

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

4.4 Enduring Obligations

The Owner must:

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

4.5 Indemnity

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

4.6 Access

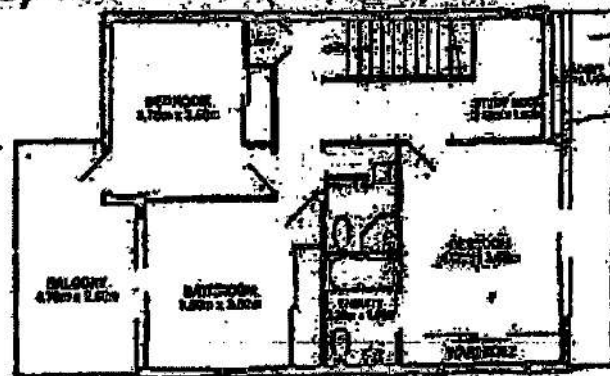
The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5. Breach of this By-Law

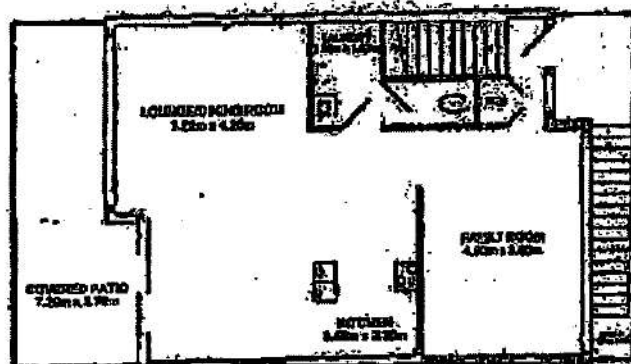
- 5.1** If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
 - 5.1.1** rectify any such breach,

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

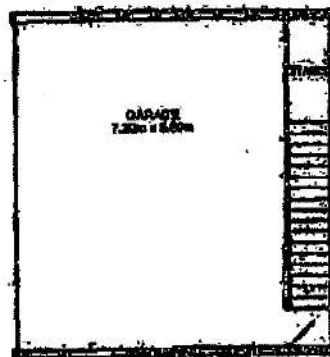
68/48a Consul Road, Brookvale



First floor



Entry Level



Lower Garage

all

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

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

1. Introduction

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

2. Definitions & Interpretation

- 2.1 In this by-law:

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

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

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

“Lot” means all lots within the Strata Scheme.

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

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

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

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

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

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

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

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

- 2.2 In this by-law:

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

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

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

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

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

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

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

3.4 Responsibility for Maintenance and Upkeep

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

4. Terms & Conditions

4.1 Before Commencement of the Works

- 4.1.1 Before commencing the Works the Owner must:

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

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

4.2 During the Conduct of the Works

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

4.2.1.1 Standard of Workmanship

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

4.2.1.2 Appearance of the Works

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

4.2.1.3 Debris

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

4.2.1.4 Storage of Building Materials on Common Property

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

4.2.1.5 Times for Renovations

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

4.2.1.6 Interruption to Services

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

4.2.1.7 Costs of Works

pay all costs associated with the Works,

4.2.1.8 Comply with All Laws

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

4.2.1.9 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

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

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

4.4 Enduring Obligations

Each Owner must:

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

4.5 Indemnity

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

4.6 Access

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

5. Breach of this By-Law

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

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

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

1. Introduction

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

2. Definitions & Interpretation

- 2.1 In this by-law:

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 In this by-law:

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

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

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

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

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

3.4 Responsibility for Maintenance and Upkeep

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

4. Terms & Conditions

4.1 Before Commencement of the Works

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

4.2 During the Conduct of the Works

4.2.1 During the Works each Owner must:

4.2.1.1 Standard of Workmanship and Functionality

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

4.2.1.2 Appearance of the Works

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

4.2.1.3 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.4 Debris

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

4.2.1.5 Storage of Building Materials on Common Property

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

4.2.1.6 Times for Renovations

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

4.2.1.7 Interruption to Services

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

4.2.1.8 Costs of Works

pay all costs associated with the Works,

4.2.1.9 Comply with All Laws

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

4.2.1.10 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

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

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

4.4 Enduring Obligations

Each Owner must:

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

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

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

4.4.4 ensure that:

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

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

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

4.5 Indemnity

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

4.6 Access

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

5. Breach of this By-Law

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

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

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

1. Introduction

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

2. Definitions & Interpretation

- 2.1 In this by-law:

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

"Common Property" means the common property for the Strata Scheme.

"Development Act" means the *Strata Schemes Development Act 2015*.

"Lot" means all lots within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 2015*.

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

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Committee" means the strata committee of the Owners Corporation.

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

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applies.

"Strata Legislation" means the Development Act and the Management Act.

"Works" means:

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

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

2.2 In this by-law:

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

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

3. Authorisation and Right of Exclusive Use

3.1 Authorisation

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

3.2 The Grant of Exclusive Use

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

3.3 Rights of the Owners Corporation

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

3.4 Responsibility for Maintenance and Upkeep

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

4. Terms & Conditions

4.1 Before Commencement of the Works

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

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

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

4.2 During the Conduct of the Works

- 4.2.1 During the Works, an Owner must:

4.2.1.1 Standard of Workmanship and replacement of pipes

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

4.2.1.2 Time for Completion of Works

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

4.2.1.3 Transportation of Construction Equipment

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

4.2.1.4 Debris

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

4.2.1.5 Storage of Building Materials on Common Property

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

4.2.1.6 Times for Renovations

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

4.2.1.7 Times for Operation of Noisy Equipment

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

4.2.1.8 Interruption to Services

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

4.2.1.9 Vehicles

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

4.2.1.10 Costs of Works

pay all costs associated with the Works,

4.2.1.11 Comply with All Laws

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

4.2.1.12 Right of Access

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

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, each Owner must:

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

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

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

4.4 Enduring Obligations

Each Owner must:

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

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

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

4.5 Indemnity

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

4.6 Access

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

5. Breach of this By-Law

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

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

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

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

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

1. Introduction

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

2. Definitions & Interpretation

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

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

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

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

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

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

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

3.2 The Approval Process

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

3.2.3 Your application must contain:

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

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

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

3.2.6 The owners corporation may:

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

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

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

(a) Prior Notice

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

(b) Contractor's Licence and Insurance Details

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

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

(c) Engineer's Report

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

(d) Dilapidation Report

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

(e) Bond

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

(f) Costs

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

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

4.2 During the Minor renovations

During the minor renovations you must:

(a) Standard of Workmanship

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

(b) Quality of Minor Renovations

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

(c) Time for Completion of Minor Renovations

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

(d) Times for Minor Renovations

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

(e) Times for Operation of Noisy Equipment

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

(f) Appearance of Minor Renovations

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

(g) Noise During Minor Renovations

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

(h) Transportation of Construction Equipment

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

(i) Debris

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

(j) Storage of Building Materials on Common Areas

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

(k) Protection of Building

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

(l) Daily Cleaning

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

(m) Interruption to Services

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

(n) Access

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

(o) Vehicles

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

(p) Security

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

(q) Variation to Minor Renovations

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

(r) Costs of Minor renovations

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

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

(a) Notify the Owners Corporation

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

(b) Access

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

(c) Restore the Common Areas

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

(d) Expert's Report

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

4.4 Enduring Obligations

You must:

(a) Maintenance of Minor Renovations

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

(b) Repair Damage

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

(c) Prevent Excessive Noise

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

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

(d) Indemnity

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

(e) Insurance

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

(f) Comply with the Law

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

5. Bond

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

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

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

6. Breach of this By-Law

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

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

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

7. Approvals

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

8. Specification of Additional Minor Renovations

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

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

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

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

1. Introduction

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

2. Definitions

In this by-law:

"Council" means the Northern Beaches Council and any successor;

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

"lot" means a lot in the strata scheme;

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

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

"strata scheme" means the strata scheme based on Strata Plan No. 77600;

"unlawful short term accommodation" means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

"you" means an owner, occupier or lessee of a lot.

3. Prohibiting Illegal Uses

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

4. Use of Lots as Domiciles

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

5. Prohibiting Unlawful Short Term Accommodation

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

6. Prohibiting Advertising of Illegal Uses

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

7. Restriction on Occupancy Numbers

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

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

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

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

1. Introduction

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

2. Definitions

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

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

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

3. Interpretation

In this by-law:

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

4. General Rules

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

5. General Obligations

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

6. Payment of Expenses

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

7. Interest on Expenses

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

8. Payment of Recovery Costs

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

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

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

for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

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

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

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

11. Appropriation of Payments

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

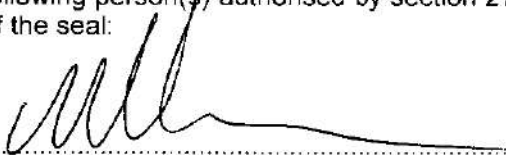
12. Sale of Lot

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

Execution Page

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

Signature:



Name(s):

Murray Cameron

Authority:

Strata Manager



Northern Beaches Council Planning Certificate – Part 2

Applicant: Aldren Conveyancing Services
PO Box 468
DEE WHY NSW 2099

Reference: 20881
Date: 25/02/2020
Certificate No. ePLC2020/1199

Address of Property: 59/48A Consul Road BROOKVALE NSW 2100
Description of Property: Lot 59 SP 77600

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy (Primary Production and Rural Development) 2019
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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 subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
 Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

1.2 b) Draft Local Environmental Plans

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional “Key Sites”
- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

Planning Proposal - Manly Creek Riparian Lands, Manly Vale (in the vicinity of “Mermaid Pool”)

Applies to: Crown Land:

- Part Lot 7370 DP1165551 being land adjoining 102 King Street, Manly Vale
- Part Lot 7369 DP1165551 Wandella Road, Allambie Heights, south of Jenna Close, Allambie heights
- Lot 7371 DP1165577
- Part unmade road at the southern end of Wandella Road, King Street, Manly Vale

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation).

- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 27 November 2018

Gateway Determination: 9 August 2019

Planning Proposal - Freshwater Village Carpark Reclassification

Applies to land: Oliver Street carpark and Lawrence Street carpark, Freshwater

Outline: Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB_010 map to implement a maximum height of building of 3 metres.

Council resolution: 27 November 2018

Gateway determination: 23 September 2019

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.
- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Veterinary hospitals

4 Prohibited

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone E2 Environmental Conservation

1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
- To protect and enhance the quality and character of visually sensitive areas and preserve significant natural landforms in their natural state.
- To manage development in areas having steep sloping topography or that are subject to any potential landslide.
- To manage water quality in significant water catchment areas.
- To ensure that development, by way of its type, design and location, complements and enhances the natural environment in environmentally sensitive areas.

2 Permitted without consent

Nil

3 Permitted with consent

Environmental protection works; Roads

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(e) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

A heritage item is situated on the land as identified in Schedule 5 of the *Warringah Local Environmental Plan 2011*.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

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

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

a) Housing Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

b) Rural Housing Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2020.

d) Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

e) Housing Alterations Code**High Biodiversity Significance**

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

f) General Development Code**High Biodiversity Significance**

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

g) Commercial and Industrial Alterations Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

h) Commercial and Industrial (New Buildings and Additions) Code**High Biodiversity Significance**

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

i) Container Recycling Facilities Code**High Biodiversity Significance**

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

j) Subdivisions Code**High Biodiversity Significance**

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

k) Demolition Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

l) Fire Safety Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

Heritage Item

For the purposes of clause 1.17A (1) (d) (iii) complying development may not be carried out on that part of the land that comprises the heritage item listed in *Warringah Local Environmental Plan 2011* (WLEP2011). Where a heritage item listed in WLEP2011 does not comprise the whole of the relevant land, the restriction under (1) (d) applies only to that part of the land that is described in WLEP2011 Schedule 5 Environmental Heritage.

m) Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4. 4A (Repealed)

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

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

5. Mine Subsidence

The land has not been proclaimed to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

6. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

7. Council and other public authority policies on hazard risk restriction

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Land Slip Risk Map - Area C

The land is identified as being on the *Warringah Local Environmental Plan 2011 - Landslip Risk Map* as Area C. Restrictions apply to the carrying out of works on this land under Clause 6.4 (Development on Sloping Land) of the *Warringah Local Environmental Plan 2011* and section E10 (Landslip Risk) of the *Warringah Development Control Plan 2011*.

- (b) The following information applies to any policy as 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 a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Bush Fire Prone Land

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land. The requirements of the NSW Rural Fire Service document *Planning for Bush Fire Protection* apply to this land. For further information please contact the Warringah Pittwater District Rural Fire Service.

Final Draft Northern Beaches Bush Fire Prone Land Map (BFPLM)

This land is identified as bush fire prone land on the Final Draft Northern Beaches Bush Fire Prone Land Map. The Northern Beaches BFPLM will supersede the Warringah BFPLM 2016, Pittwater BFPLM 2013 and Manly BFPLM 2010 from the date of its Certification by the Commissioner of the NSW Rural Fire Service. Please refer to the project page on Council's website for more information.

7A. Flood related development control Information

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

Bush Fire Prone Land

The land is bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

All of the land is bush fire prone land.

12. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

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

Council has not been notified of the existence of an order 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

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act 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 for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

- (1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

Additional matters under the Contaminated Land Management Act 1997

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

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Ray Brownlee PSM

Chief Executive Officer

25/02/2020

