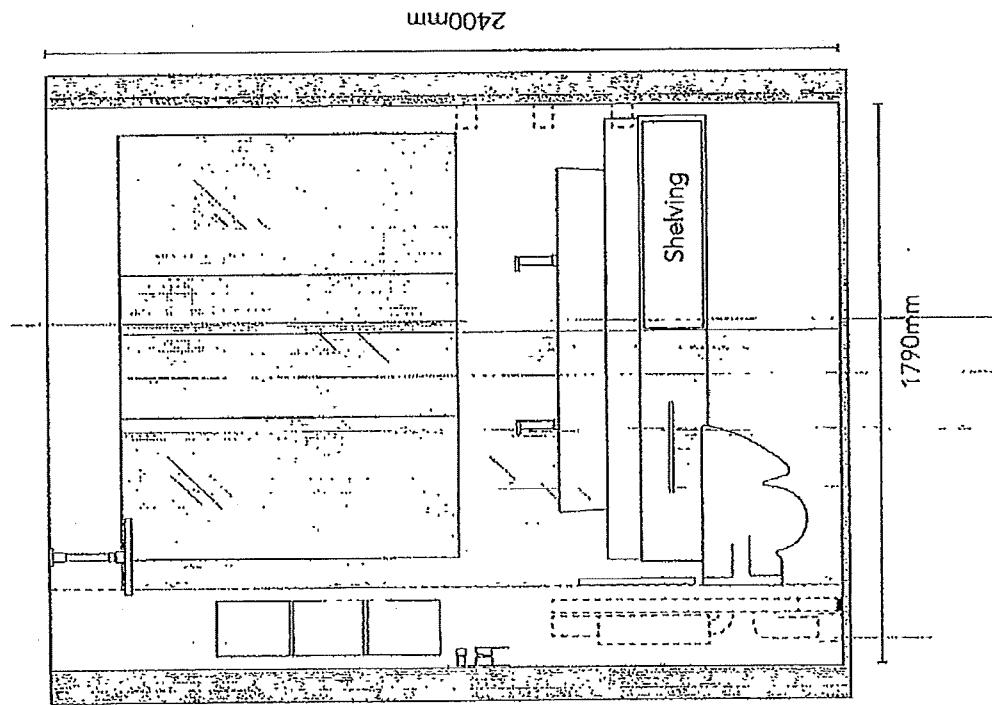


Images are to show similar styling for bathroom



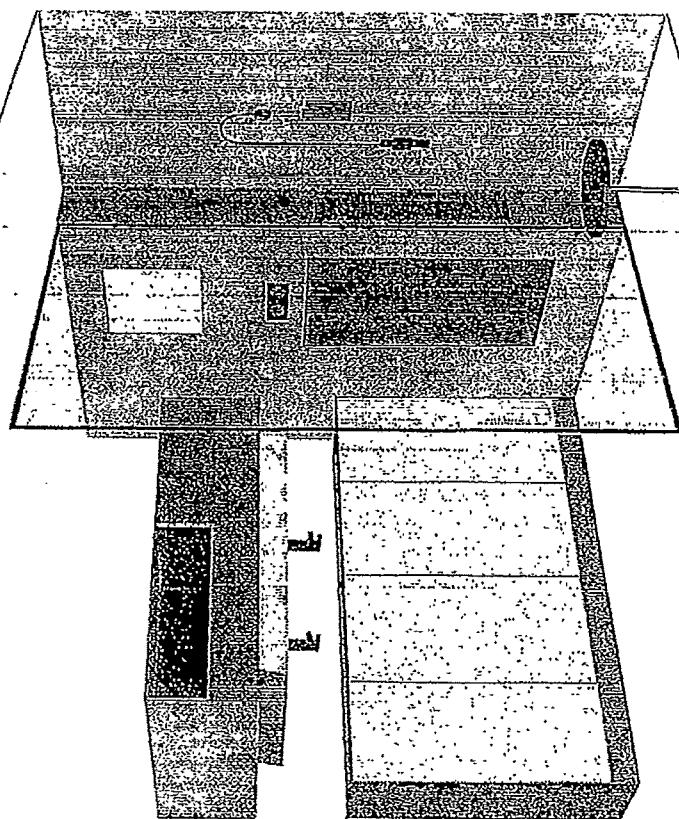
Similar basin and shelving

→
Looking right from
shower wall

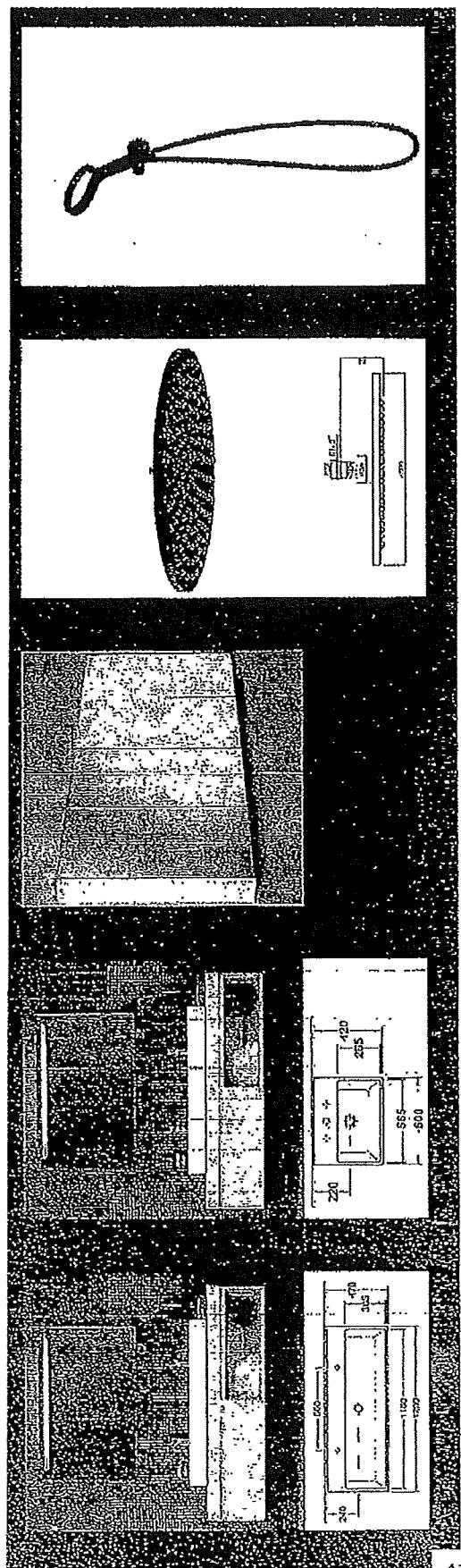


En-suite: keeping with the same footprint but replace with new, including tiling and waterproofing

En-suite: keeping with the same foot print but replace with new, including tiling and water proofing

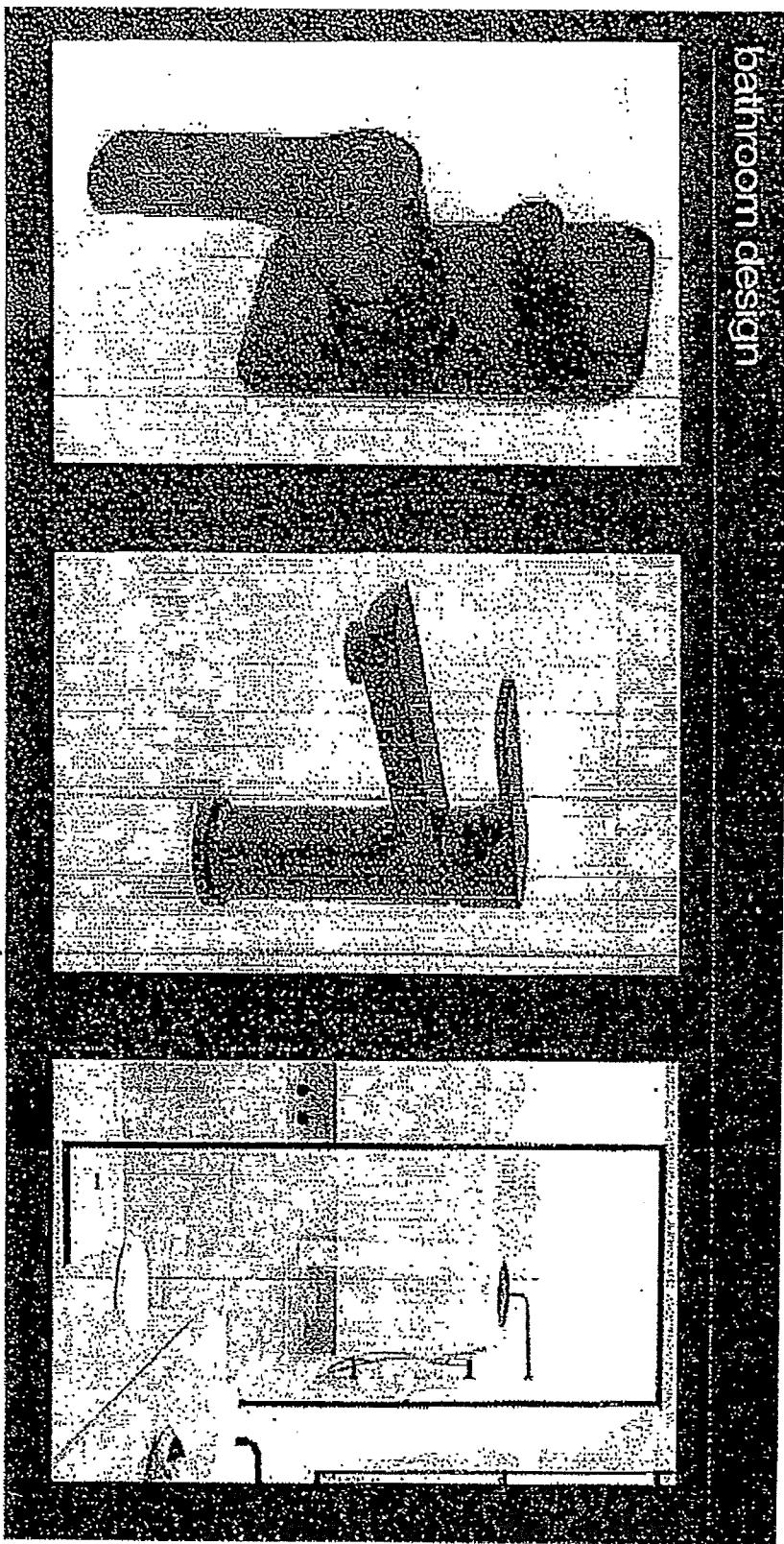


→
Looking right from
shower wall



Memento 1200mm x 470mm Double wash wall mounted basin, fixings supplied. Underside of basin: ground, also suitable for counter top usage. Colour: White Options: Chrome towel rail available, as 1 only or as a pair. Material: Vitreous China Waste: 32mm non-overflow waste (supplied separately). Tapholes: 0 or 2x 1 taphole.	Mizu Drift 1500mm x 120mm Multi 4-door mirror cabinet. (600, 700, 800, 900, 1000mm) H Features: Full mirrored front with melamine sides. Wall mount or semi recess. Three fully adjustable toughened glass shelves. Colour: White Gloss, White Satin. Material: Vitreous China Waste: 32mm non-overflow waste (supplied separately). Tapholes: 0 or 2x 1 taphole.	300 ABS Overhead Shower Matte Black 300mm dropper	Methven Aio Handshower Matte Black	Methven Aio Handshower Matte Black More like standard shape as below
--	---	--	--	---

bathroom design



Caroma Urbane Bath /
Shower Mixer with Diverter
Black

7daysplumbing.com.au

Caroma Urbane Basin Mixer
Black

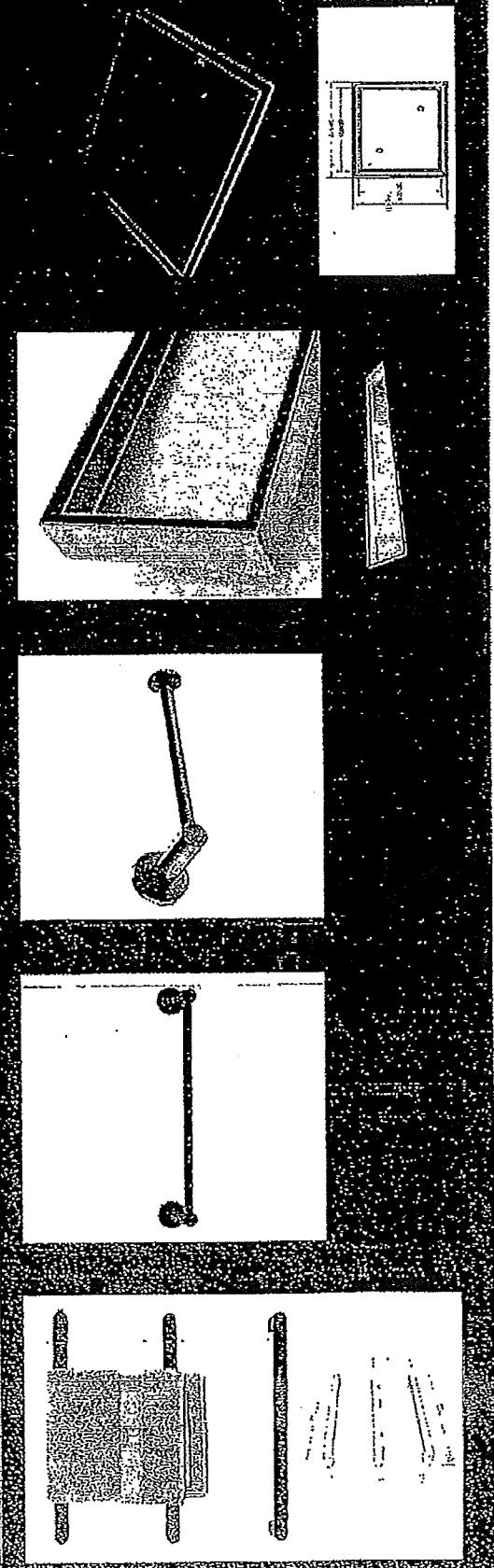
7daysplumbing.com.au

Matt Black framed
shower glass

7daysplumbing.com.au

bathroom design

period / modern



Milli Pure
300 Guest Towel Rail.
Black
(Each) Black
reece.com.au

Mizu Drift
Straight Toilet Roll Holder.
Matte Black
reece.com.au

Bermuda 115 x 100mm
115mm x 100mm

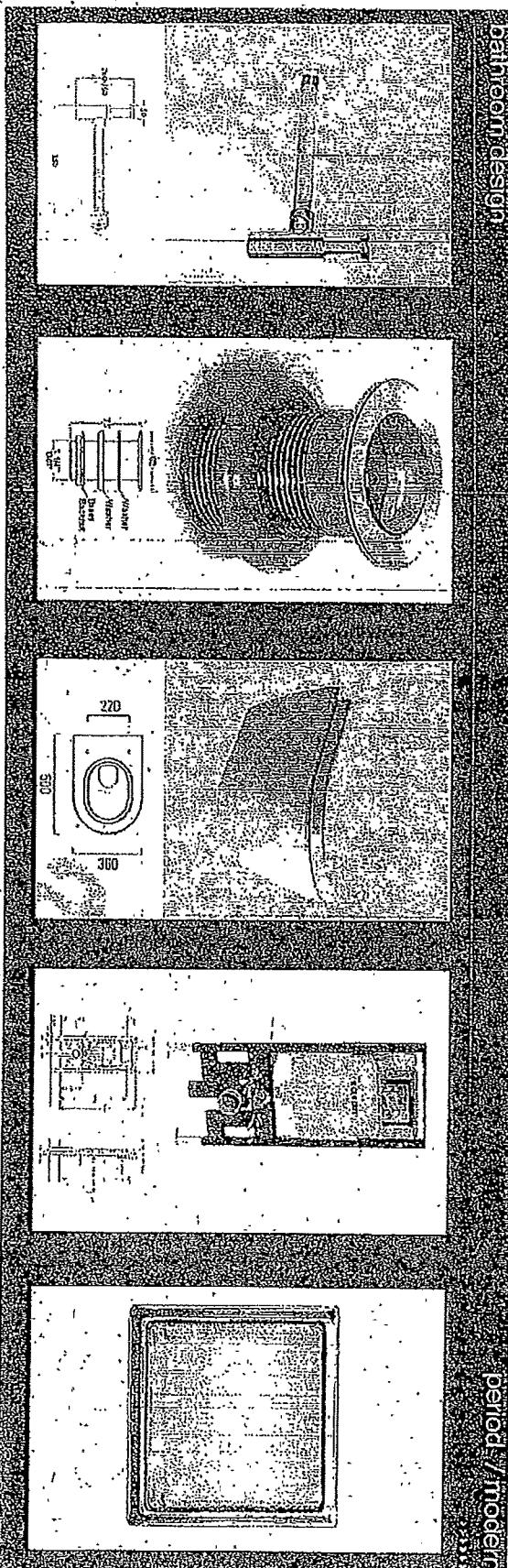
Features: A 100mm strainer
is supplied.

Finish: Chrome, Black,
Chrome, Satin Chrome,
Polished Brass, Gold Plate
Options: 600-3000mm.
Longer lengths also required
on request.

Finish: Stainless Steel

Bathrooms & Showers

period / modern

**Bottle Trap Round**

32-40mm

PVC adapter

Features: 32-40mm

320mm Pop-Up Waste

32mm

PVC adapter

Features: 32-40mm

Finishes: Polished Chrome, Satin Chrome, Satin Nickel, Gold Plate

Finishes: Chrome (Brodware

are currently expanding their special finishes range, please contact Candana for further info on these finishes)

Pura Compact Wall Mounted

500mm x 360mm x 220mm

Pura Wall Mounted Toilet

Pan by Astra Walker includes soft close seat. Dimensions: 50x36cm

SIGMA8 DuoFix Concealed

Cistern with Frame

500mm x 1140mm x 90mm

Installation type: In-wall,

stud 90mm

WELS rating: 3 Star (6/3L)

or 4 Star (4.5/3L)

Pan type: Wall hung,

suits all major brands

Pressure: 1.0-1.000Kpa

Operation: Mechanical

Front Flush*

La Rochere fire rated

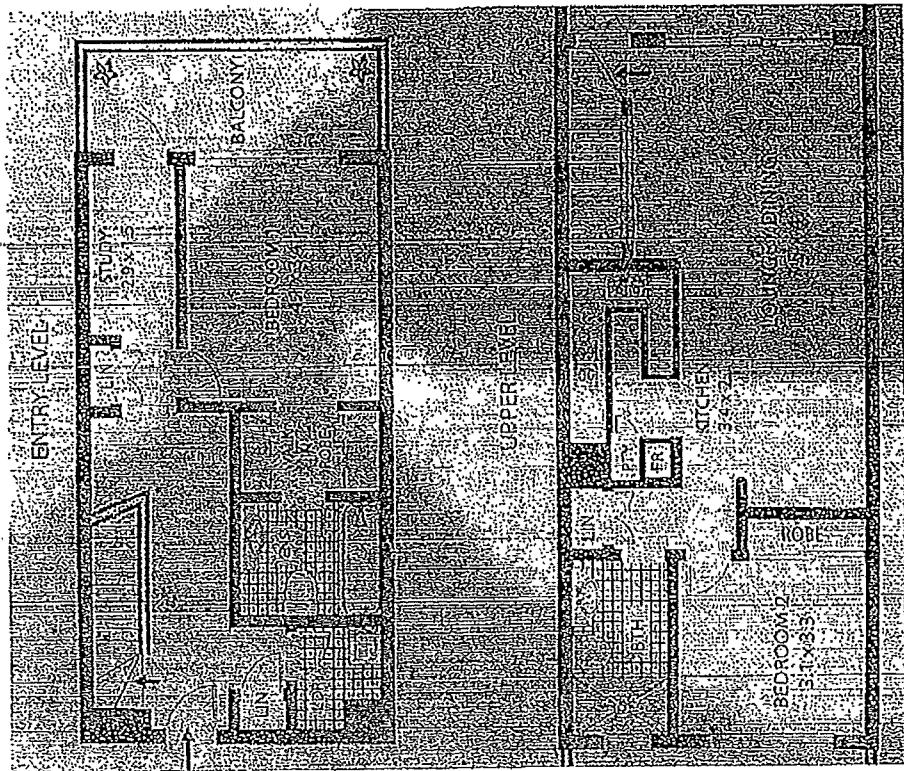
glass blocks

La Rochere Glass Blocks are the highest quality French made glass blocks with a wide range of patterns and

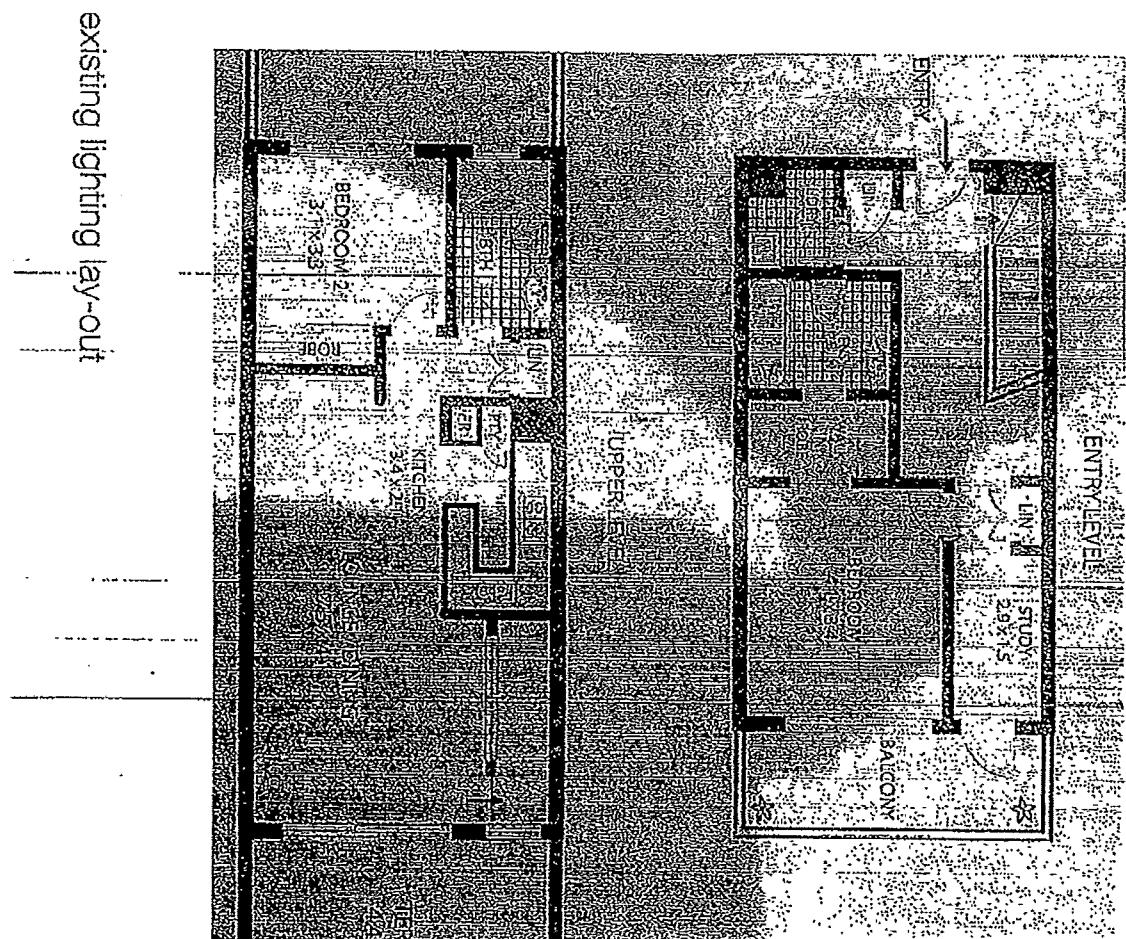
feature blocks offering a solution for every glass block project. From fire rated glass block walls to trafficable glass block pavers, there is no limit to what can be achieved using these blocks.

* Separate service access required with pneumatic buttons

- Window frames re-colouring
 - Plans and description of scope - consent needed
 - Builders - agreement on scope needed
- Clean down all windows and frames
 - Re power-coat all frames
 - Sign-off on all of above - approval needed

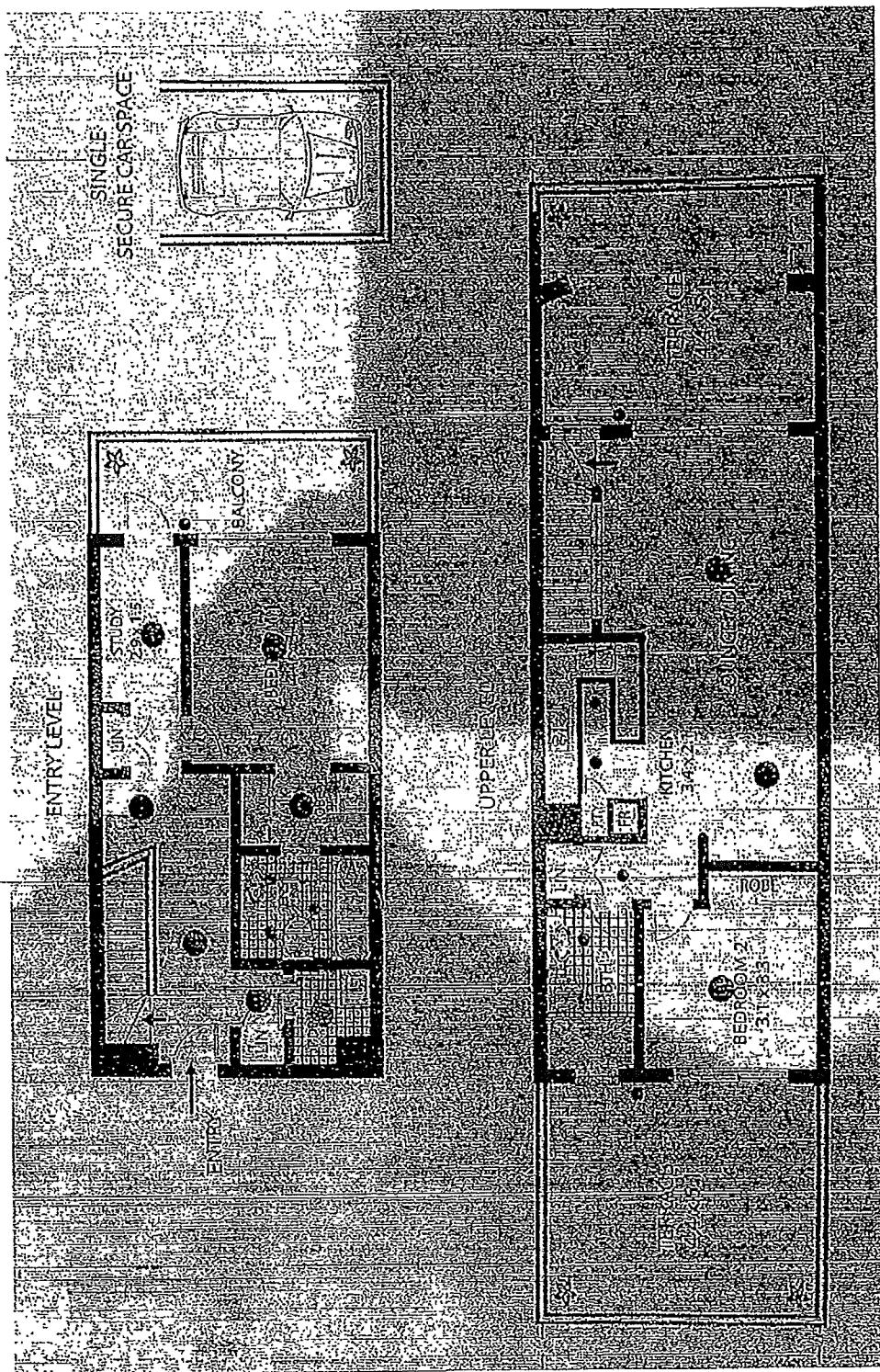


Window frames: re coating the aluminum window frames



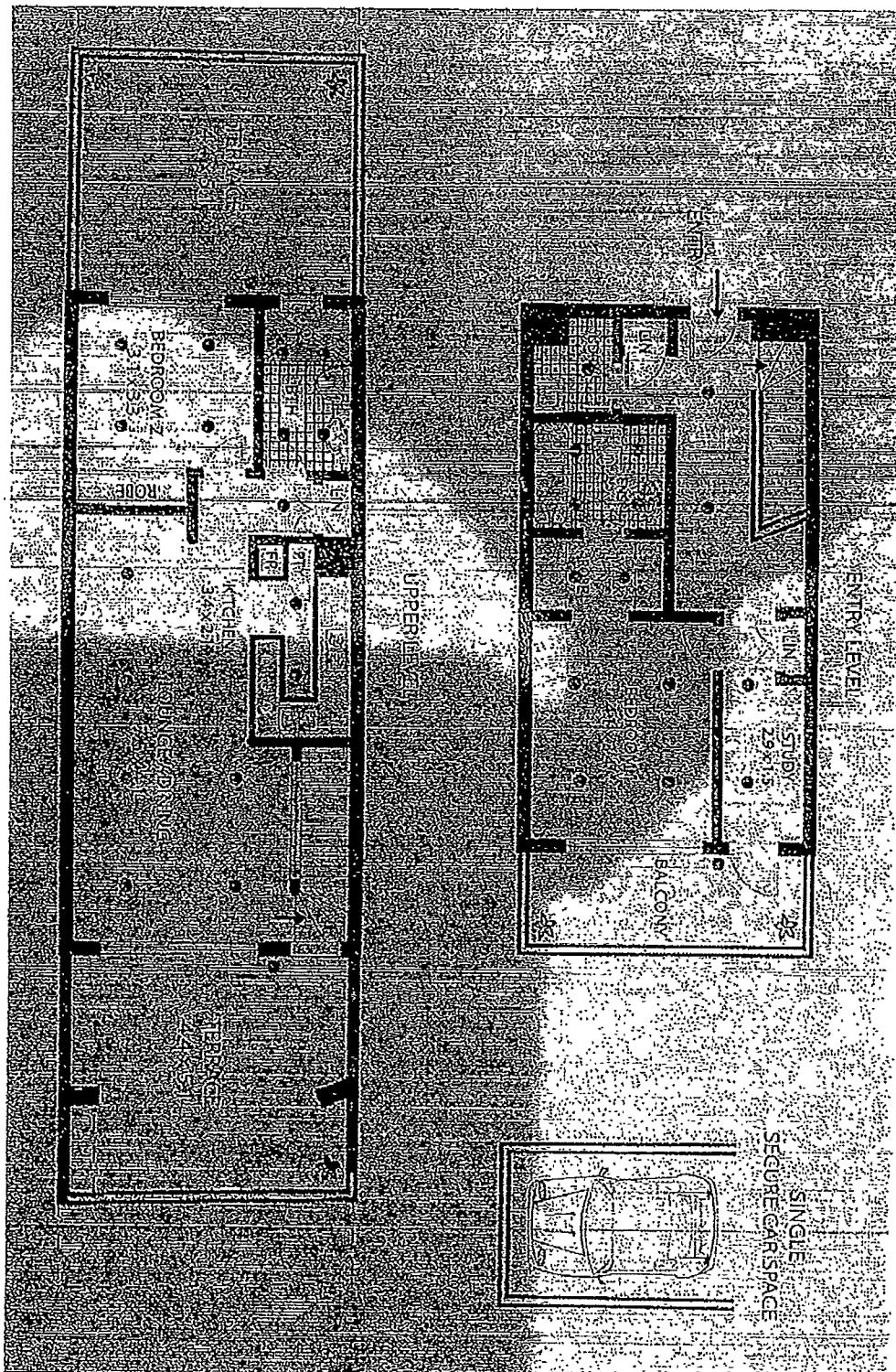
existing lighting lay-out

- Lighting, switches, sockets and new wiring (ie data cables)
- Plans and description of scope - consent needed
- Builders - agreement on scope needed
- Removal all old fixtures and fittings
- Removal of all rubbish from site
- Install new LED dimmable ceiling recessed lighting
- Install new wiring
- Install new light switches, sockets and data ports
- Paint where needed
- Sign-off on all of above - approval needed



existing lighting lay-out

New LED down lighting positions. Kitchen includes 3 hanging LED lights (green)



The common seal of the Owners – Strata Plan No 71897 was affixed on

19/3/2018 in the presence of:

Signature(s):

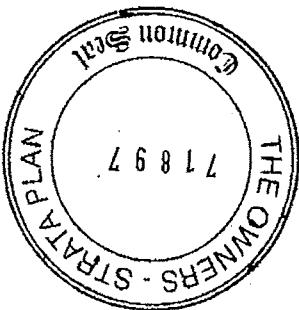
Name(s): MINI DINH

Being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015
to attest the affixing of the seal.



94 of 94

Created 2016



period has been expired.

the initial period and when the common property title does not have a notification indicating the initial

3. This certificate is required to accompany any document which proposes action not permitted during

2. Any inapplicable parts should be struck through.

1. This form must be provided in its entirety as shown above.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

* Insert appropriate date
* Strike through if inapplicable.

Signature: Name: Authority:

Signature: Mimi Dinh Name: Authority: STRETTA MANAGER

allies the affixing of the seal.

presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to

The seal of The Owners - Strata Plan No 71897 was affixed on a 19th March 2018 in the

* The original proprietor owns all of the lots in this strata scheme and any purchaser under an

existing lodgement for the purchase of a lot in this scheme has consented to my plan or detailing

* That the initial period has expired.

The owners corporation certifies that in respect of the strata scheme:

Certificate re Initial Period

Approved Form 10

AN 211137

FILM WITH

Form: 15CH
Release: 2.0

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



AQ418751U

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

(A) TORRENS TITLE

For the common property

CP/SP71897

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500	CODE
1W	Reference: 4772	CH

(C) The Owners-Strata Plan No. 71897 certify that a special resolution was passed on 8/4/2020

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 25

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Annexure "A".

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"

(G) The seal of The Owners-Strata Plan No. 71897 was affixed on 14th Sept 2020 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: MINI DINH

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1702

Page 1 of 190





Schleimes Management Act 2015 to attest the affixing of the seal.
being the person authorised by Section 273 of the Strata
Name: MIAMI DIAH strata manager

Signature: *Mia*

The Commission Seal of the Owners - Strata Plan No. 71897
was affixed on the ~~4th~~ day of September 2020 in the presence of

25-33 Allen Street, Waterloo

Consolidated By-Laws - Strata Plan No. 71897

ANNEXURE "A"

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By-Law 1 Noise

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

By-Law 2 Vehicles

- (a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation;
- (b) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property;

By-Law 3 Obstruction of common property

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

By-Law 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

By-Law 5 Damage to common property

- (a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation;
- (b) An approval given by the owners corporation under subclause (a) cannot authorise any additions to the common property;
- (c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (i) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
 - (ii) any screen or other device to prevent entry of animals or insects on the lot; or

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the

By-Law 10 Laundry items

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

By-Law 9 Depositing rubbish and other material on common property

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

By-Law 8 Behaviour of invitees

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

By-Law 7 Children playing on common property in building

By-Law 6 Behaviour of owners and occupiers - REPEALED

- (iii) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (c) that forms part of the common property and that services the lot, or structure referred to in subclause (c) that forms part of the common property and that services the lot and
- (ii) maintain and keep in a state of good and serviceable repair any installation or such locking or safety device, screen, other device or structure referred to in subclause (c) that forms part of the common property and that services the lot, or structure referred to in subclause (c) that forms part of the common property and that services the lot, and
- (e) Despite section 62, the owner of a lot must:

- (d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (v) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (iv) any sign to advertise the activities of the occupier of the lot if the owners corporation has specific locations for such signs and that sign is installed in the specific locations; or
- (iii) any structure or device to prevent harm to children, or

parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

By-Law 11 Cleaning windows and doors

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

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

By-Law 12 Storage of inflammable liquids and other substances and materials

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

By-Law 13 Moving furniture & objects and common property - REPEALED

By-Law 14 Flooring coverings

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

By-Law 15 Garbage disposal

- (a) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (i) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered; and
 - (ii) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable

By-Law 16 Keeping of animals (option B) - REPEALED

- contravene any relevant law applying to the disposal of such waste.
- Subclause (c) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (d) Subclause (c) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (ii) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (i) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
- (c) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste;
- (b) Subclause (a) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (vi) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (v) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier; and
- (iv) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (i);
- (iii) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
- material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

By-Law 17 Appearance of lot

- (a) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (b) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-Law 18 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

By-Law 19 Preservation of fire safety

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

By-Law 20 Prevention of hazards

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

By-Law 21 Provision of amenities or services

- (a) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (i) Security devices;
 - (ii) Promotional services;
 - (iii) Advertising;
 - (iv) Commercial cleaning;
 - (v) Domestic services;
 - (vi) Garbage disposal and recycling services;
 - (vii) Electricity, water or gas supply;

By-Law 22 Controls on hours of operation and use of facilities - REPEALED

- (c) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service;
- (b) Telecommunications services (for example, cable television).

Special By-Law 1 Exclusive use of car spaces

1.3 Car Parking Spaces

Subject to clause 1.2 and the terms of these By-Laws, the Owner of certain Lots have the exclusive use of car spaces (**Parking Areas**) shown in Annexures "A", "B" and "C" and described in the following table. The Lots and the respective Parking Areas for which exclusive use is granted are shown on the following table:

Lot Number	Parking Area
Lot 92	AA
Lot 91	BB
Lot 53	CC
Lot 87	DD
Lot 88	EE
Lot 89	FF
Lot 90	GG
Lot 27	HH
Lot 52	JJ
Lot 50	KK
Lot 49	LL
Lot 48	MM
Lot 12	NN
Lot 51	OO
Lot 11	PP
Lot 5	QQ
Lot 6	RR
Lot 76	SS
Lot 10	TT
Lot 9	UU
Lot 3	VV
Lot 4	WW
Lot 8	XX
Lot 7	YY
Lot 2	ZZ

(b) in accordance with a special resolution.

(a) With the written consent of the Owner or Owners for the time being of the lot or lots in respect of which the right of exclusive possession has been granted; and

This By-Law is made pursuant to Division 4 of the Act. The Owners Corporation may make, amend or repeal this By-Law only:

1.5 Amendment and Repeal

(iii) recover the costs of carrying out such work from the Owner;

(ii) enter upon any part of the Parking Area to carry out such work; and

(i) carry out all work necessary to perform that obligation;

Corporation may:

(g) if an Owner fails to comply with any obligation under this By-Law, the Owners

use; and

an Owner must indemnify the Owners Corporation against any loss or damage which may be suffered as a result of an Owner or Occupier's rights of exclusive

(e) an Owner will be liable for any damage caused to any part of the Building as a result of it falling to properly observe the terms of exclusive use and shall make good that damage immediately after it has occurred;

(d) an Owner must maintain and keep the Parking Area clean and tidy at all times and in a state of good repair (however this does not impose on an Owner any obligation to effect structural repairs);

(iii) permit it to be used in any way so as to constitute a nuisance or annoyance;

(ii) leave any rubbish on it; or

(i) wash or repair any vehicle;

(c) an Owner or Occupier must not use a Parking Area for any purpose other than to park and unload vehicles and, without limitation, must not:

(b) a Parking Area may only be used by Owners and Occupiers;

(a) an Owner or Occupier may park no more than 1 motor car, motorbike, station wagon or light van in a Parking Area;

The terms on which exclusive use of Parking Areas is granted to Owners are:

1.4 Conditions

1.6 Definitions

In these By-Laws unless the context otherwise requires:

Act means the Strata Schemes Management Act 1996.

Building means the buildings and improvements on the land at 25-33 Allen Street, Waterloo NSW 2017.

By-Laws means the by-laws created under this document as amended, added to or rescinded from time to time.

Lot means a lot within the Strata Scheme.

Occupier means a lessee, licensee, Occupier or mortgagee in possession of a Lot.

Owner means:

- (a) the registered proprietor for the time being of a Lot; or
- (b) if the Lot is subdivided or re-subdivided, the Owner for the time being of the new lot.

Owners Corporation means the owners corporation created on registration of the Strata Plan accompanying these By-Laws.

Strata Scheme means strata scheme registered number 71897.

1.7 Interpretation

In these By-Laws unless the context otherwise requires:

- (a) a reference to a person includes an individual, firm, corporation, unincorporated association, joint venture and an authority;
- (b) a reference to a person includes a reference to that person's executors, administrators, successors in title and assigns;
- (c) a reference to a thing includes the whole or each part of it;
- (d) where a person bound consists of 2 or more persons, these By-Laws benefit and bind them jointly and severally;
- (e) the singular includes the plural and vice versa;
- (f) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (g) a document includes any variation or replacement of it;
- (h) a reference to time is a reference to Sydney time;

- (i) a law ordinance or code includes regulations and other instruments under it and consolidations amendments re-enactments or replacements of them;
- (j) 'include' or 'including', when introducing an example or list of things, does not limit the example or list to the example or list used or referred to; and
- (k) headings are only used for convenience and do not affect interpretation.

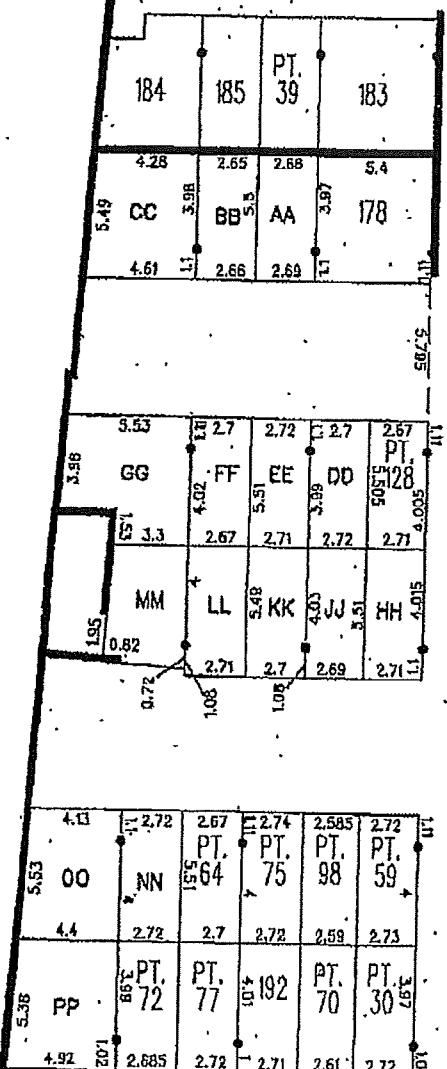
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ANNEXURE "A"

PLAN

SHOWING AREAS FOR EXCLUSIVE USE
WITHIN STRATA PLAN
Nos. 25-33 ALLEN STREET
WATERLOO

L.G.A. SOUTH SYDNEY
1:250



PART BASEMENT 1

AA	DENOTES AREA FOR EXCLUSIVE USE OF LOT 92
BB	DENOTES AREA FOR EXCLUSIVE USE OF LOT 91
CC	DENOTES AREA FOR EXCLUSIVE USE OF LOT 53
DD	DENOTES AREA FOR EXCLUSIVE USE OF LOT 87
EE	DENOTES AREA FOR EXCLUSIVE USE OF LOT 88
FF	DENOTES AREA FOR EXCLUSIVE USE OF LOT 89
GG	DENOTES AREA FOR EXCLUSIVE USE OF LOT 90
HH	DENOTES AREA FOR EXCLUSIVE USE OF LOT 27
JJ	DENOTES AREA FOR EXCLUSIVE USE OF LOT 52
KK	DENOTES AREA FOR EXCLUSIVE USE OF LOT 50
LL	DENOTES AREA FOR EXCLUSIVE USE OF LOT 49
MM	DENOTES AREA FOR EXCLUSIVE USE OF LOT 48
NN	DENOTES AREA FOR EXCLUSIVE USE OF LOT 12
OO	DENOTES AREA FOR EXCLUSIVE USE OF LOT 51
PP	DENOTES AREA FOR EXCLUSIVE USE OF LOT 11

RYGATE & COMPANY PTY. LIMITED



SURVEYORS, TOWN PLANNERS

ROAD & DRAINAGE ENGINEERS

81 YORK STREET, SYDNEY 2000

ACN 001 204897

ABN 61 001 204897

FAX 02 626843

PHONE 02 6268200

WHERE SHOWN THIS BOUNDARY IS
TO CENTRE OF FACE OF COLUMN

DATE 4/12/2003

REF. 68933

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DATE 4/12/2003

D&AE

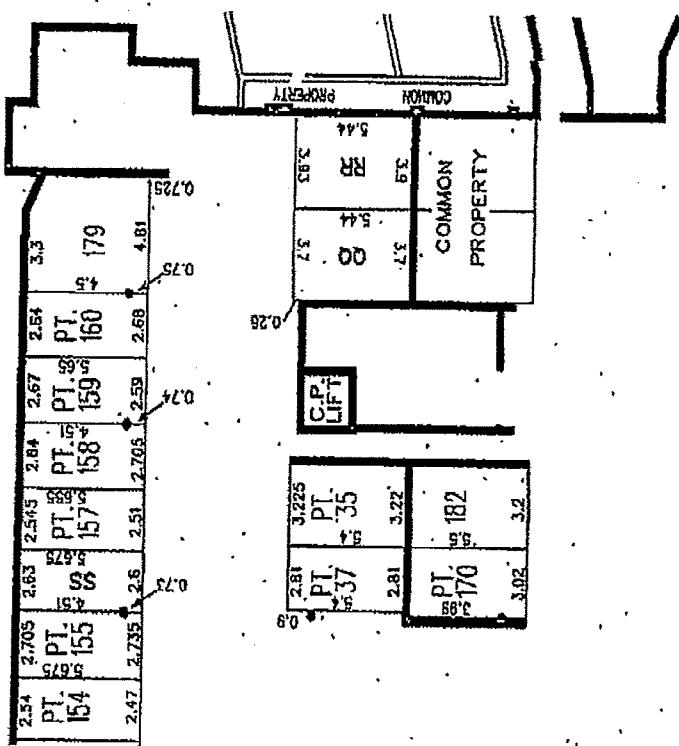
SURETAS TWIN PLANNERS
ROB & DAWNNE STRUMPFERS
41 MARK STREET STEPHENSONS
TORONTO, ON M5J 2C9
TEL: 416-595-6630
FAX: 416-595-6631

RYGATE & COMPANY PTY. LIMITED

WHERE SHOWN THIS BOUNDARY IS TO CENTRE OF FACE OF COLUMN

RENDON DENOTES AREA FOR EXCLUSIVE USE OF LOT 5
RENDON DENOTES AREA FOR EXCLUSIVE USE OF LOT 6
RENDON DENOTES AREA FOR EXCLUSIVE USE OF LOT 76

PART BASEMENT 1



L.G.A. SOUTH SYDNEY 1:250

WA1ERL60

SHOWING AREAS FOR EXCLUSIVE USE
WITHIN STRATA PLAN
NOS. 25-33 ALLEN STREET
WATERLOO

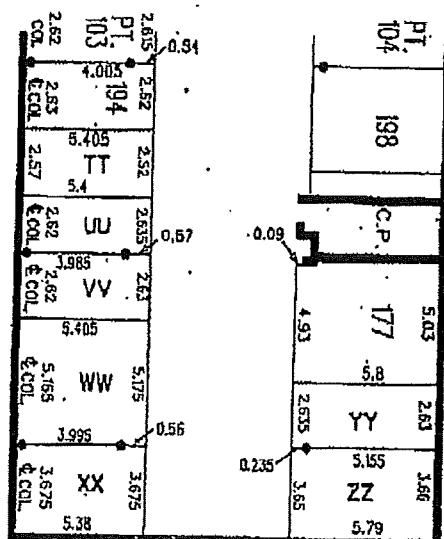
PLAN ANNEXURE "B"

PLAN

ANNEXURE "C"

SHOWING AREAS FOR EXCLUSIVE USE
WITHIN STRATA PLAN
Nos. 25-33 ALLEN STREET
WATERLOO

L.G.A. SOUTH SYDNEY
1:250



PART BASEMENT 2

TT	DENOTES AREA FOR EXCLUSIVE USE OF LOT 10
UU	DENOTES AREA FOR EXCLUSIVE USE OF LOT 9
VV	DENOTES AREA FOR EXCLUSIVE USE OF LOT 3
WW	DENOTES AREA FOR EXCLUSIVE USE OF LOT 4
XX	DENOTES AREA FOR EXCLUSIVE USE OF LOT 8
YY	DENOTES AREA FOR EXCLUSIVE USE OF LOT 7
ZZ	DENOTES AREA FOR EXCLUSIVE USE OF LOT 2

RYGATE & COMPANY PTY. LIMITED



SURVEYORS, TOWN PLANNERS
ROAD & DRAWDRAVE ENGINEERS
81 YORKSTREET, SYDNEY 2000
ACN 001 204697
ABN 81 001 204697

PHONE 02 862 6800

ACN 001 204697

FAX 02 821 6343

DATE 4/12/2003

REF. 68933

- (a) An owner or occupier who does not comply with the terms of this by-law shall reimburse the Owners Corporation for any costs incurred as a direct result of that breach (including the attendance of the fire brigade to false callouts).
- (b) Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation to require that payment.
- (c) Any payment required from an owner or occupier may be recovered in a Court of Tribunal of competent jurisdiction as a debt.
- (d) The Owners Corporation may levy a payment as a charge on an owner of a lot by serving written notice of the charge payable by that owner on that owner.

Owners Obligations

- (a) The power to issue the invoice imposed by the fire brigade to the owner or occupier who (in the Owners Corporation reasonable opinion) is responsible for the false alarm for payment within 14 days of issuing such invoice.
- (b) The power to investigate a false alarm and decide (in its reasonable opinion) who is responsible for the false alarm;
- (c) the power to recover costs incurred from owners or occupiers who or by their invitees and contractors in breach of this by-law activate the smoke detection system in the building resulting in a false alarm call-out of the fire brigade; and
- (d) the power to issue the invoice imposed by the fire brigade to the owner or occupier who (in the Owners Corporation reasonable opinion) is responsible for the false alarm for payment within 14 days of issuing such invoice.

The Owners Corporation shall have the following additional powers authorities and duties and functions:

(a) the authority to receive reports from the fire brigade on the cause or nature of any call-out in response to a smoke detector alarm;

(b) the power to investigate a false alarm and decide (in its reasonable opinion) who is responsible for the false alarm;

(c) the power to recover costs incurred from owners or occupiers who or by their invitees and contractors in breach of this by-law activate the smoke detection system in the building resulting in a false alarm call-out of the fire brigade; and

(d) the power to issue the invoice imposed by the fire brigade to the owner or occupier who (in the Owners Corporation reasonable opinion) is responsible for the false alarm for payment within 14 days of issuing such invoice.

Powers of the Owners Corporation.

The owners and occupiers must not engage in any activity (including but not limited to cooking) on a lot or on the common property that causes a smoke detector in the building to activate when there is no emergency.

Special By-Law 3 Fire Brigade Call Outs

The owners and occupiers of residential, commercial and retail lots must obtain written consent from the executive committee under this by-law to erect, maintain and/or display external signage from within their respective lots.

Special By-Law 2 Residential / Commercial / Retail Signage

- (e) The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law 4 Fire Safety

In this by-law, "Fire Safety Equipment" shall mean all equipment, cabling, entrance door locksets, signs, hoses, extinguishers, sprinklers or any other item or fixture relating to fire alarms or fire safety.

- (a) The owner or occupier of a lot shall be responsible to keep all Fire Safety equipment within or adjoining the lot in a clean condition and in good working order at all times.
- (b) The owner or occupier of a lot must ensure that the lot complies with all laws and regulations from time to time relating to the lot in respect of fire alarms and fire safety.
- (c) The owner or occupier of a lot must comply with the terms of any written notice issued by the Owners Corporation in relation to this by-law within the time specified in such notice.
- (d) in the event of default by any owner or occupier of a lot in compliance with a notice issued by the Owners Corporation as set out above, the Owners Corporation shall be entitled to enter upon the lot with all necessary materials and equipment at all reasonable times and on reasonable notice and carry out any work which the Owners Corporation in its discretion considers reasonable to comply with the said notice.
- (e) The power to recover costs incurred from owners or occupiers who or by their invitees and contractors are in breach of this by-law in a Court or Tribunal of competent jurisdiction as a debt.
- (f) The Owners Corporation may levy a payment as a charge on an owner of a lot by serving written notice of the charge payable by that owner on that owner.
- (g) The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law 5 Caretakers Agreement

The Owners Corporation in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to appoint and enter into an agreement with the Caretaker to provide for the caretaking and or cleaning of the building which agreement may provide for:

- (a) a term of [*] years;

Restricted Use of the Common Property

An owner or occupier of a lot must comply with a determination referred to in this by-law.

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

- (b) interfere with or obstruct the caretaker, using any part of the common property designated by the Owners Corporation for use by the caretaker.

or

- (a) interfere with or obstruct the caretaker from performing the caretakers duties under any agreement referred to in this by-law;

A registered owner or occupier of a lot must not

Instruction of caretaker

At the expiration of any agreement entered into under this by-law, the Owners Corporation may enter into a further agreement consistent with the terms of this by-law.

- (g) anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners Corporation.
- (f) arbitration of disputes between the Owners Corporation and the caretaker; and
- (e) control and supervision of the common property;
- (d) the supervision of any employees or contractors of the Owners Corporation;
- (c) the provision of services to registered owners or occupiers of the building;
- (b) the cleaning, caretaking, security, supervision and service of, access to, and use of the common property and any personal property vested in the Owners Corporation and for the general repair, maintenance, renewal or replacement of that property;