(e) ensure the installation is carried out and completed in a proper and workmanlike manner and to the satisfaction of the Owners Corporation and general building standards and specifications and in compliance with the requirements of every relevant Government Agency;
(f) repair any damage caused to the Common Property or any other Lot at the time of installation and upon removal of the unit;
(g) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant;
(h) comply with any Rules or requirements determined by the Owners Corporation in respect of such air conditioning, including any proposed replacement of it.

This By-Law 14.2 does not apply to air conditioning units installed by the Developer.

15. BALCONIES, COURTYARDS & LOT GARDENS

15.1 (**Balcony items**) a Planter boxes, plants, landscaping, and occasional furniture ("**Furniture**") may be kept on the balcony of a Lot provided:
(a) it is of a high quality and finish and in keeping with the aesthetic and appearance of the Building;
(b) is or a type or material designated or approved by the Owners Corporation;
(c) does not interfere with any other Owner or Occupier;
(d) does not cause damage to a Lot or Common Property;
(e) if plants, they do not exceed the height of the balustrade of the balcony or courtyard or other height designated by the Owners Corporation'
(f) any plants which are visible from outside the Strata Scheme are well maintained and are healthy;
(g) the Furniture is properly maintained and kept clean, tidy and in good condition at all times; and
(h) the Furniture is safely secured to prevent movement due to adverse weather conditions.

15.2 (**Removal of Furniture**) An Owner or Occupier must remove Furniture from their balcony or courtyard if the Furniture:
(a) does not comply with the provisions of By-Law 15.1;
(b) is unsightly, visibly offensive or not in keeping with the aesthetic and appearance of the Building; or
(c) has or may cause damage to a Lot, Common Property or any other part of the Building.

15.3 (**Restrictions on Balcony**) Except as permitted by these By-Laws, an Owner or Occupier must not hang or place any laundry, clothing, towels, bedding, wind chimes, decorations, surfboards, or bicycles on the balcony, courtyard or garden areas of a Lot.

15.4 (**Gardens and landscaped areas**) If a Lot includes a garden area or landscaped area, the Owner or Occupier of that Lot must, at its expense:
(a) maintain that garden area or landscaped area in a neat and tidy condition and free from litter;
(b) ensure that the garden area or landscaped area is maintained in a manner consistent with the original landscaping of the garden area or landscaped area forming part of that Lot or as the Owners Corporation otherwise reasonably directs; and
(c) ensure that:
(i) any dead plants are promptly replaced;
(ii) plants are watered so as not to damage or cause water seepage to Common Property or adjoining Lots; and
(iii) a mechanical watering system is not installed to planters.

15.5 (**Watering**) When watering any landscaping on a balcony or terrace Owners and Occupiers:
(a) must ensure that no water enters or damages any other Lot or Common Property;
(b) must comply with any watering times designated by the Committee from time to time;
(c) shall be responsible for and must repair any damage caused by the Owner or Occupier in respect to any watering or over-watering; and

(d) a mechanical watering system must not be installed to planters unless such system was installed prior to resignation of these By-Laws or with the consent of the Owners Corporation.

15.6 (**Barbeques**) An Owner or Occupier may store and operate a portable barbeque on the balcony or courtyard of its Lot, providing it is:

(a) a covered gas or electric barbeque that is not affixed to any part of the Lot or Common Property or of a type of barbeque otherwise approved by the Owners Corporation.
(b) kept covered when not in use; and
(c) kept clean and tidy.

15.7 (**No enclosures**) An Owner or Occupier may not install any screens, blinds or mesh or enclose their balcony, courtyard, or garden except with the prior written consent of the Owners Corporation.

16. OTHER OBLIGATIONS ON THE OWNER OR OCCUPIER

An Owner or Occupier must:

(a) keep their Lot in a state of good and serviceable condition and repair;
(b) properly maintain, repair and where necessary, replace an installation or alteration made under the By-Laws which services its Lot (whether or not it made the installation or alteration);
(c) not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis;
(d) not cause damage to any plants or landscaping within the Strata Scheme and shall adopt a general duty of care in the maintenance and watering of plants in landscaped areas adjacent to and in the vicinity of their Lot;
(e) comply with all Easements or laws affecting their Lot including, without limitation, requirements of any Government Agencies;
(f) obtain any necessary consents from the Owners Corporation and any Government Agencies before altering the appearance or structure of their Lot in any way;
(g) not erect, construct, place or permit to remain on the Common Property any television radio or other electronic antenna or device without the prior written consent of the Owners Corporation;
(h) ensure all doors and windows to any Lot are securely fastened on all occasions when the Lot is left unoccupied and the Owner or Occupier of a Lot grants the right to the Owners Corporation and any agent of the Owners Corporation to enter and fasten any doors or windows if left insecurely fastened when a Lot is left unoccupied;
(i) not interfere with security or surveillance equipment in or about the Strata Scheme or do anything that might prejudice the security or safety of the Building;
(j) not waste water and must ensure that all water taps on the Owner's or Occupier's Lot and/or on the Common Property are promptly turned off after use;
(k) not use the water closets, conveniences and other water apparatus including water pipes and drains in each Lot and the Common Property for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances may be deposited in them. Any costs or expenses resulting from damage or blockage to such water closets, convenience, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Owner of the relevant Lot;
(l) not directly instruct nor interfere with the business or property of any managers, caretakers, contractors or workmen employed by the Owners Corporation, or Strata Manager unless so authorised by the Owners Corporation, or Strata Manager; and
(m) not install a security alarm with an audible signal unless the prior written consent for the Owners Corporation.

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17. FIRE, HEALTH & SAFETY REGULATIONS IN THE STRATA SCHEME

An Owner and Occupier:

(a) must ensure that reasonable action has been taken to prevent fires and other health or safety hazards;

(b) must provide access at such day and time nominated by the Owners Corporation for inspection of fire safety equipment within the Lot (including the fire rated entry door compliance plate) and, if applicable, reimburse the Owners Corporation for any additional expense it incurs if such access is not provided at the nominated time;

(c) must take all due care to ensure that fire, security, health and safety regulations are adhered to and must comply with the regulations of the Government Agencies;

(d) must ensure their Lot is kept free of vermin and pests and shall employ pest exterminators at their own expense as and when required;

(e) must ensure that only clean and unpolluted water shall be discharged into the stormwater drainage system and that liquid wastes shall be discharged to the sewer in accordance with the requirements of Government Agencies;

(f) must give to the Owners Corporation prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Owners Corporation will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs as deemed necessary for the safety and preservation of any Lot as often as may be necessary; and

(g) must, in the event of any infectious disease which may require notification by virtue of any law affecting any person in any Lot give, or cause to be given, notice thereof and any other information which may be required relative thereto to the owners Corporation and must pay to the Owners Corporation the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease;

(h) must permit a representative or agent of the Owners Corporation access to their Lot on prior notice of at least 1 day to undertake annual fire inspections;

(i) must not interfere with or obstruct access to the fire safety equipment or fire escapes;

(j) must not keep flammable material on or about any area of its Lot designated as storage space or a car space;

(k) must not cut openings in doors within or on the boundary of a Lot used to access Common Property without the prior consent of the Owners Corporation;

(l) must not do anything either within the Lot or Common Property that may create a hazard or danger to an Owner, Occupier or Invitee of another Lot.

18. DAMAGE TO COMMON PROPERTY

18.1 (**No fixtures to Common Property**) An Owner or Occupier 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 as permitted by these By-Laws or with the prior written approval of the Owners Corporation.

18.2 (**Works**) Approval can be given by the Owners Corporation for minor matters under By-law 18.1, but the Owners Corporation cannot authorise any mater that are in the nature of Works and approvals for such Works must be sought in accordance with By-law 19.

18.3 (**Permitted matters**) Subject to the provisions contained in By-law 18.4, this By-law 18 does not prevent an owner or Occupier arranging and/or installing:

(a) any locking device for the protection of the Lot against intruders or to improve safety within the Lot; or

(b) any device used to affix decorative items to the internal surfaces of walls within the Lot.

18.4 (**Security installations**) An Owner must ensure that any such device referred to in By-law 18.3(a):

(a) is to be installed in a competent and workmanlike manner; and

(b) is maintained, kept in a state of good repair and replaced from time to time as necessary at the expense of the Owner or Occupier; and

(c) where any damage is caused to any part of Common Property (including Lot entrance doors) by the installation, replacement or removal of such device, is repaired by the Owner or Occupier at their own expense; and
(d) must comply with any applicable fire safety standards.

18.5 (**Repair**) An Owner or Occupier must repair and/or provide compensation to the Owners Corporation for any damage to Common Property caused either by the Owner or Occupier, an Invitee or any other person or contractor doing work in the Strata Scheme at the request of the Owner or Occupier.

18.6 (**No interference**) An Owner or Occupier must not interfere with or damage Common Property or remove or damage the equipment or belongings of the Owners Corporation unless with the prior consent of the Owners Corporation.

19. BUILDING WORKS

Purpose of By-law

(1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Building Works within an Owner's Lot which affects, impacts, enhances, improves and / or adds value to the Owner's Lot and/or the Common Property, and affects the Common Property and/or impact on an Owner or Occupier of a Lot.

(2) This by-law puts an Owner on notice as to how Building Works should be performed within a Lot and the Common Property.

(3) This by-law distinguishes between different types of Building Works, namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the scheme.

Request made to carry out Building Works constitutes consent to conditions of by-law

(4) The Owner upon making a request to carry out Building Works on and in their Lot, and on so much of the Common Property as is necessary, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Building Works

(5) Where any Building Works were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Building Works undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Building Works.

Building Works authorised under this by-law do not confer special privileges or rights to Common Property

(6) The Building Works covered under this by-law require the written consent as specified under this by-law, and does not confer special privileges to keep the Building Works on the Common Property, nor does it confer any rights to exclusive use of the Common Property.

(7) The Owners Corporation may at any time request the removal of an item installed under this by-law (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the Common Property affected by the item installed under this by-law.

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CONDITIONS

The Application Process

(i) Cosmetic Works

(8) Where an Owner of a Lot intends to carry out Cosmetic Works, no notice need be given to the Owners Corporation and no consent is required.

(9) Any Cosmetic Works undertaken by an Owner shall be the Owner's responsibility and the Owner must repair and maintain the Cosmetic Works undertaken as required from time to time.

(ii) Minor Renovations

(10) Where an Owner intends to carry out Minor Renovations within a Lot, the Owner must obtain the prior written approval of the Strata Committee of the Owners Corporation.

(11) The Owner must submit an application in writing to both the strata managing agent and the Secretary of the Strata Committee of the Owners Corporation.

(12) The application must be made in accordance with **Annexure A** to this by-law "Application **To Perform Building Works**" prior to such Minor Renovations being approved by the Strata Committee of the Owners Corporation (excluding Cosmetic Works which require no notification and no consent).

(13) The Strata Committee must within 21 days from receipt of the application approve or reject the application of the Owner.

(14) Where the Strata Committee rejects the application, it must provide reasons to the Owner in writing. (15) If the Strata Committee does not respond to the application within 21 days, approval is deemed to be
granted pursuant to the conditions in this by-law

(16) The Strata Committee may request clarification, further information and/or certification in respect of any Minor Renovations proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.

(17) An Owner must not commence any Minor Renovations on their Lot or the Common Property until such information, clarification and/or certification (as may be required by the Strata Committee of the Owners Corporation) is provided and approved.

(iii) Major Renovations and Building Works that require any local or statutory authority consent

(18) Where an Owner intends to carry out Major Renovations within a Lot, or where any Building Works require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Building Works, a Common Property Rights By-law for Lot Building Works must be passed at general meeting of the Owners Corporation pursuant the Act (or any subsequent legislation) and must be registered on the Common Property Certificate of Title of the Owners Corporation.

(19) The Owner must also submit an application in accordance with **Annexure A** to this by-law, along with the proposed Common Property Rights By-law for Lot Building Works for approval of the Owners Corporation.

(20) If structural works are required, provide a certificate by a duly qualified structural engineer (and/or by any other necessary specialised consultant, such as a hydraulics or acoustic consultant) addressed to the Owners Corporation, that certifies that the Major Renovations, if undertaken in accordance with the plans and specifications provided to the Owners Corporation, will not affect the structural integrity or amenity of the Building or any part of it.

(21) If an architect or other design consultant is involved, then the nature and scope of the Building Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the Common Property Rights By-law for Lot Building Works.

(22) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of any Common Property Rights By-law for Lot Building Works.

(23) The Owners Corporation may refuse to execute any document relating to the registration of this by-law or local authority development application documents until such time as the Owner pays those costs.

Building Works Items List

(24) The Owners Corporation is empowered to create and implement a "**Building Works Items List**" as outlined in **Annexure B** to this by-law, which categorises the different types of Building Works as described in this by- law, which will be authorised pursuant to the conditions in this by-law.

(25) The Strata Committee of the Owners Corporation may amend this Building Works Items List from time to time by ordinary resolution.

Lot Register of Building Works

(26) A "**Lot Register of Building Works**" shall be kept by the strata managing agent and an Owner of a Lot is responsible to ensure that the strata managing agent is notified of all Building Works undertaken on a Lot and that all Building Works be included and updated on the Lot Register.

Conditions Applicable to all Minor Renovations or Major Renovations

(i) Hours of Works

(27) The Owner must perform the Building Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

(ii) Compliance with Codes

(28) The Owner when performing the Building Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(29) The Owner when performing the Building Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Building Works are undertaken.

(iii) Bond

(30) The Owner must, if required by the Owners Corporation, provide a bond, bank guarantee or other form of security as required by the Owners Corporation for an amount of not more than $5000.00 as security for the Building Works to be carried out and which Bond must be returned by the Owners Corporation after deduction of any amounts drawn from it when the Building Works have been completed to the satisfaction of the Owners Corporation.

(iv) Building Works involving Floor Coverings

(31) Where the Building Works comprise or include works to floors (including the installation or replacement or replacement of carpet, tiles, timber or hard surface flooring other than floor space comprising a kitchen, laundry, lavatory or bathroom), ensure that the part of the Building Works relating to floor finishes complies with **By-law 40 – Floor Works**.

General Conditions

(32) The Owner must ensure that duly licensed and insured contractors complete the Building Works in a proper and workmanlike manner.

(33) The Owner must ensure that any party engaged to carry out the Building Works is briefed on requirements as detailed in this by-law.

(34) Prior to commencing the Building Works, the Owner must provide the Owners Corporation with the estimated duration of the Building Works and must ensure that Building Works are completed with three (3) calendar months from commencement of Building Works.

(35) Building Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their Occupiers and owners.

(36) The Owner must keep all areas of the building outside their Lot clean and tidy throughout the performance of the Building Works.

(37) The Owner must ensure that no building materials are stored on Common Property without the permission of the Owners Corporation.

(38) The Owner must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.

(39) Work inside the Lot must only occur when the door between the Lot and the Common Property is completely closed.

(40) The Owner must ensure that the corridor serving the Lot is protected from dust, noise and damage for the duration of the Building Works.

(41) The Owner must ensure that any carpeted area is protected by the use of floor protection and kept clean during any Building Works.

(42) The Owner must repair promptly any damage caused or contributed to by Building Works, including damage to the property of the Owners Corporation and the property of the Owner or Occupier of another Lot in the strata scheme.

After Completion of the Building Works

(43) Immediately upon completion of the Building Works, the Owner must restore all other parts of the Common Property affected by the Building Works as nearly as possible to the state they were in immediately before the Building Works.

(44) Upon completion of the Building Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) any documents or requisite certificates reasonably required by the Owners Corporation relating to the Building Works and the occupation of the Lot.

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Owner's Enduring Obligations

(i) Maintenance and Repair

(45) Where an Owner undertakes any Building Works under this by-law, the Owner of a Lot must, at the Owner's cost, properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.

(46) If the Owner removes the Building Works or any part of the Building Works undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the Common Property to its original condition.

(ii) Liability and Indemnity

(47) Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the Common Property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and

(d) liability under ***section 122 (6)*** of the ***Strata Schemes Management Act 2015*** in respect of repair of the Common Property attached to the Building Works.

(48) To the extent that ***section 106 (3)*** of the ***Strata Schemes Management Act 2015*** is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Building Works performed under this by-law.

(49) The Owner upon undertaking the Building Works:

(a) must apply the proceeds of any claim against the contractor who carried out the Building Works or its insurer towards (or by way of reimbursement) the repair or completion of the Building Works;

(b) acknowledges the Owners Corporation may at its option make and conduct any claim against the contractor who carried out the Building Works or its insurer; and

(c) must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By- Law 19 including legal expenses and the expenses of any building consultant or engineer appointed by the Owners Corporation.

(iii) Repair of Damage

(50) The Owner must, at the Owner's expense, make good any damage to the Common Property caused as a result of the Building Works no matter when such damage may become evident.

(51) Any loss and damage suffered by the Owners Corporation as a result of making and using the Building Works, including failure to maintain, renew, replace or repair the Building Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

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Breach of By-law

(52) The Owners Corporation reserves the right to replace or rectify the Building Works or remediate any loss or damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

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Annexure A

APPLICATION TO PERFORM BUILDING WORKS

To the Secretary & strata managing agent

I/We the Owner(s) of Lot hereby give notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Building Works to my/our Lot.

1. Detail of Building Work to be undertaken, including type of work, materials to be used, method of installation, and proposed location:

.....
.....
.....

2. Name of Contractor .....
3. Contractor's Licence No.....
4. Details of Contractors All Risks Insurance.....

.....

5. Is Council approval required: Yes/No
6. If yes, has application been made for Development Approval.....
7. Date works intend to start.....
8. Duration of works (Timetable of major components of works).....

.....

9. I have read Building Works Bylaw and acknowledge that no work may commence unless approved in writing as required under the Building Works By-law.

10. I acknowledge that any Building Works undertaken may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.

Signature of Owner.....

Date.....

Received by OwnersCorporation.....

Name & Date.....

*(**Note:** Must use one form for each tradesperson/contractor engaged to undertake Building Works)*

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Annexure B

BUILDING WORKS ITEMS LIST

CATEGORIES OF BUILDING WORKS

The **Building Works Bylaw** puts Owners on notice as to how "Building Works" should be performed within a Lot and the Common Property. This By-law distinguishes between different types of "Building Works", namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the strata scheme. Below is a list of items that have been categorised into the different types of Building Works as described in the **Building Works Bylaw**

Cosmetic Works

(i) Work for the following purposes is prescribed as cosmetic works pursuant to s109 (2) of *Strata Schemes Management Act 2015*:

(a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls

(b) installing or replacing handrails

(c) painting

(d) filling minor holes and cracks in internal walls

(e) laying carpet

(f) installing or replacing built-in wardrobes

(g) installing or replacing internal blinds and curtains ***(Refer to By-law 12 – Window Coverings)***

(ii) Additional Work for the following purposes is prescribed as cosmetic works under this by-law and pursuant to section 109 (4) of the *Strata Schemes Management Act*:

(a) Wallpapering walls and other surfaces within the Lot

(b) Repair and replacement of window and door jambs, locks and handles

(c) Sanding, staining and polishing existing floor boards installed on the Lot ***(Refer to By-law 40 – Floor Works)***

(d) Replacing bathroom, kitchen and laundry tapware or other removable items

Minor Renovations

(i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:

(a) renovating a kitchen

(b) changing recessed light fittings

(c) installing or replacing wood or other hard floors ***(Refer to By-law 40 – Floor Works)***

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(d) installing or replacing wiring or cabling or power or access points

(e) work involving reconfiguring walls (excluding structural or load bearing walls)

(ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:

(a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors ***(Refer to By-law 40 – Floor Works)***

(b) installing a rainwater tank

(c) installing a clothesline

(d) installing a reverse cycle split system air conditioner ***(Refer to By-law 14 – Air-conditioning)***

(e) installing double or triple glazed windows

(f) installing a heat pump ***(Refer to By-law 38 – Hot Water Service)***

(g) installing ceiling insulation

(iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act*:

(a) Installing any other type of air-conditioner/system within the Lot (***Refer to By-law 14 – Air-conditioning)***

(b) Installing false ceilings

(c) Installing security systems / alarms (***Refer to By-law 16 (m) – Other Obligations on the Owner or Occupier)***

(d) Installing fixtures to internal surfaces of Common Property walls

(e) Installing Foxtel or PayTV connection

(f) Installing new plumbing, gas and electrical equipment and services

Major Renovations

(a) Works involving alteration or interference of the structure, support or shelter of the building, including any structural beams and/or props erected to maintain the distribution of the building loads

(b) Works involving removal or addition of any structural elements to the building requiring local authority development approval, including but not limited to, enlarging openings, forming new openings, installing external structures, removal of Common Property walls in whole or in part within a Lot

(c) Works involving changes the external appearance of a Lot, including the installation of an external access ramp

(d) Works involving waterproofing on the Lot, including waterproofing the bathroom, kitchen and/or laundry floors of the Lot or waterproofing the bathroom, kitchen and/or laundry walls located on a common wall within the Lot

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(e) Any works, including Minor Renovations mentioned above, which require consent or development approval of Council and any other Authority.

20. WORK HEALTH & SAFETY

20.1 (**No hazard**) An Owner or Occupier of a Lot must:

(a) not create any hazard that may breach occupational health and safety standards, including occupational health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW) and the regulations pertaining thereto and any replacement or re-enactment of that act or those regulations;

(b) take all necessary precautions when placing furniture or other articles at or near window or balcony balustrades to prevent that furniture or article from failing.

21. DISPLAYING A SIGN OR ADVERTISEMENT

21.1 (**No Lot Signage**) An Owner or Occupier of a Lot must not display, affix or erect a sign, advertisement, notice or poster on:

(a) a Lot visible from outside of the Lot or;

(b) Common Property.

21.2 (**Temporary Signs**) For advertisements such as "For Sale" or "For Lease" signs, that are temporarily erected:

(a) an Owner or Occupier must have the written authority of the Owners Corporation to locate and erect, display or permit to remain such advertisement(s) if the sign is to be located on Common Property;

(b) the Developer, while the Developer is an Owner, does not need the written authority of the Owners Corporation to locate and erect, display or permit to remain such advertisement(s) on any Lot or the Common Property, including an A-frame sign board;

(c) the sign must be properly kept and maintained by the respective Owner or Occupier at their own cost;

(d) the Owner or Occupier must repair any damage caused by the placing or removal of any sing at their own cost;

(e) except in respect of a sign placed by the Developer while it is an Owner, the Owners Corporation may nominate the position (which must be complied with) for the placement of signs, advertisements, notices or posters for the purpose of leasing and sales; and

(f) must be removed within 7 days of a contract for sale or lease (as the case may be) being entered into.

22. KEEPING ANIMALS

22.1 (**No animals except as permitted**) Other than as set out in this By-law 22, an Owner or Occupier of a Lot must not:

(a) bring or keep any animal, bird, fish or reptile (each an "**Animal**") upon the Lot or the Common Property; or

(b) permit an Invitee to bring or keep any Animal on the Lot or the Common Property.

22.2 (**Guide dogs**) Despite any other provisions in these By-laws, an Owner or Occupier may bring or keep, without the consent of the Owners Corporation, a guide dog, hearing dog or other animal to assist to alleviate the effect of a disability if the Owner, Occupier or invitee needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

22.3 (**Certain pets permitted**) Owners and Occupiers may, subject to By-law 22.4:

(a) keep in a Lot one small pet dog or pet cat ("**Pet**"), such Pet must not at full age exceed a weight of 10 kilograms;

(b) with the consent of the Owners Corporation keep a medium or large size dog (being a dog of a breed which at full age, on average, exceeds a weight of 10 kilograms;

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(c) other than as permitted under By-law 22.2, 22.3 (a) or (b), an Owner or Occupier not bring or keep an Animal on a Lot or Common Property without first obtaining the consent of the Owners Corporation at a general meeting or extra ordinary general meeting to keep any other Animal.

22.4 (**Refusal to Keep Pets**) The Owners Corporation must not give an Owner or Occupier consent (and By-law 22.3 does not permit and Owner or Occupier) to keep:

(a) an Animal that is vicious, aggressive, noisy or difficult to control; or

(b) a dog that is not registered under the *Companion Animals Act* 1998 (NSW); or

(c) a dangerous dog or a restricted dog under the *Companion Animals Act* 1998 (NSW).

22.5 (**Control of Pet Owners**) Owners and Occupiers in exercising their rights under this By-law must:

(a) clean up any excretion of such Pet;

(b) ensure that the Pet does not disturb the native birdlife or wildlife on or around the land;

(c) ensure that the Pet does not wander onto another Lot or the Common Property;

(d) ensure such Pet is kept on a leash or otherwise restrained at all times; and

(e) ensure that in keeping such Pet there is no breach of any other By-Law for the Strata Scheme including, without limitation, causing any nuisance to other proprietors or occupiers caused by continuous barking or meowing.

22.6 (**Revocation of rights**) The Owners Corporation may revoke an Owner's or Occupier's right to keep a Pet or Animal under By-Law 22.3 if:

(a) the Owner or Occupier to whom such right is given breaches By-law 22.3 and does not remedy that breach within 14 days of receiving notice from the Owners Corporation or Strata Manager to do so;

(b) the Pet or Animal becomes offensive, vicious, aggressive, noisy or a nuisance; or

(c) the Owner or Occupier breaches a condition made by the Owners Corporation when it gave you consent to keep the Animal; or

(d) the Owner or Occupier keeps a dog which is a dangerous dog or is not registered under the *Companion Animals Act* 1998 (NSW).

23. NAMING THE STRATA SCHEME

The Developer has the right to determine the initial name of the Strata Scheme complex and the Owners Corporation has the sole right and discretion to erect, alter and permit to remain signs on the Common Property, subject to approval by any relevant Government Agency, that show the name designated to the Strata Scheme complex, the address and any directory of the Occupiers.

24. SALE OR LEASING OF LOTS

While the Developer remains an Owner of any Lot, it and its agents may utilise Common Property and any Lot owned by the Developer as a display Lot for the purpose of allowing prospective purchasers or tenants of a Lot to inspect such display Lot and may place a reasonable number of appropriate signs or other advertising and display material in and about such Lot and about other parts of the Common Property.

25. COMMON PROPERTY

25.1 (**Easements**) Where some items of Common Property are burdened or benefited (or both) by an Easement, Owners, Occupiers and the Owners Corporation:

(a) must comply with their obligations under those Easements; and

(b) must not do anything to prevent the benefited parties under those Easements from exercising their rights to use Common Property under those Easements.

25.2 (**Obligations**) Subject to the By-laws, Owners and Occupiers must:

(a) use Common Property equipment only for its intended purpose; and

(b) immediately notify the Owners Corporation if that Owner or Occupier know about damage to or a defect in Common Property; and

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(c) compensate the Owners Corporation for any damage to Common Property caused by the Owner or Occupier, its visitors or persons doing work or carrying out Works in the Strata Scheme; and

(d) permit the Owners Corporation or any tradesman, contractor or other person engaged or authorised by the Owners Corporation access over and through that Owner's or Occupier's Lot for the purpose of accessing Common Property.

25.3 (**Owners Corporation Consent**) Subject to the By-laws, an Owner or Occupier must have consent from the Owners Corporation to:

(a) interfere with or damage Common Property; or

(b) remove anything from Common Property that belongs to the Owners Corporation; or

(c) interfere with the operation of Common Property or equipment.

26. RULES

26.1 (**Powers of the Owners Corporation**) The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of Common Property.

26.2 (**Changing Rules**) The Owners Corporation may add to or change the Rules at any time.

26.3 (**Obligations**) Owners and Occupiers must comply with the Rules.

26.4 (**Inconsistent with the By-law**) If a Rule is inconsistent with the By-laws or the requirements of a Government Agency, the By-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27. BUILDING SECURITY

27.1 (**Security and fire safety equipment**) The Owners Corporation may take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so the Owners Corporation may:

(a) install and operate security cameras, security devices and other surveillance equipment;

(b) install and operate fire and safety devices and equipment; and

(c) make arrangements with third parties about the installation, operations, maintenance, and repair of security and fire prevention equipment.

27.2 (**No liability**) The Owners Corporation is not liable to an Owner or Occupier if it fails to take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards.

27.3 (**Emergency Service call outs**)

(a) An Owner is responsible for the attendance of a member of the fire brigade, police service or ambulance service ("**Emergency Services**") at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee.

(b) If a member of the Emergency Services attends at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee and, as a result of on such attendance, a charge is imposed on the Owners Corporation, then the Owners Corporation has the following additional authority and powers:

(i) the authority to enquire of the Emergency Services as to the reason, cause or nature of their attendance;

(ii) the power to investigate the attendance by the Emergency Services and to decide (in its reasonable opinion) who is responsible for the attendance of the Emergency Services;

(iii) the power to recover the amount of that charge from the Owner of the Lot as a debt due and payable by that Owner.

28. PROVISION OF AMENITIES OR SERVICES

28.1 (**Additional services or amenities**) Notwithstanding the provisions of any other By-law, the Owners Corporation may enter into agreements with third parties for the provision of the following amenities and services to the Common Property:

(a) security;

(b) cleaning;

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(c) garbage disposal and recycling services;
(d) electricity, water, gas or other utility services;
(e) telecommunications services; and/or
(f) other essential services.

29. REFURBISHMENT OF COMMON PROPERTY

29.1 (**Power to refurbish**) In addition to its powers under the Strata Management Act and under other of these by-laws, the Owners Corporation has the power to Refurbish Common Property.

30. ACCESS FOR METER READING AND FIRE SAFETY COMPLIANCE

30.1 (**Right of access**) An Owner or Occupier of a Lot must on being given reasonable notice by the Owners Corporation or a person authorised by it provide reasonable access for any person required to:
(a) effect the reading of any meter located in or about the Lot;
(b) carry out inspections in respect of fire safety, or work or occupational health and safety.

31. GARBAGE DISPOSAL

31.1 (**Disposal Requirements**) An Owner or Occupier must:
(a) ensure that Garbage is placed in appropriate bags, tied securely and otherwise separated, prepared, drained, wrapped and disposed of in accordance with the recycling guidelines of the Owners Corporation, Council and any other Government Agency;
(b) only place and leave Garbage in the Residential Garbage Room or other areas designated by the Owners Corporation (including for recyclable materials) from time to time;
(c) arrange at the Owner's or Occupier's own expense, for the removal of Garbage that may be oversized or articles which the Council or Contractor would not normally remove as part of its normal collection service;
(d) remove rubbish and Garbage and clean the relevant part of the Common Property where that Owner or Occupier has spilt Garbage on the Common Property; and
(e) where provided, use garbage chutes for disposal of garbage and comply with all Rules for using the garbage chute and must not:
(i) deposit bottles or glass in any garbage chute;
(ii) deposit or pour liquids in any garbage chute;
(iii) deposit items that weigh more than 2.5 kilograms in any garbage chute;
(iv) deposit cardboard or other packaging in any garbage chute;
(v) deposit an item in any garbage chute that is reasonably likely to block it.

31.2 (**Restrictions**) An Owner or Occupier must not:
(a) place, or allow to remain, Garbage or any other articles or items (including but not limited to furniture, clothing on undesignated Common Property or any other Lot (unless with the permission of the Owners Corporation or the respective Owner or Occupier) or on any public access ways such as footpaths, roadways, reserves and the like;
(b) place any Garbage in an area of the Lot (including a Carspace) which is visible from outside the Lot;
(c) dispose of any Garbage, recyclable material or waste in breach of the recycling guidelines of the Council, any other Government Agency or the Owners Corporation; and
(d) throw or allow to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of any Lot.

31.3 (**Hazardous Waste**) This By-law 31 does not require an Owner or Occupier 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.

31.4 (**Garbage Contractor**) Notwithstanding anything contained in By-laws 31.1 and 31.2, the Owners Corporation may designate a contractor for the collection of garbage so that the efficiency of collection and the security within the Strata Scheme may be maintained.

32. NOTICES

(a) Any notice under these By-laws must be in writing.

(b) The Owners Corporation, an Owner or Occupier may send a notice:
   (i) by hand;
   (ii) by facsimile transmission;
   (iii) by security post; or
   (iv) otherwise determined by the Owners Corporation from time to time at a general meeting.

   To the last notified address of the intended recipient.

(c) A notice is deemed to be given:
   (i) If sent by hand, at the time of delivery;
   (ii) If sent by facsimile transmission, at the time recorded on the transmission report; and
   (iii) If sent by security post, at the time that the recipient or its agent acknowledges receipt.

(d) By-law 32(c)(ii) does not apply if:
   (i) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
   (ii) the transmission report of the sender indicates a faulty or incomplete transmission.

(e) If delivery or receipt is not on a Business Day or if receipt is later than 5.00pm local time at the place of delivery, then the notice is deemed to have been delivered and received on the next Business Day.

33. RESTRICTING ACCESS

33.1 (**Right to restrict access**) The Owners Corporation may for security reasons or effective control and management of the Strata Scheme:
   (a) close off or restrict access to any part of Common Property that is not required for access to a Lot, and restricted access to nay part of Common Property that is required for access to a Lot if alternative access is provided, but excepting always those parts of Common Property that are subject to an easement for public access; and
   (b) restrict by Security Device access to areas or levels of Common Property or the Building where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

34. BUILDING SERVICES

34.1 (**Building Manager**) The Owners Corporation may:
   (a) appoint a Building Manager to provide the Building Services; and
   (b) enter into a Building Services Agreement with the Building Manager to provide those services.

34.2 (**Agreement**) The Building Services Agreement may contain such provisions in respect to the term of the agreement, any option term, the remuneration of the Building Manager and the frequency and mechanism for review of the remuneration of the Building Manager as approved by the Owners Corporation and is permitted by the Act and/or any other legislation.

34.3 (**Duties**) The Building Manager's duties under the Building Services Agreement may include (without limitation) matters such as:
   (a) cleaning services;
   (b) caretaking services;
   (c) maintenance, repair and replacement services;
   (d) garbage services (including collection and removal);
   (e) gardening services;

(f) letting, property management and sales services;
(g) supervising employees, contractors and agents of the Owners Corporation;
(h) arranging for the provision of services by third party contractors;
(i) supervising the provision of services provided by third party contractors;
(j) providing and maintaining security keys according to the By-laws;
(k) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
(l) general supervision; and
(m) anything else that the Owners Corporation agrees is reasonably necessary for the operation and management of the Strata Scheme.

34.4 (**Provisions**) The Building Services Agreement may include provisions about:
(a) the manner in which the Building Manager must carry out the services and details of any licence or registration required by the Building Manager;
(b) the manner in which employees and contractors are to be engaged;
(c) the manner in which the Building Manager may be reimbursed for expenses;
(d) whether the agreement may be assigned and, if so, the terms upon which the agreement may be assigned; and
(e) if permitted by law (including the Act), an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:
(i) the right of the owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
(ii) the rights of the building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

34.5 (**Further Agreement**) On the expiration of the Building Services Agreement, the Owners Corporation may enter into a further agreement or agreements with a Building Manager on such terms and conditions as may be agreed between the Owners Corporation and the Building Manager.

34.6 (**Initial Period**) The Owners Corporation may, subject to the provisions of the Act, enter into a Building Services Agreement for the period to the first annual general meeting of the Strata Scheme on such terms and conditions as agreed between the Owners Corporation and a Building Manager.

34.7 (**No Obstruction**) An Owner or Occupier must not interfere with or obstruct the Building Manager from:
(a) providing the services contemplated by the Building Services Agreement; and
(b) using any part of the Common Property in providing the services contemplated by the Building Services Agreement.

34.8 (**Additional services**) An Owner or Occupier may separately contract with the Building Manager to provide services at the sole cost of the owner or Occupier in respect of their Lot on terms and conditions which those parties may agree provided those terms and conditions do not conflict with the terms of these by-laws.

35. CONTROL ON HOURS OF OPERATION AND USE OF FACILITIES

35.1 (**Hours of operation**) 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 a Lot or Lots and the Common Property, as to the time and conditions for use of:
(a) facilities situated on the Common Property;
(b) services provided to the Owners Corporation; and
(c) deliveries to or from a Lot or Lots through or on Common Property.

36. TELECOMMUNICATION SERVICES

36.1 (**Telecommunications**) Except to the extent permitted by law, the Strata committee may enter into agreements on behalf of the Owners Corporation to:
(a) grant to third parties the right to enter into and alter Common Property in order to facilitate and install any structure, cabling, conduit or any other device to supply telecommunications, internet, or cable television services to the Building and the

Lots. The right includes a right to build on or add to the Common Property including, without limitation, any addition on the roof of the Building or the erection of antennae on the Common Property; and

(b) do all things necessary to empower a member of the Strata Committee or the Strata Manager to negotiate or apply for or procure a third party to apply for any approvals from Council or any Government Agency to facilitate the rights referred to in By-law 36.1(a).

37. GAS SERVICE

(a) Each Owner and Occupier has the special privilege to use the Gas Service servicing that Owner or Occupier's Lot.

(b) Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.

(c) The Owners Corporation must use reasonable endeavours to operate, maintain, repair and replace the Gas Service servicing the Lots.

(d) The Owner is responsible for the costs of any common gas consumption charges as part of the Gas Service servicing his/her Lot and the costs incurred under By-law 37(c) (including any amount under By-law 37(e)) for the Gas Service servicing that Owner's Lot and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.

(e) The Owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Gas Service servicing the Lots.

(f) An Owner may allow any Occupier of that Lot to exercise the rights of the Owner under this By-law. The Owner of the Lot remains liable under these By-laws for all obligations under this By-law.

38. HOT WATER SERVICE

(a) Each Owner and Occupier has the special privilege to use the Hot Water System servicing that Owner or Occupier's Lot.

(b) Each Owner or Occupier must give the Owners Corporation reasonable access to that Owner's Lot to maintain, repair or replace the connections to the Hot Water System.

(c) The Owners Corporation must use reasonable endeavours to operate, maintain, repair and replace the Hot Water System.

(d) The Owner is responsible for the costs incurred under By-Law 38(c) (including any amount under By-law 38(e)) for the Hot Water System servicing that Owner's Lot and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.

(e) The Owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Hot Water System.

(f) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this By-law. The Owner of the Lot remains liable under these By-laws for all obligations under this By-law.

39. ENERGY PROVIDER

The Owners Corporation may:

(a) Enter into agreements on such terms as it determines with energy providers (**Energy Provider**) to:

(i) provide an electrical embedded network system, hot water metering system, wi-fi system, single and multi-phase meters, cabling and ancillary equipment (**Network Embedded System**) on Common Property;

(ii) access, occupy and use Common Property for the purpose of installing and operating a Network Embedded System:

(b) permit Energy Providers access at all reasonable times to Common Property to undertake:

(i) meter reading, servicing, repair, testing, upgrading and maintenance of the Network Embedded System;
(ii) installation and removal of the Network Embedded System; and
(iii) marketing and support services to actual and potential customers of the Energy Provider.

40. FLOOR WORKS

General Requirements

(1) An Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extend sufficient to prevent the transmission of noise from the floor space of the Lot likely to disturb the peaceful enjoyment of an Occupier of another Lot.

(2) An Owner must ensure that any Floor Works meet the following minimum requirements:

(i) Hard floor finishes must achieve a minimum 4-star rating with Australian Association of Acoustical Consultants (AAAC)

(ii) Soft floor finishes must achieve a minimum 6-star rating with Australian Association of Acoustical Consultants (AAAC)

Before commencement of the Floor Works

(3) Before commencement of the Floor Works, an Owner must:

(i) submit to the Owners Corporation, an **Application To Perform Building Works** as required under **By-law 19 – Building Works**. The application form must specify in detail the Floor Works to be undertaken and the duration of any impact on the Common Property or disruption to Common Property services or access;

(ii) lodge the bond, as required under **By-law 19 – Building Works**, if requested by the Owners Corporation;

(iii) provide a complete proposal concerning the Floor Works including, but not limited to:

(a) plans and specifications of the proposed works;

(b) specifications of any sound rating, type, size together with the manufacturer's or supplier's brochure regarding the same; and

(iv) obtain written consent to the date for the commencement of the Floor Works from the Owners Corporation upon satisfaction of its obligations of clause (3)(iii)(a) and (b) above.

(v) comply with all other requirements of **By-law 19 – Building Works** in respect of the Floor Works to be undertaken.

(4) Where an Owner is installing a hard floor surface the Owners Corporation will:

(i) prior to undertaking the Floor Works, make payment to the Owners Corporation to cover the cost of carrying out the acoustic testing both before and after undertaking the Floor Works, by a qualified acoustic consultant to be nominated by the Owners Corporation.

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(ii) prior to the undertaking the Floor Works, provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to confirm that the installation of the proposed flooring will meet the required minimum star rating as set out in clause (2) (a) of this by-law before the Owner commences Floor Works. This is to ensure that the Owner will avoid having to remove the Floor Works if not compliant with clause 2 (a) of the by-law.

Undertaking Floor Works

(5) Whilst the Floor Works are in progress the Owner of the Lot at the relevant time must:

(i) use duly licensed employees, contractors or agents to conduct the Floor Works;

(ii) ensure the Floor Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards (except with respect to the minimum star rating as specified in clause (2) above will apply;

(iii) effect and maintain Works Insurance and provide a copy to the Owners Corporation;

(iv) ensure the Floor Works are carried out expeditiously and with a minimum of disruption;

(v) carry out the Floor Works between the hours permitted by local council. No Floor Works are to be carried out on a Sunday or public holiday unless they are silent works;

(vi) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;

(vii) not allow tradesperson and contractors at any time to park on Common Property without the written consent of the Owners Corporation;

(viii) not allow waste bins or skips to be placed on or near the Common Property without the prior written consent of the Owners Corporation;

(ix) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Floor Works to be conducted on the Common Property;

(x) protect all affected areas of the Building outside the Lot from damage relating to the Floor Works or the transportation of construction materials, equipment and debris;

(xi) ensure that the Floor 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 occurs the Owner must rectify that interference or damage within a reasonable period of time;

(xii) provide the Owners Corporation's nominated representative(s) access tin inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

(xiii) observe all the other by-laws applicable to the strata scheme at all times, and specifically **By-law 19 – Building Works**.

After Floor Works are Undertaken

(6) After the Floor Works have been completed the Owner must without unreasonable delay:

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(i) notify the Owners Corporation that the Floor Works have been completed;

(ii) notify the Owners Corporation that all damage, if any, to Lot and Common Property caused by the Floor Works and not permitted by this by-law has been rectified;

(iii) provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to demonstrate that this by-law has been complied with. The acoustic testing must be completed within 30 days of the completion of the Floor Works

(7) Where the Owner fails to be compliant with clause 2 of the by-law, the Owner must within 21 days of notice from the Owners Corporation, rectify the acoustic issue, pay any additional costs for tests or assessments and provide access to the Lot for the Owners Corporation to complete relevant acoustic testing.

General Conditions

(8) The Owner must:

(i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Floor Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements.

(ii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and

(iii) comply with the provision of the Home Building Act 1989.

(9) The Floor Works must:

(i) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and

(ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

Owner's Obligations

(10) An Owner must:

(i) properly maintain, replace and keep in good and serviceable repair any Floor Works installed by them;

(ii) properly maintain and upkeep those parts of the Common Property in contact with the Floor Works;

(iii) repair and/or reinstate the Common Property or personal property of the Owners Corporation to its original condition if the Floor Works are removed or relocated; and

(iv) indemnify and keep indemnified the Owners Corporation against any costs of losses arising out of the installation, use, repair, replacement or removal of any Floor Works including any liability in respect of the property of the Owner.

(v) indemnify and keep indemnified the Owners Corporation against liability under ***section 122 (6)*** of the ***Strata Schemes Management Act 2015*** in respect of repair of the Common Property attached to, or only accessible from, the Floor Works.

(11) No matter if **By-law 19 - Building Works** is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining and replacing (when necessary) the Floor Works undertaken pursuant to this by-law.

Breach of By-law

(12) If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

(i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;

(ii) apply the bond towards costs incurred by the Owners Corporation to carry out that work;

(iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and

(iv) recover any costs from the Owner as a debt due.

Removal of Floor Works

(13) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.

(i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;

(ii) apply the bond towards costs incurred by the Owners Corporation to carry out that work;

(iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and

(iv) recover any costs from the Owner as a debt due.

(14) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.

41. NEIGHBOURING STRATA ACCESS LINK – EXCLUSIVE USE AND SPECIAL PRIVILEGE

(Rights and privileges) The Owner or occupier of a Carspace Stand Alone Lot or a Storage Space Stand Alone Lot:

(a) has the exclusive use and benefit of using that part of the Common Property forming the Neighbouring Strata Access Link.

(b) must allow the Owners Corporation access to the Neighbouring Strata Access Link so as to allow the Owners Corporation to exercise its rights and comply with its obligations under the Act and the By-Laws.

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EXECUTION OF BY-LAWS

Registered Proprietor

EXECUTED as a deed by **THORNTON NORTH PENRITH No. 3 PTY LIMITED** **ACN 609 023 154** in accordance with Section 127(1) of the *Corporations Act 2001* (Cth))
)
)

Director
Print Name: TIMOTHY CASEY

Director
Print Name: DEBORAH LANDES

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cPlan

Approved Form 7	Strata Plan By-laws	Sheet 43 of 43 sheet(s)
Registered: 7.9.2018 (Office Use Only)		SP98229 (Office Use Only)

Consent and Execution by Mortgagees

Registered Mortgagee:

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

WITNESS

JEEVIKA MEHRA
Analyst
255 CEDRAE STREET SYDNEY NSW 2000

ATTORNEY

RACHEL TWEEDY
Director
Corporate Property

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.
This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
2007

Special By-Law 1 – Window Safety Devices

SECTION ONE – GENERAL

1.1 Type of by-law

This by-law is made in accordance with sections 143 and 141 of the *Strata Schemes Management Act 2015* (NSW) (as amended or replaced from time to time).

SECTION TWO – DEFINITIONS

1.2 Definitions

1.3 In this by-law, these terms (in any form) mean:

Authority means an authority of any kind and includes local government, semi-government and federal and state government authorities.

Building means the building or buildings within the Parcel.

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot where used in this by-law, means a lot in the Strata Plan.

Occupier means the occupier, lessee or licensee of the Lot for the time being (not being the Owner of the Lot).

Owner means the owner for the time being of the Lot and includes any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation created on registration of the Strata Plan.

Remedial Works means repair, maintenance, removal or replacement of the Window Safety Device and any other item installed as part of the Works, and/or Common Property affected by the Works.

Strata Plan means strata plan registered number 98229.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Window means the following:

(a) a Common Property window in a Lot that can be opened;

(b) the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and

(c) that internal floor is 2m or more above the external surface of the ground below the window.

An illustration of the above is **attached to this by-law and marked Annexure "A".**

Window Safety Device means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram force):

(a) a child safety device including but not limited to a child safety lock and stopper that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm;

(b) the device is robust and childproof; and

(c) excludes ordinary flyscreens.

Works means the installing of affixing of a Window Safety Device on a Window in accordance with the NSW Fair Trading Window Safety Device Requirements Fact Sheet **attached to this by-law and marked Annexure "B".**

SECTION THREE – CARRYING OUT THE WORK

1.4 Carrying out the Work and/or Remedial Work

(a) The Owner is responsible for carrying out the Works and/or Remedial Works in their Lot and will pay the Costs of carrying out the Works and/or Remedial Works.

(b) The Owner is responsible for and must carry out Remedial Works when and where necessary.

(c) The Owner must not remove or interfere with any existing locks and/or stoppers. Any locks and/or stoppers which have been removed or damaged must be replaced immediately at the Owner's cost.

(d) When carrying out the Works and/or Remedial Works, the Owner must:

(i) ensure the Work and/or Remedial Works is carried out in a proper and workmanlike manner;

(ii) use only qualified and where appropriate, licensed tradesmen;

(iii) ensure the Works and/or Remedial Works is carried out without undue delay;

(iv) ensure no materials, tools, rubbish or debris are left lying about the Building;

(v) cause as little disturbance as is practicable to other Owners and Occupiers;

(vi) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;

(vii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;

(viii) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;

(ix) transport all construction material, equipment, debris and other material, in the manner and at the times directed by the Owners Corporation;

(x) protect all affected areas of the Building outside the Lot from damage by the Remedial Work or the transportation of construction material, equipment, debris and other material; and

(xi) only perform the Works and/or Remedial Works within the times permitted by any Development Consent, but in any event not before 7:00am Monday to Friday and not after 5:00 pm Monday to Friday (or such other times as may be determined by the Owners Corporation from time to time).

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(e) If Common Property is damaged due to the Works and/or Remedial Works, the Owner will pay the Costs of rectifying the damage.

(f) The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

1.5 Indemnity

The Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation:

(a) in connection with the Works and/or Remedial Works; and

(b) arising out of damage to property (including without limitation the Common Property) or injury to persons as a result of carrying out the Works and/or Remedial Works or resulting from the Works and/or Remedial Works once installed.

1.6 Right in Owners Corporation to remedy

At its election, the Owners Corporation may:

(a) perform any obligation on the Owner in this by-law which the Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;

(b) enter any part of the Parcel to carry out its rights in this by-law; and

(c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the same rate per annum as unpaid levies, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

SECTION FOUR – REPAIR AND MAINTENANCE

1.7 Owner's obligations

The Owner is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those parts of the Work which are attached to or form part of the Common Property.

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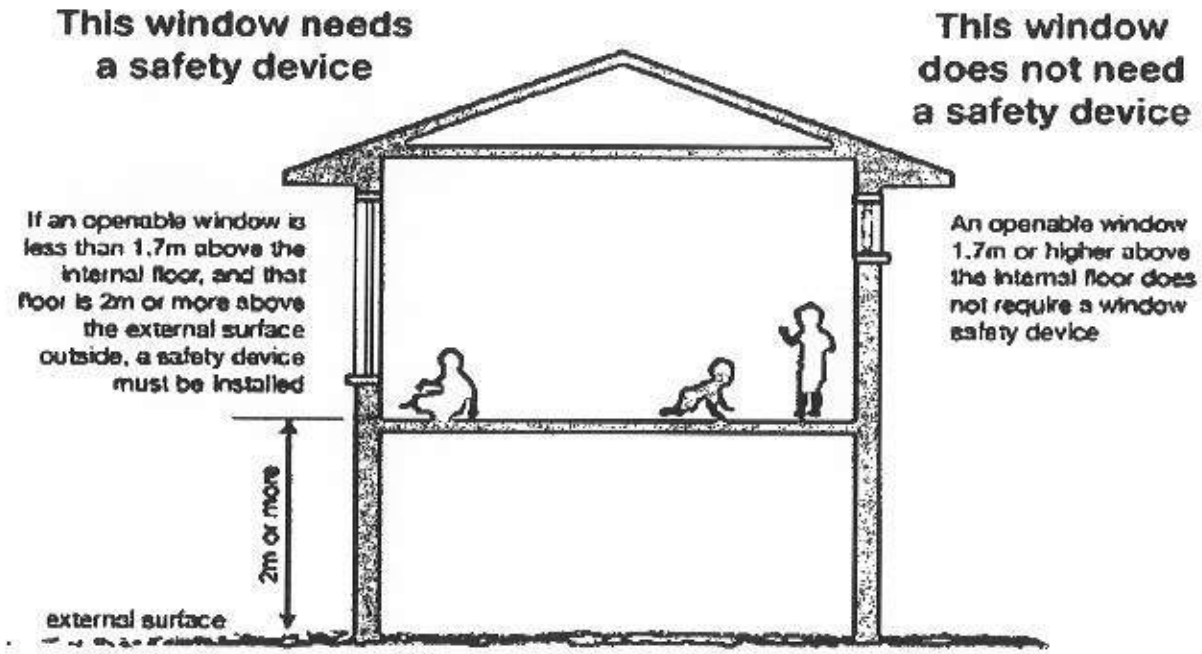
Annexure "A"



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Annexure "B"

FACT SHEET July 2017

Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable the maximum window openings to be limited to 12.5cm. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the devices are engaged, children will be protected.

Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at www.kidshealth.schn.health.nsw.gov.au. Information is provided in 11 languages.

Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

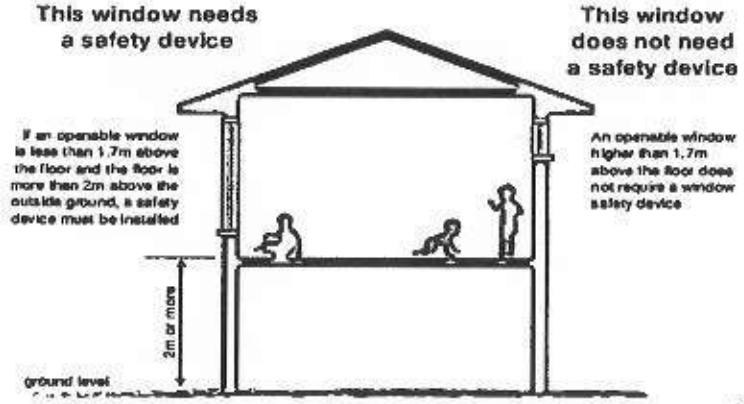
The details are explained in the Strata Schemes Management Regulation 2016.

When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, letting the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



www.fairtrading.nsw.gov.au

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Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the unit or townhouse, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

Where can I get more information?

If you are a renter, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a landlord, go to the Alteration requests from your tenant page for more information.

If you own a strata unit, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, you can refer to the *Strata Schemes Management Act 2015* No 138 or call us on 13 32 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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Special By-Law 2 – Short-Term Letting

SECTION ONE - GENERAL

1.1 Type of by-law

This by-law is made in accordance with sections 143 and 141 of the *Strata Schemes Management Act 2015* (NSW) (as amended or replaced from time to time).

SECTION TWO - DEFINITIONS

1.2 Definitions

1. In this by-law, these terms (in any form) mean:

Lot where used in this by-law, means a lot in the Strata Plan.

Occupier means the occupier, lessee or licensee of the Lot for the time being (not being the Owner of the Lot).

Owner means the owner for the time being of the Lot and includes any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation created on registration of the Strata Plan.

Short-Term Letting means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement.

Strata Plan means strata plan registered number 98229.

SECTION THREE – RESTRICTIONS

1.3 Restrictions of short-term letting

(a) The Owner or Occupier is not permitted to use their Lot for Short-Term Letting unless the Lot is the principal place of residence of the Owner or Occupier who is granting the right to occupy the Lot.

(b) The Owner or Occupier is permitted to use their Lot for Short-Term Letting provided that the Lot is the principal place of residence of the Owner or Occupier who is giving the right of occupation.

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Special By-Law 3 – Installation of Retractable Blinds on Balconies

Purpose of By-law

(1) This Common Property Rights By-law confers on the Owner Special Privileges in respect of part of the common property as a consequence of installation or attachment of Retractable Blinds on an Owner's balcony and assigns responsibility for the repair and maintenance of the Retractable Blinds installed in accordance with the conditions in this Common Property Rights By-law.

(2) Where any Retractable Blinds were installed by an Owner before this by-law was made, and no by-law has been made in respect of the Retractable Blinds installed, then clauses (20) to (28) of this by-law will also apply to those Retractable Blinds.

Defined Terms and Interpretation

(3) **"Lot"** is lots 1-102 on the scheme.

(4) **"Owner"** means the owner or owners of the Lot from time to time on strata plan no.98229.

(5) **"Special Privileges"** means the privilege to alter and add to the common property by installing Retractable Blinds that affect the common property and outside appearance of the Lot.

(6) **"Retractable Blinds"** means the alterations and additions undertaken by the Owner (at the Owner's expense and to remain the Owner's fixture) to install Retractable blinds on their respective Lot as specified below and in accordance with *Helioscreen HMX External Blind Specification Sheet* and *Sample Screen Colours*, ***appended*** to the ***agenda of the general meeting*** passing this by-law -

I. Type of Screen

(a) Full length drop screen fitted to the ceiling of the balcony above, behind the drip line.

(b) Electrically operated

(c) Fully retractable

(d) Fitted with a wind sensor

(e) Stainless steel guide cables and associated fittings.

II. Screen Material Colour

(a) Screen material colours are to match the colour of the balcony handrail.

(b) Serge Black or similar screen material for balconies with black handrails.

(c) Serge Grey White or similar to match balconies with light grey handrails.

(d) No other screen material colours will be approved.

III. Screen Head Box and Base Rail

(a) Head box and base rail colours are to be powder coated to match the colour of the balcony hand rail.

(b) Black for balconies with black handrails.

(c) Light grey for apartments with light grey handrails.

(d) No other head box or base rail colours will be approved.

IV. Head Box and Stainless-Steel Guide Wire Fixing

(a) The installation of the screen assembly and associated electrical wiring must be carried out by a licensed installer.

(b) The fixing of the head box and the stainless-steel guide wire fixing must be carried out in accordance with the Australian Standard for fixing AS 5216:2018.

(7) In this Common Property Rights By-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this Common Property Rights By-law;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

(9) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before installing the Retractable Blinds

Planning, Approvals and Certificates

(10) The Owner must obtain written approval for the Retractable Blinds from –

(a) the strata committee of the Owners Corporation;

(b) any relevant consent authority under the *Environmental Planning and Assessment Act 1979*; and

(c) any other relevant statutory authority whose requirements apply to installation of the Retractable Blinds.

(11) The strata committee may from time to time provide further details of the colour(s) and style(s) of the types of Retractable Blinds which will be required so these Retractable Blinds will be in keeping with the overall external appearance of Thornton Central.

(12) The strata committee will provide the names of suppliers and installers that can meet the strata committee's requirements.

Specification of Works

(13) The Owner must submit to the strata committee of Owners Corporation via the Strata Manager the **application form attached** to this by-law as "**Annexure A**" and any other documents reasonably required by the Owners Corporation relating to the installation of the Retractable Blinds prior to obtaining the strata committee's consent and installing the Retractable Blinds, including but not limited to:

(a) details of the contractor suppling and installing the Retractable Blinds, including a copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the installation of the Retractable Blinds which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim;

(b) further specifications of how the Retractable Blinds are to be attached; and

(c) if required, any approvals/consents/permits from any Authorities.

Installing the Retractable Blinds

Hours of Works

(14) The Owner must install the Retractable Blinds as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

(15) The Owner when installing the Retractable Blinds must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(16) The Owner when installing the Retractable Blinds must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation as specified in this by-law or current at the time the Retractable Blinds are installed.

General Conditions

(17) When installing the Retractable Blinds, the Owner must:

(a) ensure that the Retractable Blinds are installed in accordance with the specifications approved by the Owners Corporation and the local authority (if relevant).

(b) ensure that duly licensed and insured contractors install the Retractable Blinds in a proper and workmanlike manner.

(c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.

(d) ensure the Retractable Blinds be installed in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

(e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the installation of the Retractable Blinds.

(f) repair promptly any damage caused or contributed to by Retractable Blinds, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Installation of the Retractable Blinds

(18) Immediately upon installation of the Retractable Blinds, the Owner must –

(a) notify the Owners Corporation when the installation is complete and authorise any inspection of the completed work if required by the Owners Corporation.

(b) restore all other parts of the common property affected by the Retractable Blinds as nearly as possible to the state they were in immediately before the Retractable Blinds.

(c) deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the Retractable Blinds and the occupation of the Lot (for example, any necessary compliance certificate).

Owner's Enduring Obligations

Use of Blinds

(19) The Owner must ensure the Retractable Blinds are not kept down permanently and should be retracted in high wind so as not to cause damage to common property or balconies.

Maintenance and Repair

(20) The Owner must, at the Owner's expense:

(a) properly maintain the Retractable Blinds installed on their Lot and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Retractable Blinds; and

(b) properly maintain the common property that will be altered or added to by the Retractable Blinds and occupied by the Retractable Blinds and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

(21) If the Owner removes the Retractable Blinds or any part of the Retractable Blinds installed under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

(22) The Owner indemnifies the Owners Corporation against –

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use and installation of the Retractable Blinds;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the use and installation of the Retractable Blinds; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use and installation of the Retractable Blinds.

(23) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Retractable Blinds installed under this Common Property Rights By-law.

Repair of Damage

(24) The Owner must, at the Owner's expense, make good any damage to the common property or any other lot, caused as a result of the Retractable Blinds no matter when such damage may become evident.

(25) Any loss and damage suffered by the Owners Corporation as a result of installing and using the Retractable Blinds, including failure to maintain, renew, replace or repair the Retractable Blinds as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(26) The Owner accepts that if the Owner is directed by the strata committee to carry out any repair associated with the erection, maintenance or removal of the Retractable Blinds that it will be promptly carried out at the expense of the owner(s). Further, that if the Owner fails to promptly carry out such repairs, the Owners Corporation can carry them out and invoice the Owner for the works as well as any other associated expenses that are incurred as a result of doing the work.

(27) The Owners Corporation reserves the right to replace or rectify the Retractable Blinds or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach. Further, that if such a direction from the Owners Corporation is not followed within a within 30 days of service, the Owners Corporation may have the work done and invoice the owner for all costs associated with the work.

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Annexure A

APPLICATION TO INSTALL RETRACTABLE BLINDS

To the Secretary & strata managing agent

I/We the Owner(s) of Lot hereby give notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to install Retractable Blinds on the balcony of my/our lot.

1. Details of Retractable Blinds to be installed, including method of installation, and proposed location:

.....

.....

.....

2. Name of Contractor .....
3. Contractor's Licence No.....
4. Details of Contractors All Risks Insurance.....

.....

5. Is Council approval required: Yes/No
6. If yes, has application been made for Development Approval.....
7. Date works intend to start.....
8. Duration of works (Timetable of major components of works).....

.....

9. I have read Special Bylaw (Installation of Retractable Blinds on Balconies) and acknowledge that no work may commence unless approved in writing as required under the Special Bylaw (Installation of Retractable Blinds on Balconies).

10. I acknowledge that any Retractable Blinds installed may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

The seal of The Owners-Strata Plan No 98229 was affixed on ...14 January 2021.. in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s): .....

Name(s) [use block letters]: ...FRANCES PORTOKALLI.....

Authority:.....STRATA MANAGING AGENT.....

THE OWNERS STRATA PLAN No. 98229 Common Seal

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Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No ..98229..... was affixed on ^ ...14 January 2021....in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: .....Name: ..FRANCES PORTOKALLI..Authority: .STRATA MANAGING AGENT

Signature: .....Name: .....Authority: .....

^ Insert appropriate date
* Strike through if inapplicable.

THE OWNERS - STRATA PLAN No. 98229 Common Seal

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751

Telephone: 02 4732 7777
Facsimile: 02 4732 7958

Email: pencit@penrithcity.nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 799516
Your Reference: VD:21444
Contact No.

Issue Date: 14 September 2021
Certificate No: 21/04979

Issued to: Affordable Conveyancing Solutions
6 Paul Close
CRANEBROOK NSW 2749

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish: CASTLEREAGH**

Location: 709/10 Aviators Way PENRITH NSW 2750
Land Description: Lot 68 SP 98229

- PART 1 PRESCRIBED MATTERS –

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 *NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs*

1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)
State Environmental Planning Policy No.21 - Caravan Parks.
State Environmental Planning Policy No.33 - Hazardous and Offensive Development.
State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.
State Environmental Planning Policy No.55 - Remediation of Land.
State Environmental Planning Policy No.64 - Advertising and Signage.

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing) 2021 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) applies to the land.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

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1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 *ZONING AND LAND USE UNDER RELEVANT LEPs*

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

Zone B2 Local Centre
(Penrith Local Environmental Plan 2010)

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide retail facilities for the local community commensurate with the centre's role in the local and regional retail hierarchy.
- To ensure that future housing does not detract from the economic and employment functions of a centre.
- To ensure that development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Flood mitigation works; Function centres; Home businesses; Home industries; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation

4 Prohibited

Pond-based aquaculture; Any other development not specified in item 2 or 3

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Use of certain land at Lord Sheffield Circuit, Penrith

Despite anything to the contrary detailed above, or any other provision of Penrith Local Environmental Plan 2010 (PLEP 2010), under the provisions of Clause 2.5 and Schedule 1 of PLEP 2010 development for the purposes of exhibition villages, high technology industries, multi dwelling housing, residential flat buildings and seniors housing are permitted with development consent on the part of the subject land identified as "22" on the PLEP 2010 Additional Permitted Uses Map.

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

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LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

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

(**NOTE**: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) an environmental planning instrument, or
(c) a resolution of council.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding and the item Noted below).

Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by

the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre). Should future studies change this situation this position may be reviewed.

(2) This land has been identified as being above the adopted flood planning area (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre) but below the Probable Maximum Flood level. Development on the land or part of the land (if such development is permissible on the land) will be considered on a merits based approach and flood related development controls may apply.

8 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

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10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land according to Council records.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

(a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or

(b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

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17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:
(a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
(b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

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20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any "affected building notice" and/or a "building product rectification order" in force for the land).

22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY AEROTROPOLIS 2020

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	No
(d)	Affected by the "public safety area" on the Public Safety Area Map	No
(e)	Within the "3km zone" or the "13km zone" of the Wildlife Buffer Zone Map	No

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note:
The following section of this certificate is set aside under section 10.7(5) of the Act for the inclusion of information about other matters affecting the land of which the Council may be aware. The Council is not required under the Act to include any information in this section. Please be aware that the inclusion of information about a matter does not indicate that there are no other matters affecting the land of which the Council may be aware. Upon payment by an applicant of the required fee the Council may, pursuant to section 10.7(5) of the Act, provide further advice on other relevant matters affecting the subject land of which it may be aware.

Additional matters that consent authority must consider
Clause 92 (1)(f) of *Environmental Planning and Assessment Regulation 2000* (the Regulation) applies to the land. Relevantly this clause provides:

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(f) in the case of a development application for development for the erection of a building for residential purposes on land in Penrith City Centre, the Development Assessment Guideline: An Adaptive Response to Flood Risk Management for Residential Development in the Penrith City Centre published by the Department of Planning and Environment on 28 June 2019.

A copy of this Guideline is available on the website of the Department.

Clause 92(1)(a)-(e) of the Regulation may also apply to the land.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act,1979 and is only provided in accordance with that section of the Act.
Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

Warwick Winn
General Manager

per

Please note:
Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.
The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.
Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

NSW GOVERNMENT | NSW legislation

Strata Schemes Management Regulation 2016

Current version for 25 August 2021 to date (accessed 10 September 2021 at 10:45)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note—

These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation—

(a) 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

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(2) 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.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must—

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) 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 clause (1) that forms part of the common property and that services the lot.

3 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.

4 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.

5 Keeping of animals

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

(1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—

(a) 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, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note—

Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

(1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except—

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

(3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 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.

11 Storage of inflammable liquids and other substances and materials

(1) 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.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

(1) The owner or occupier of a lot must not, without 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.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law—

washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

(1) 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.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

(1) 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.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified—

(a) a change 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),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 799516
Your Reference: VD:21444
Contact No.

Issue Date: 14 September 2021
Certificate No: 21/04979

Issued to: Affordable Conveyancing Solutions
6 Paul Close
CRANEBROOK NSW 2749

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND **Parish: CASTLEREAGH**

Location: 709/10 Aviators Way PENRITH NSW 2750
Land Description: Lot 68 SP 98229

- PART 1 PRESCRIBED MATTERS –

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 *NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs*

1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)
State Environmental Planning Policy No.21 - Caravan Parks.
State Environmental Planning Policy No.33 - Hazardous and Offensive Development.
State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.
State Environmental Planning Policy No.55 - Remediation of Land.
State Environmental Planning Policy No.64 - Advertising and Signage.

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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing) 2021 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) applies to the land.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

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1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 *ZONING AND LAND USE UNDER RELEVANT LEPs*

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

Zone B2 Local Centre
(Penrith Local Environmental Plan 2010)

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide retail facilities for the local community commensurate with the centre's role in the local and regional retail hierarchy.
- To ensure that future housing does not detract from the economic and employment functions of a centre.
- To ensure that development reflects the desired future character and dwelling densities of the area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Flood mitigation works; Function centres; Home businesses; Home industries; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation

4 Prohibited

Pond-based aquaculture; Any other development not specified in item 2 or 3

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Use of certain land at Lord Sheffield Circuit, Penrith

Despite anything to the contrary detailed above, or any other provision of Penrith Local Environmental Plan 2010 (PLEP 2010), under the provisions of Clause 2.5 and Schedule 1 of PLEP 2010 development for the purposes of exhibition villages, high technology industries, multi dwelling housing, residential flat buildings and seniors housing are permitted with development consent on the part of the subject land identified as "22" on the PLEP 2010 Additional Permitted Uses Map.

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

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LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

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Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

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

(**NOTE**: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) an environmental planning instrument, or
(c) a resolution of council.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding and the item Noted below).

Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by

the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre). Should future studies change this situation this position may be reviewed.

(2) This land has been identified as being above the adopted flood planning area (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre) but below the Probable Maximum Flood level. Development on the land or part of the land (if such development is permissible on the land) will be considered on a merits based approach and flood related development controls may apply.

8 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

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10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land according to Council records.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

(a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or

(b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

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17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

(a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or

(b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

PENRITH CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751

Telephone: 02 4732 7777
Facsimile: 02 4732 7958

Email: pencit@penrithcity.nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any "affected building notice" and/or a "building product rectification order" in force for the land).

22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY AEROTROPOLIS 2020

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	No
(d)	Affected by the "public safety area" on the Public Safety Area Map	No
(e)	Within the "3km zone" or the "13km zone" of the Wildlife Buffer Zone Map	No

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note:
The following section of this certificate is set aside under section 10.7(5) of the Act for the inclusion of information about other matters affecting the land of which the Council may be aware. The Council is not required under the Act to include any information in this section. Please be aware that the inclusion of information about a matter does not indicate that there are no other matters affecting the land of which the Council may be aware. Upon payment by an applicant of the required fee the Council may, pursuant to section 10.7(5) of the Act, provide further advice on other relevant matters affecting the subject land of which it may be aware.

Additional matters that consent authority must consider
Clause 92 (1)(f) of *Environmental Planning and Assessment Regulation 2000* (the Regulation) applies to the land. Relevantly this clause provides:

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PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

(f) in the case of a development application for development for the erection of a building for residential purposes on land in Penrith City Centre, the Development Assessment Guideline: An Adaptive Response to Flood Risk Management for Residential Development in the Penrith City Centre published by the Department of Planning and Environment on 28 June 2019.

A copy of this Guideline is available on the website of the Department.

Clause 92(1)(a)-(e) of the Regulation may also apply to the land.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act,1979 and is only provided in accordance with that section of the Act.
Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

Warwick Winn
General Manager

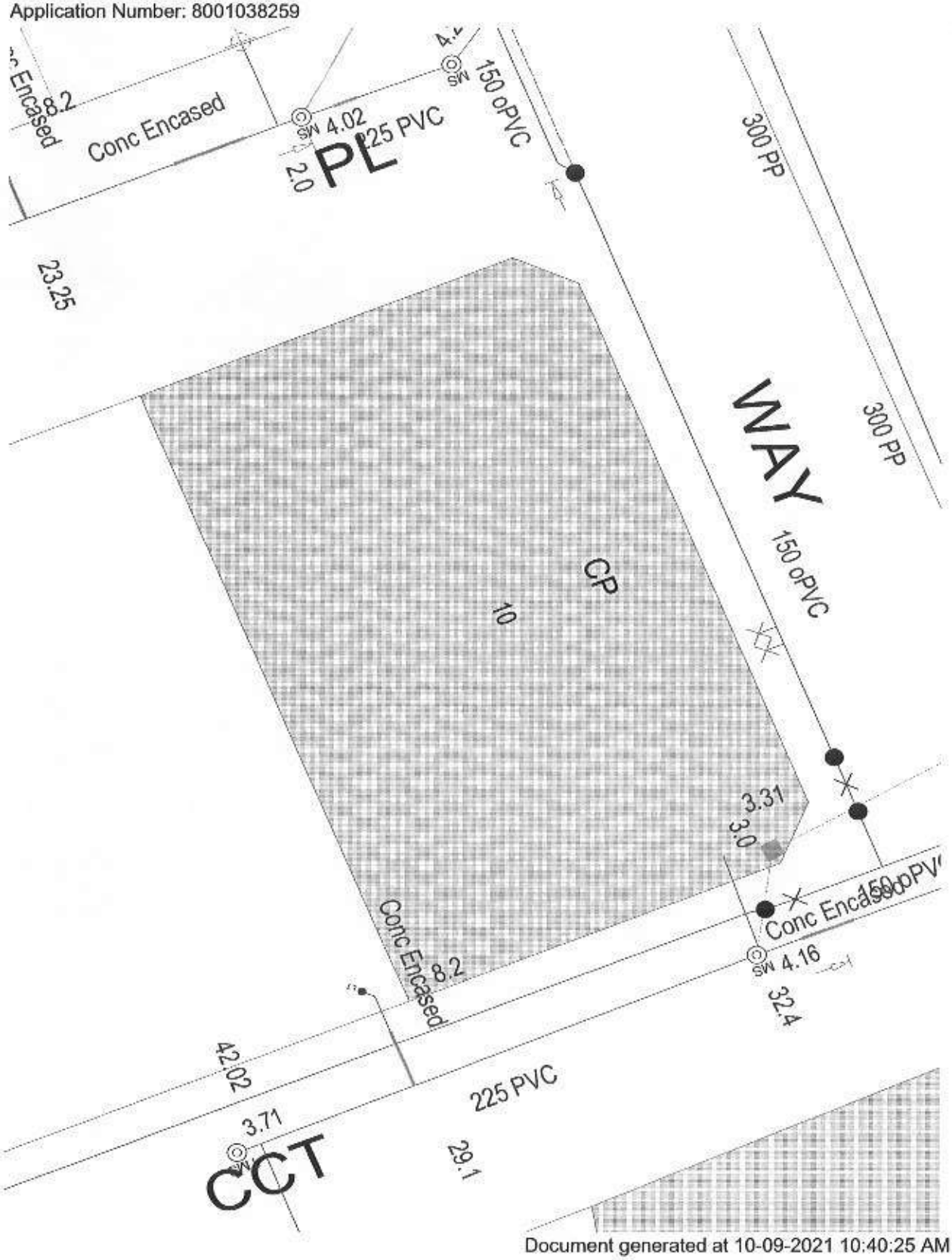
per

Please note:
Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.
The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.
Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

Sydney WATER

Service Location Print

Application Number: 8001038259



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

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 12.3
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

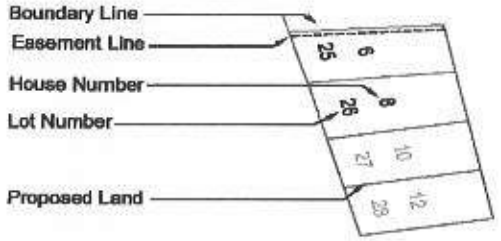
- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land



- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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Sydney WATER

Pipe Types

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

Further Information

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

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

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

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Sydney WATER

10 September 2021

Infotrack Pty Limited

Reference number: **8001038258**

Property address: **U B709/10 Aviators Way Penrith NSW 2750**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

Greg Staveley
Manager Business Customers