

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 90353170	NSW DAN:
vendor's agent	Drake Real Estate 2 18 Waterloo Street Narrabeen NSW 2101		Phone: 02 9913 3733 Fax: 02 9970 7550 Ref:
co-agent			
vendor	Stephen Kenneth Cook, Jane Caroline Muthoni Kimuri 9 28 Macpherson Street Warriewood NSW 2102		
vendor's solicitor	Rigg Conveyancing Shop 1 10 Rickard Road North Narrabeen NSW 2101		Phone: 02 9913 9861 Fax: 02 8088 6586 Ref: 4821
date for completion	42nd day after the date of this contract	(clause 15)	Email: robert@riggconveyancing.com
land	9/28 Macpherson Street Warriewood NSW 2102		
(Address, plan details and title reference)	Lot 9 in SP 35923 9/SP35923		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input type="checkbox"/> other:	
exclusions	TV Mounting Bracket	
purchaser		
purchaser's solicitor		Phone: Fax: Ref: Email:
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*
(residential withholding payment)

☒ NO ☐ yes(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
 - 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
 - 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

SPECIAL CONDITIONS

The terms of the printed Contract to which these additional conditions **are annexed shall be read** subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. In the interpretation of this document, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender. The parties agree that should any provision be held to be contrary to **law, void or unenforceable**, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 5.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to Issue a 'Notice to Complete' calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A 'Notice to Complete' of such duration is considered by the parties as being deemed reasonable and **sufficient to render the** time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such 'Notice to Complete' and re-issue another one at any time. The party that issues the Notice to Complete shall be entitled to recover the fee of \$330.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.
2. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as eight percent (8%) interest per annum on the balance of the purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
3. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
4. The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified above and the Purchaser hereby indemnifies the Vendor against any claim for commission together with any costs or expenses incurred by the Vendor which shall arise as a result of a breach of this warranty by the Purchaser. The benefit of this clause shall not merge on completion but shall inure thereafter for the benefit of the Vendor.

5. The form of Contract annexed is amended as follows:
 - a. Clause 7.1.1 is amended by replacing '5%' with '1%'
 - b. Clause 25 delete in its entirety.
 - c. Printed Clause 18 is amended by adding the following: Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
 - d. Clause 23.6.1 is amended by replacing all words with "the vendor is liable for all contributions due before the contract date".
 - e. Clause 23.6.2 is amended by replacing all words with "the purchaser is liable for all contributions due after the contract date".
6. If the Vendor or Purchaser or, if more than one, any one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.
7. Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of a deposit, stamp duty or the balance of purchase monies on the purchase of Real Estate, providing that such is held within a trust account of a Real Estate Agent, Solicitor or Licensed Conveyancer or paid to Revenue NSW, and providing such deposit shall not be further released without the Purchasers express consent. The purchaser agrees that the signing of this Contract shall be full and irrevocable authority that the stakeholder is authorised to release such deposit without further written authorisation from the purchaser or their legal representative.
8. Notwithstanding anything else contained herein, the parties agree that should the Purchasers apply for a s6.26 building information certificate under Environmental Planning and Assessment Act 1979 or Building Certificate from Council and Council should list any defects or require any work to be done other than matters justifying a demolition or upgrading order specified in the Conveyancing (Sale of Land) Regulation 2017, then the Vendors shall not be required to expend monies or carry out any such work or rectify such defects.
9. Should the Purchaser become entitled to rescind the contract for breach of the Vendor warranty prescribed in the Conveyancing (Sale of Land) Regulation 2017, the vendor shall also be entitled to rescind the contract provided such right is exercise before the Purchaser has served his notice of rescission.

10. Requisitions

The attached Law Society Requisitions 2017 are deemed to be served on the date of this contract.

11. Payment of Part Deposit – less than 10% - Notwithstanding any other provision in this contract, if on the date hereof the purchaser, with the agreement of the vendor, has paid less than the ten percent (10%) deposit, then the purchaser agrees that the deposit payable is ten per cent (10%) which will be paid as follows:
 - a. Five per cent (5%) payable to the stakeholder on the date hereof; and

- b. The balance of the ten per cent (10%) deposit payable to the vendor (or as directed by the vendor or his conveyancer) on completion or on termination of this contract in accordance with standard clause 9.
- c. The clause 2.9 is amended by deleting the words 'the parties equally' in line 3 and inserting in lieu the words "the vendor".
- d. This clause shall not merge on completion and the vendor shall be entitled to sue for recovery for so much of the 10% deposit that remains outstanding as a debt due by the Purchaser to the vendor together with interest at the rate of 10% per annum from the date of the demand for such amount until the date of payment in full of the balance of the deposit and interest.

12. The Property

- a. The Purchaser accepts the property in its present condition and state of repair and subject to any infestation or dilapidation with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make any claim or requisition or rescind or terminate in this regard.
- b. The Purchasers acknowledge that they have inspected the property and that they are entering into this contract as a result of their own enquiries and inspections and have not relied on any statement, representation or warranty by or on behalf of the Vendors, other than those as set out in this contract and those implied by section 52A of the Conveyancing Act 1919.
- c. The furnishings and chattels ('inclusions') referred to on the front page of this contract are included in the sale. The Vendors have not made any and do not make any representation or warranty as to the state of repair or condition of the inclusions and the purchasers accept them in their state of condition and repair.

13. Guarantee where purchaser a proprietary company

This condition applies if the purchaser is a proprietary company. For the purposes of this agreement, 'covenantor' means the directors and those holding shares in the capital of the purchaser. The obligations of those who comprise the covenantor will be joint and several. In consideration of the vendor at the request of the covenantor entering into this agreement, the covenantor:

- a. Covenants with the vendor that the covenantor will be with the purchaser jointly and severally liable to the vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this agreement; and
- b. Guarantees to the vendor the punctual payment of all money payable by the purchaser under this agreement and the performance of the terms and conditions of this agreement.
- c. If for any reason this agreement is not enforceable by the vendor against the purchaser in whole or in part, the covenantor will indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser had this agreement been enforceable against the purchaser.

- 14. Notwithstanding any other provision of this contract, if a cooling-off period applies, then the deposit shall be paid by two instalments as follows:

- a. An amount of equalling 0.25% of the purchase price on or before the making of this contract,
 - b. The balance of the deposit to be paid no later than 5pm on the expiry of the cooling off period, time being of the essence.
 - c. If the purchaser fails to provide the balance of deposit as per clause (b) above, notwithstanding any other provisions in the contract, the vendor will be entitled to terminate the contract and the provisions of clause 9 of the contract will apply.
15. For the purposes of execution of this contract, a scanned, emailed or other electronically delivered signature of any party shall be deemed to constitute an original signature, and electronic copies hereof shall be deemed to constitute duplicate originals. Each party hereby consents to be bound by such electronically delivered signatures and/or counterparts.
16. Error in Adjustments: If any error is made in the calculation of any apportionment of outgoings required to be made under this contract, the parties agree to correct such error and reimburse each other accordingly after settlement. This clause shall not merge on completion.
17. The purchaser authorises the agent to make the deposit available for settlement should the vendor require it for completion of another contract, discharge the vendor's liability under any mortgage associated with the property or to pay existing land tax.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/SP35923

SEARCH DATE	TIME	EDITION NO	DATE
8/11/2021	11:56 AM	6	12/1/2017

LAND

LOT 9 IN STRATA PLAN 35923
AT WARRIEWOOD
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

STEPHEN KENNETH COOK
JANE CAROLINE MUTHONI KIMURI
AS JOINT TENANTS (T AE841855)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP35923
- 2 AM50850 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP35923

SEARCH DATE	TIME	EDITION NO	DATE
8/11/2021	11:56 AM	13	19/11/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 35923
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WARRIEWOOD
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP35923

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 35923
ADDRESS FOR SERVICE OF DOCUMENTS:
28 MACPHERSON ST
WARRIEWOOD 2102

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 Y423023 POSITIVE COVENANT
- 3 AN417722 INITIAL PERIOD EXPIRED
- 4 AQ561062 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 710)

STRATA PLAN 35923

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10	4	- 10
5	- 10	6	- 10	7	- 10	8	- 10
9	- 10	10	- 10	11	- 10	12	- 10
13	- 10	14	- 10	15	- 10	16	- 10
17	- 10	18	- 10	19	- 10	20	- 10
21	- 10	22	- 10	23	- 10	24	- 10
25	- 10	26	- 10	27	- 10	28	- 10
29	- 10	30	- 10	31	- 10	32	- 10
33	- 10	34	- 10	35	- 10	36	- 10
37	- 10	38	- 10	39	- 10	40	- 10
41	- 10	42	- 10	43	- 10	44	- 10
45	- 10	46	- 10	47	- 10	48	- 10
49	- 10	50	- 10	51	- 10	52	- 10
53	- 10	54	- 10	55	- 10	56	- 10
57	- 10	58	- 10	59	- 10	60	- 10

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP35923

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 710) (CONTINUED)

STRATA PLAN 35923

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
61	- 10	62	- 10	63	- 10	64	- 10
65	- 10	66	- 10	67	- 10	68	- 10
69	- 10	70	- 10	71	- 10		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

4821

PRINTED ON 8/11/2021

COUNCIL'S CERTIFICATE

The Council of the **WARRINGAH** Shire of **WARRINGAH** having satisfied itself that the requirements of the Strata Title Act, 1972 have been complied with, the approval of plans have been granted.

Illustrated herein is a plan of the building and the alignment of the strata plan.

* This approval is given on the condition that the plan is a true and correct copy of the original plan.

Strata Title Act, 1972

Date: **29.11.89**

Subdivision No. **1258/89**

John Boulton
Council Clerk

* Complete, or delete if inapplicable.

SURVEYOR'S CERTIFICATE

I, **JOHN BOULTON** P.L. DX. 11333 HURSTVILLE a surveyor registered under the Surveyors Act, 1929, hereby certify that:

(1) the land shown on any part of which a strata plan is a boundary of a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel subject to the proposed strata plan.

* (a) except to the extent that the building encroaches on a public place;

* (b) eaves and gutters of the building encroach on land other than a public place, in respect of which eaves and gutters are not required to be removed.

(5) the survey information provided in the accompanying location plan is accurate.

Signature: **John Boulton**

Date: **28.3.89**

* Delete if inapplicable

* State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in 14 sheets.

SUBDIVISION OF
PLAN OF X1 IN D.P. 791565



STRATA PLAN 35923

Matr/Shire City

WARRINGAH

Locality: WARRIEWOOD

Registered: SH 112.1989

C.A.: No 1258/89 OF 29.11.1989

Parish:

NARRABEEN

County: CUMBERLAND

Purpose: STRATA PLAN

Reduction Ratio 1:

Lengths are in metres



Ref. Map: U1867 - 62 #

Last Plan: DP 791565

Name of, and *address for service of notices on, the body corporate

THE PROPRIETORS
STRATA PLAN No. 35923

* Address required on original strata plan only.

No. 28 MACPHERSON ST. WARRIEWOOD 2102

Signatures, seals and statements of intention to create easements or restrictions as to use:

The **Director** Seal of:
MERITON APARTMENTS PTY. LIMITED
was hereunto affixed by authority of the Board of Directors in the presence of:

Secretary

Director



VIDE SHEET 2 FOR LOCATION PLAN

SURVEYOR'S REFERENCE: 112273

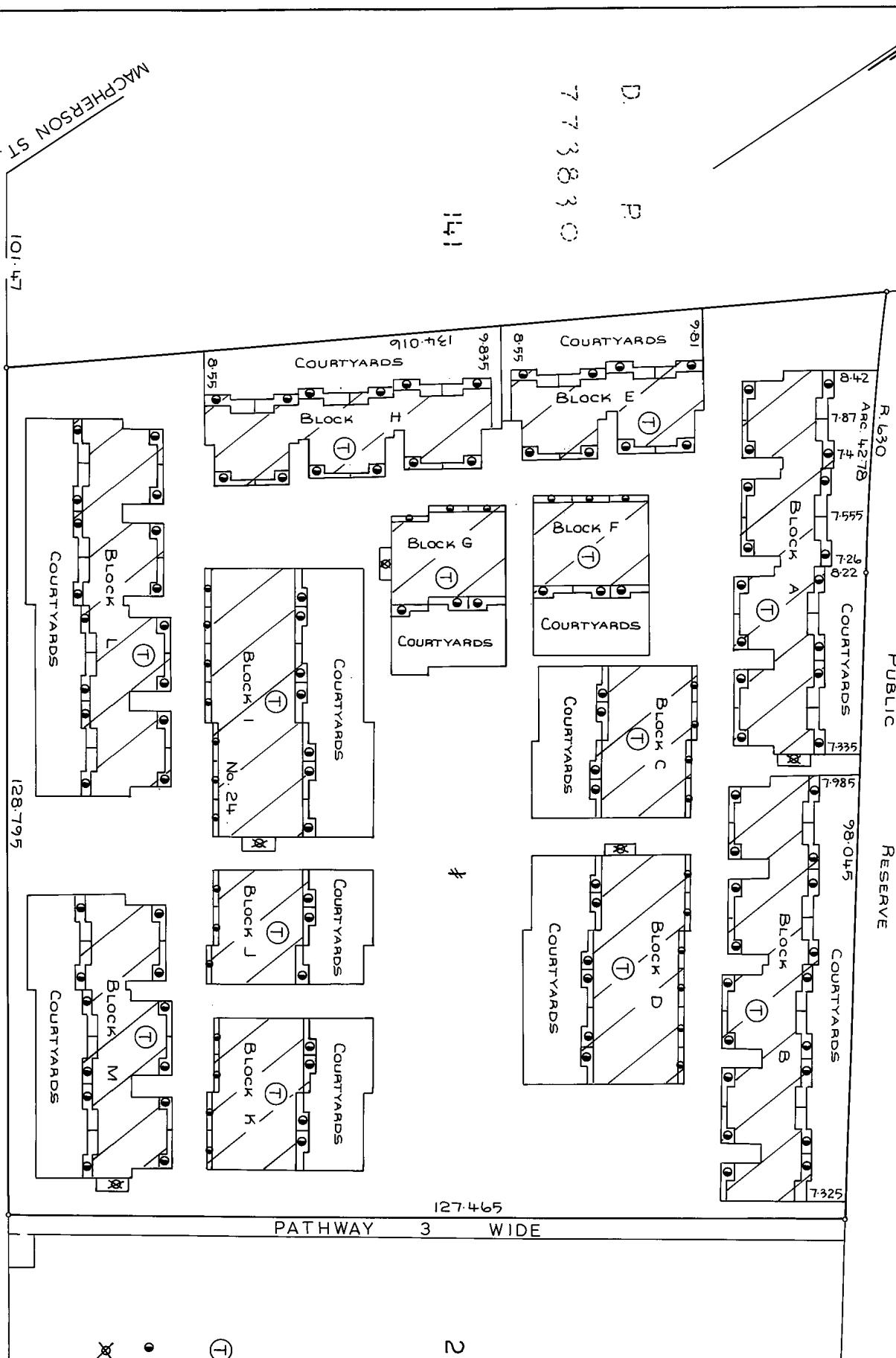
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

NO 71 W 14 N

STRATA PLAN 35923

LOCATION PLAN



2

① 2 STOREY BRICK TOWNHOUSES
TILE ROOFS

● BALCONIES

✕ METER ROOM

MACPHERSON

STREET

Reduction Ratio 1: 600

Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Council Clerk



STRATA PLAN 35923

*OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENT	
LOT No.	UNIT ENTITLEMENT
1	10
2	10
3	10
4	10
5	10
6	10
7	10
8	10
9	10
10	10
11	10
12	10
13	10
14	10
15	10
16	10
17	10
18	10
19	10
20	10
21	10
22	10
23	10
24	10

SCHEDULE OF UNIT ENTITLEMENT	
LOT No.	UNIT ENTITLEMENT
25	10
26	10
27	10
28	10
29	10
30	10
31	10
32	10
33	10
34	10
35	10
36	10
37	10
38	10
39	10
40	10
41	10
42	10
43	10
44	10
45	10
46	10
47	10
48	10

SCHEDULE OF UNIT ENTITLEMENT	
LOT No.	UNIT ENTITLEMENT
49	10
50	10
51	10
52	10
53	10
54	10
55	10
56	10
57	10
58	10
59	10
60	10
61	10
62	10
63	10
64	10
65	10
66	10
67	10
68	10
69	10
70	10
71	10
Agg.	710

Reduction Ratio 1:

Lengths are in metres



Registered Surveyor

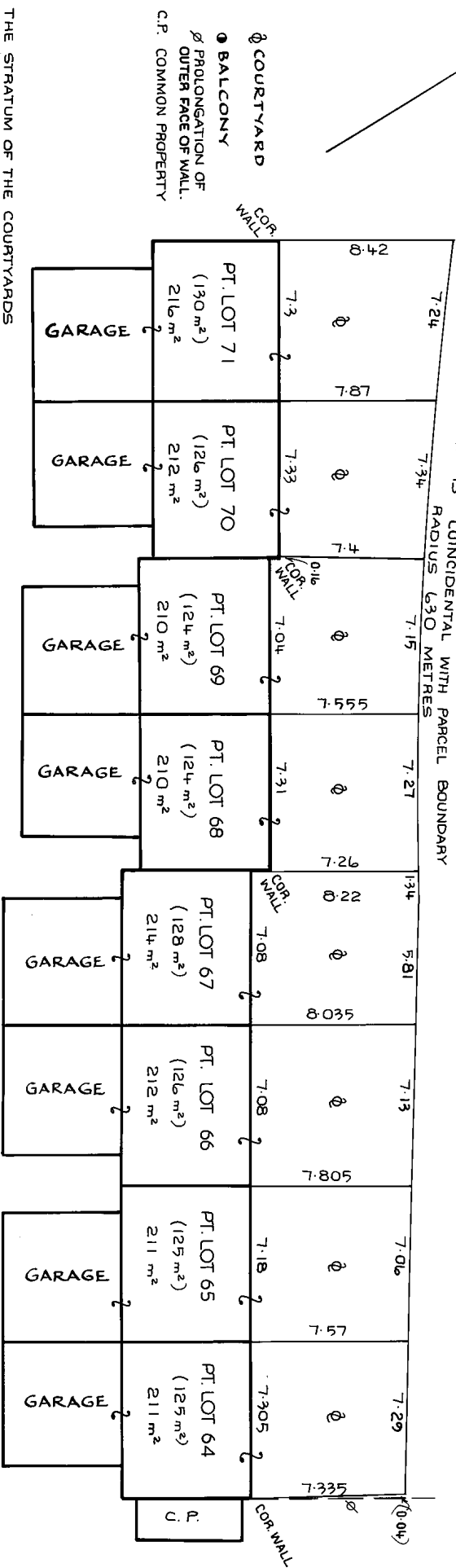
Council Clerk

SURVEYOR'S REFERENCE: 112273

BLOCK A

GROUND FLOOR

COURTYARD BOUNDARY IS COINCIDENTAL WITH PARCEL BOUNDARY
RADIUS 6.30 METRES

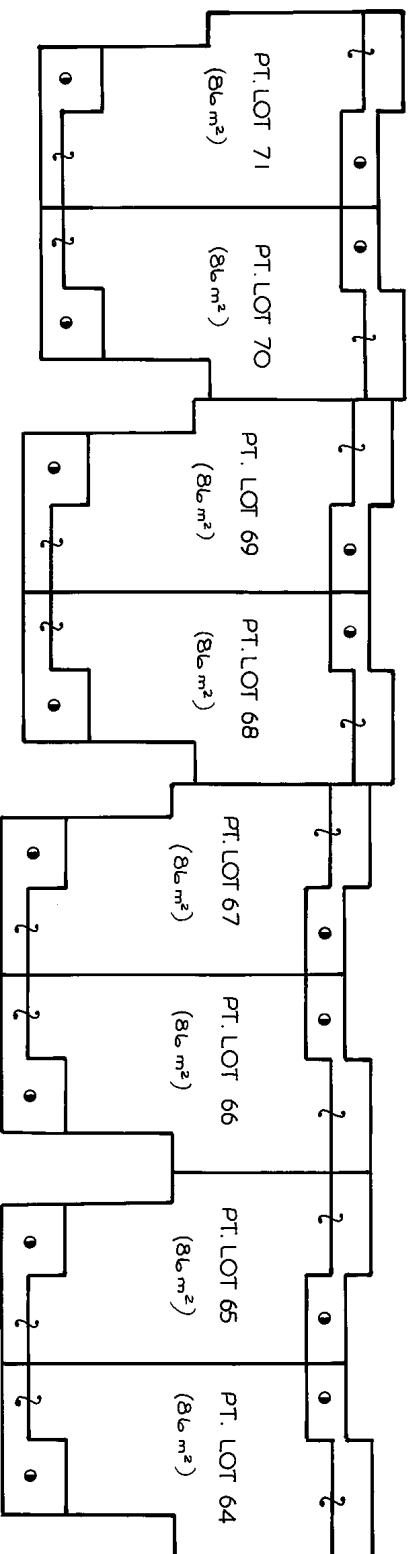


THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

FIRST FLOOR

ALL AREAS ARE APPROXIMATE.



Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

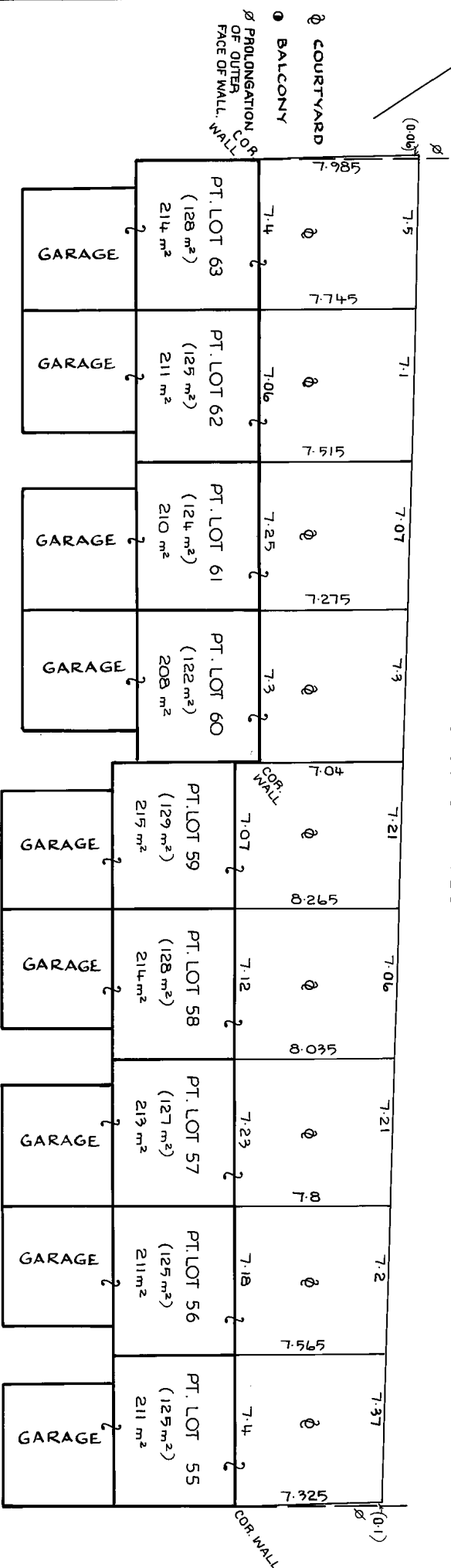
Council Clerk



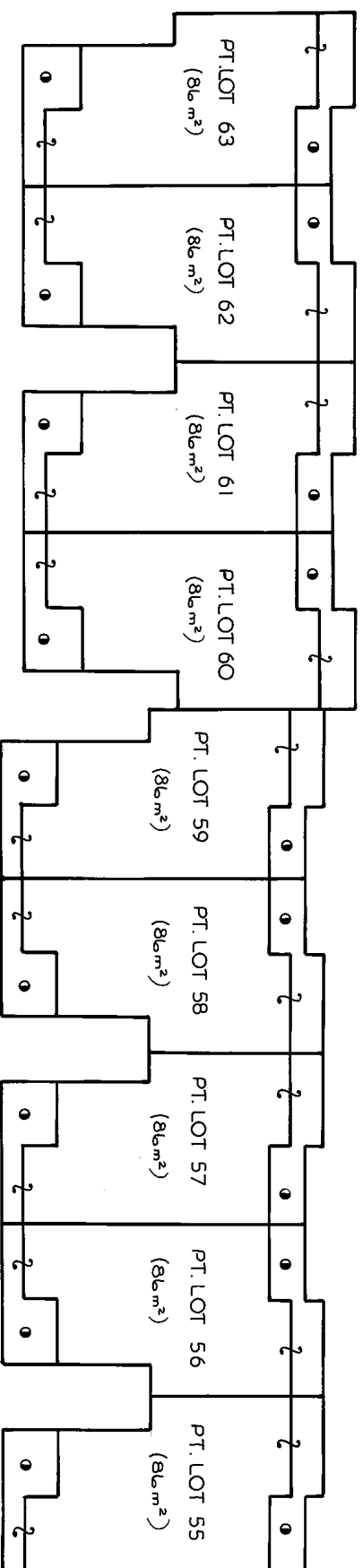
STRATA PLAN 35923

BLOCK B

GROUND FLOOR



FIRST FLOOR



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

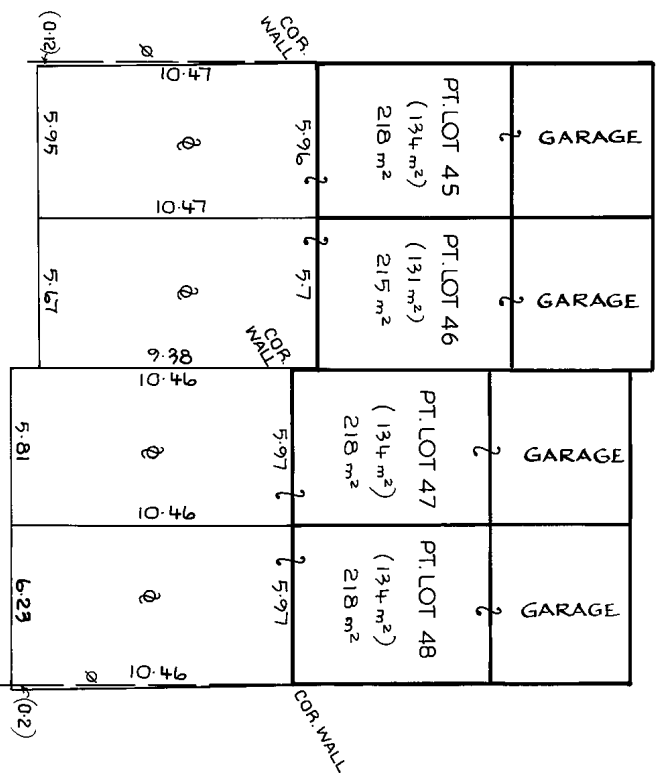
Registered Surveyor

Council Clerk



Block C

GROUND FLOOR



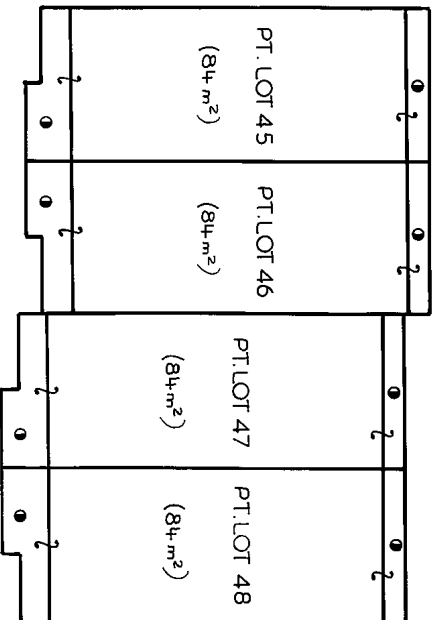
- Ø COURTYARD
- BALCONY
- Ø PROLONGATION OF OUTER FACE OF WALL.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

FIRST FLOOR



Reduction Ratio 1:200

Lengths are in metres

SURVEYOR'S REFERENCE: 112273

~~Registered Surveyor~~

Council Clerk

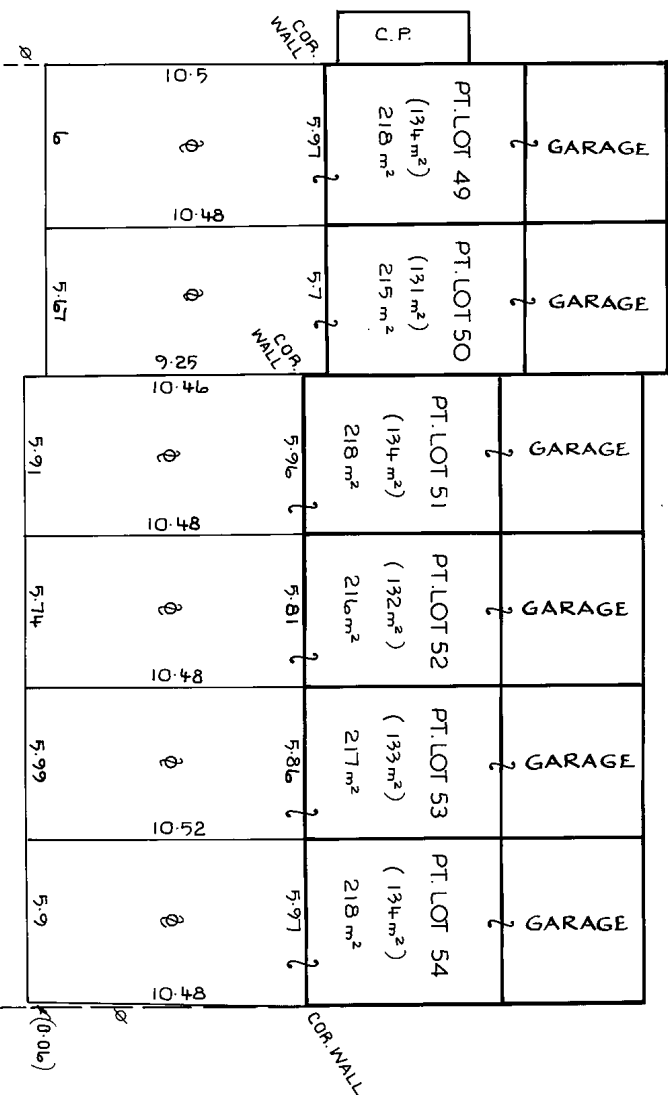


*OFFICE USE ONLY

STRATA PLAN 35923

BLOCK D

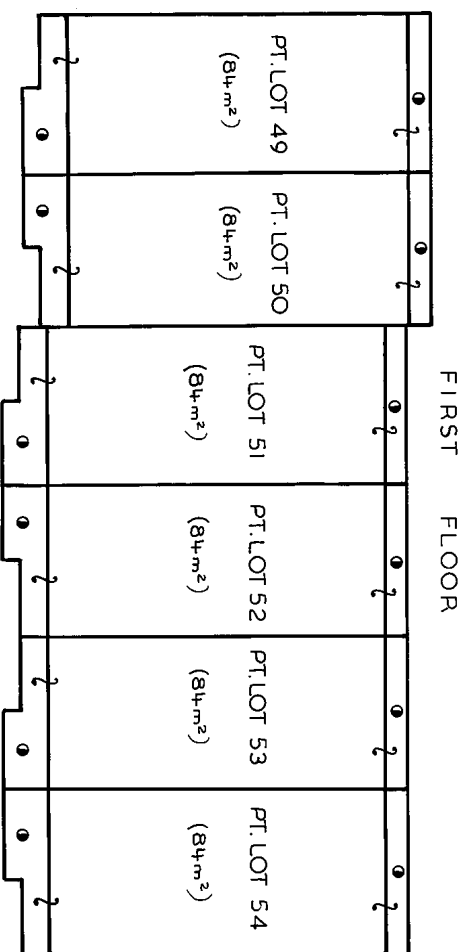
GROUND FLOOR



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.



FIRST FLOOR

Reduction Ratio 1:200

Lengths are in metres



Registered Surveyor

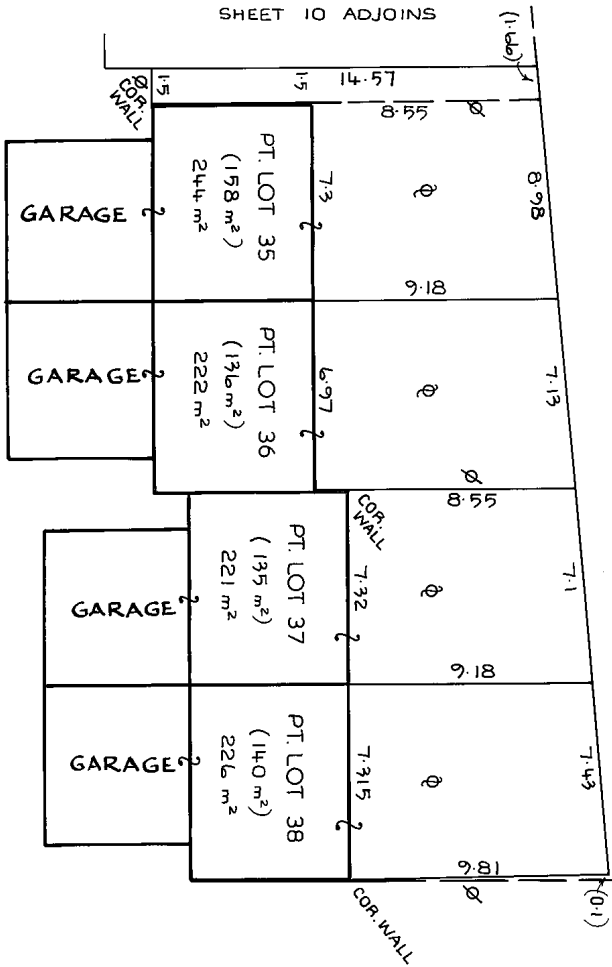
Council Clerk

SURVEYOR'S REFERENCE: 112273

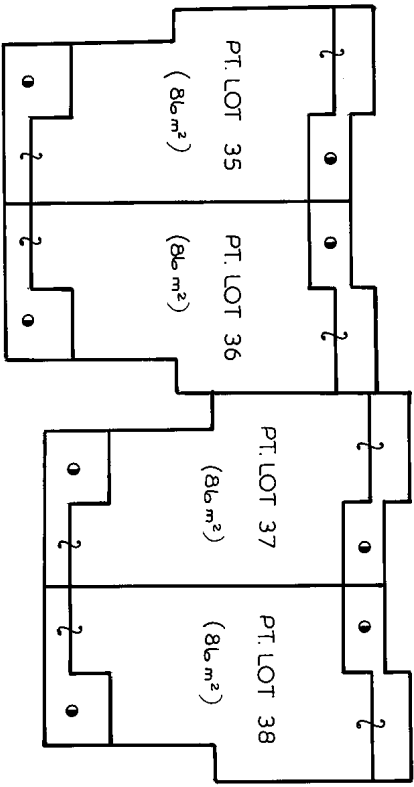
STRATA PLAN 35923

BLOCK E

GROUND FLOOR



FIRST FLOOR



- Ø COURTYARD
- Ø BALCONY
- Ø PROLONGATION OF OUTER FACE OF WALL.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT

ALL AREAS ARE APPROXIMATE.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres



Registered Surveyor

Council Clerk

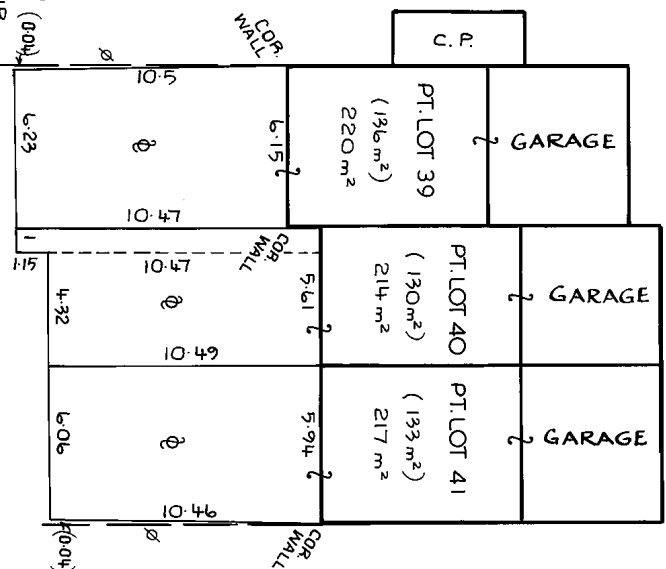
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BLOCK G

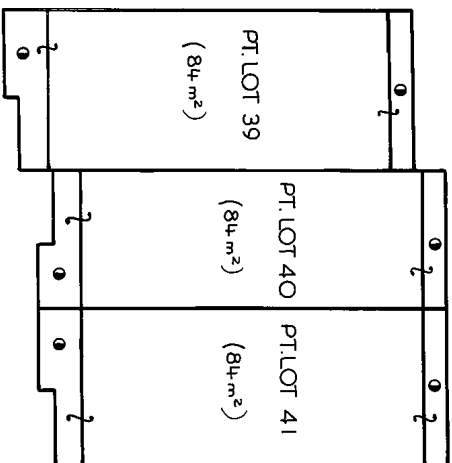
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STRATA PLAN 35923

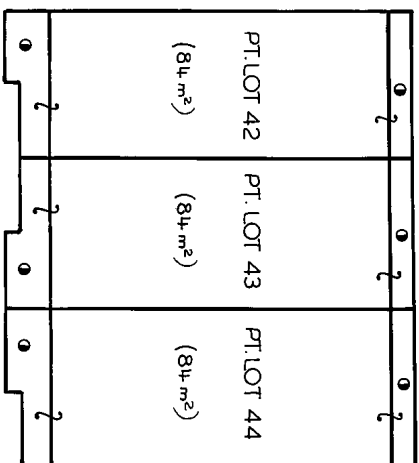
GROUND FLOOR



FIRST FLOOR



SECOND FLOOR



Ø COURTYARD
Ø BALCONY
Ø PROLONGATION OF OUTER
FACE OF WALL.
C.P. COMMON PROPERTY

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 112273

BLOCK H

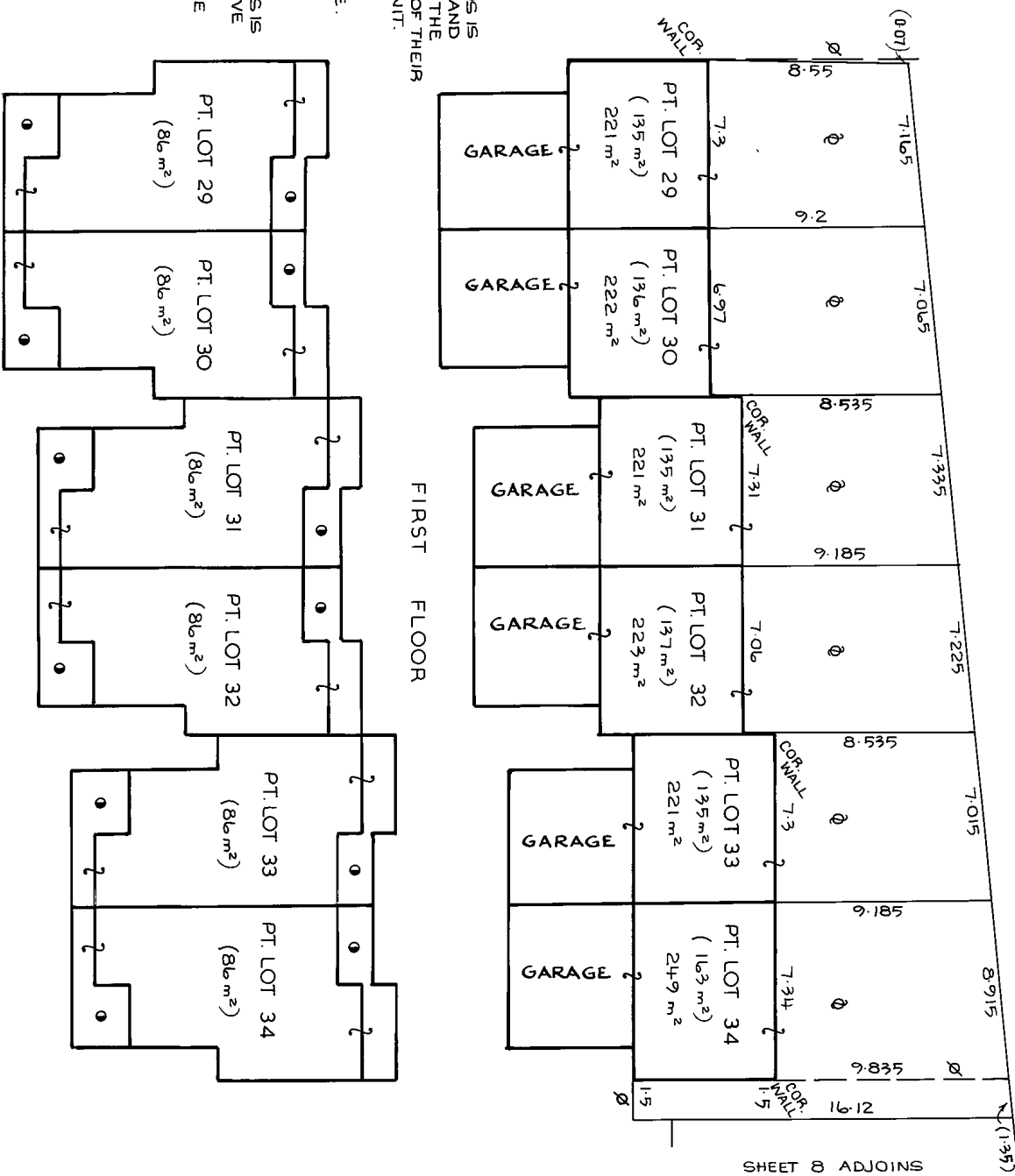
GROUND FLOOR

Ø COURTYARD
Ø BALCONY
Ø PROLONGATION OF OUTER
FACE OF WALL

THE STRUTUM OF THE COURTYARDS IS
LIMITED IN HEIGHT TO 2 BELOW AND
WHERE UNCOVERED TO 3 ABOVE THE
UPPER SURFACE OF THE FLOOR OF THEIR
RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE.

THE STRUTUM OF THE BALCONIES IS
LIMITED IN HEIGHT TO 2.5 ABOVE
THE UPPER SURFACE OF THEIR
CONCRETE BASE EXCEPT WHERE
COVERED.



SHEET 8 ADJOINS

Reduction Ratio 1:200

Lengths are in metres

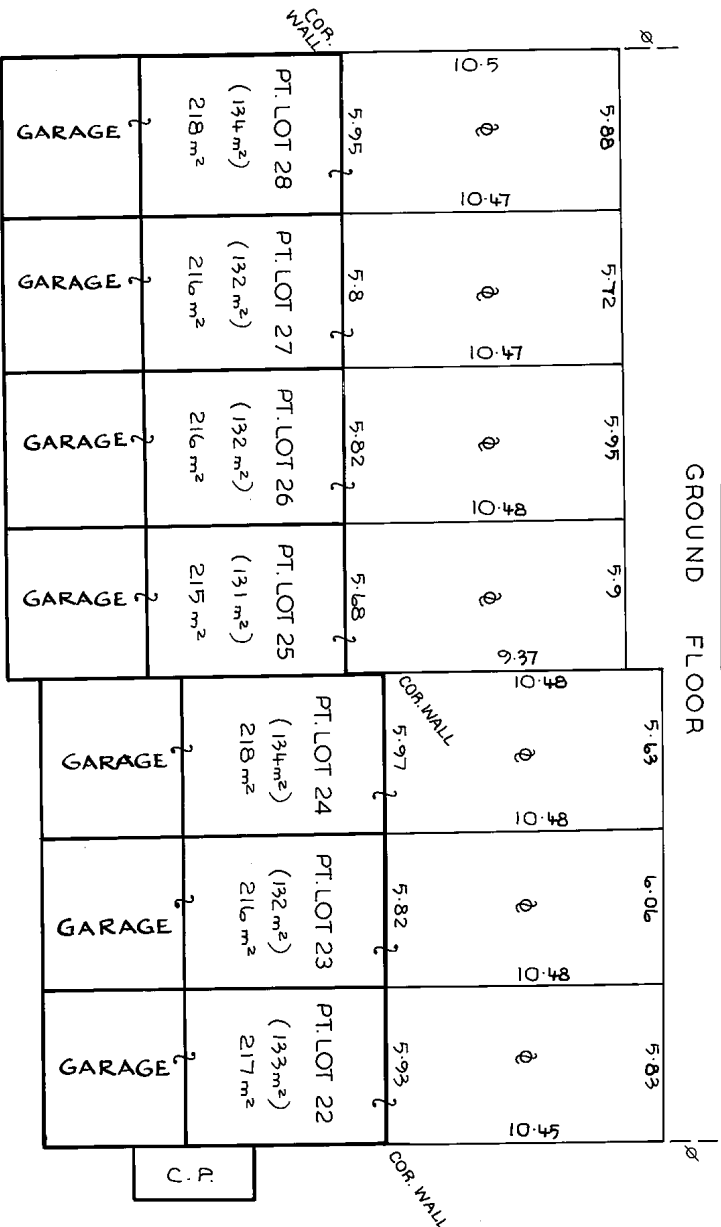
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Registered Surveyor

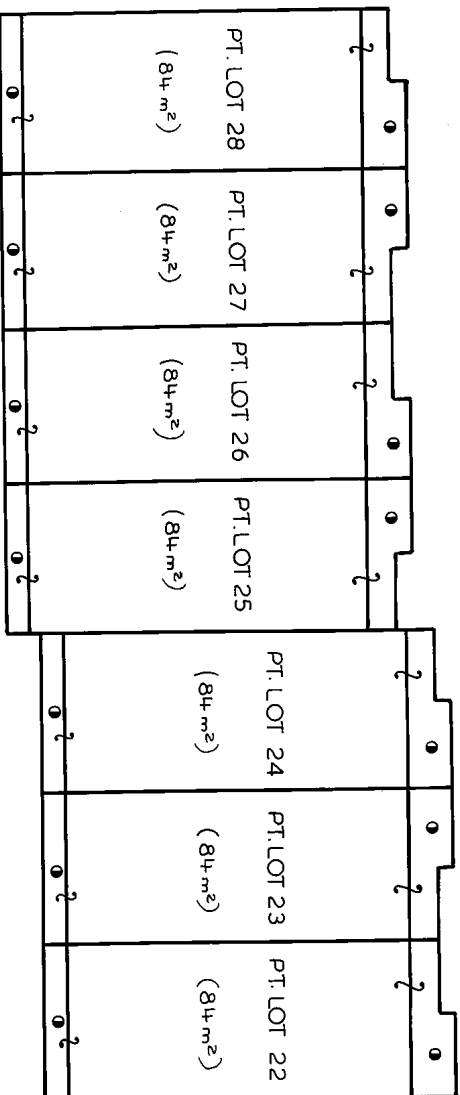
Council Clerk



STRATA PLAN 35923

BLOCK 1
GROUND FLOOR

FIRST FLOOR



THE STRUTUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE.

THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

○ COURTYARD
○ BALCONY
○ PROLONGATION OF OUTER FACE OF WALL.
C.P. COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



SURVEYORS REFERENCE 112273

Registered Surveyor

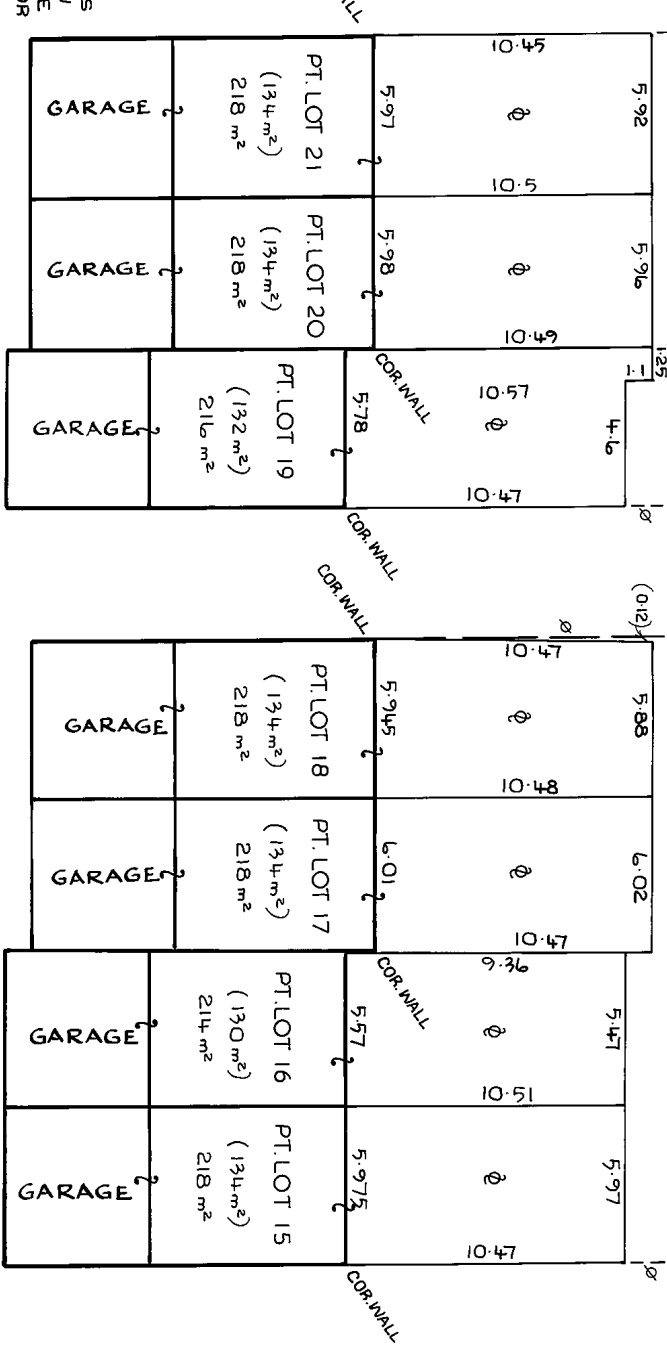
Council Clerk

STRATA PLAN 35923

BLOCK J

BLOCK K

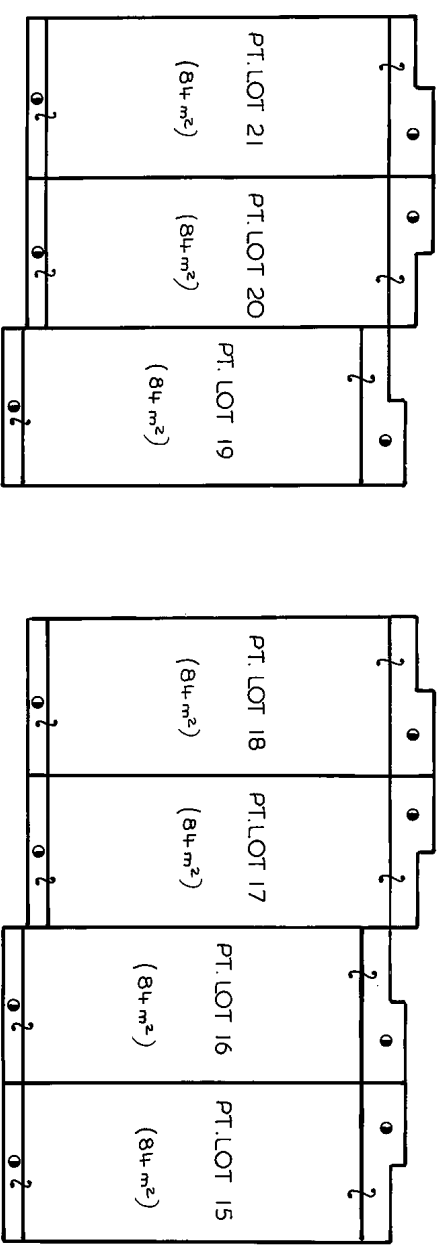
GROUND FLOOR



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

ALL AREAS ARE APPROXIMATE.

FIRST FLOOR



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

Reduction Ratio 1:200

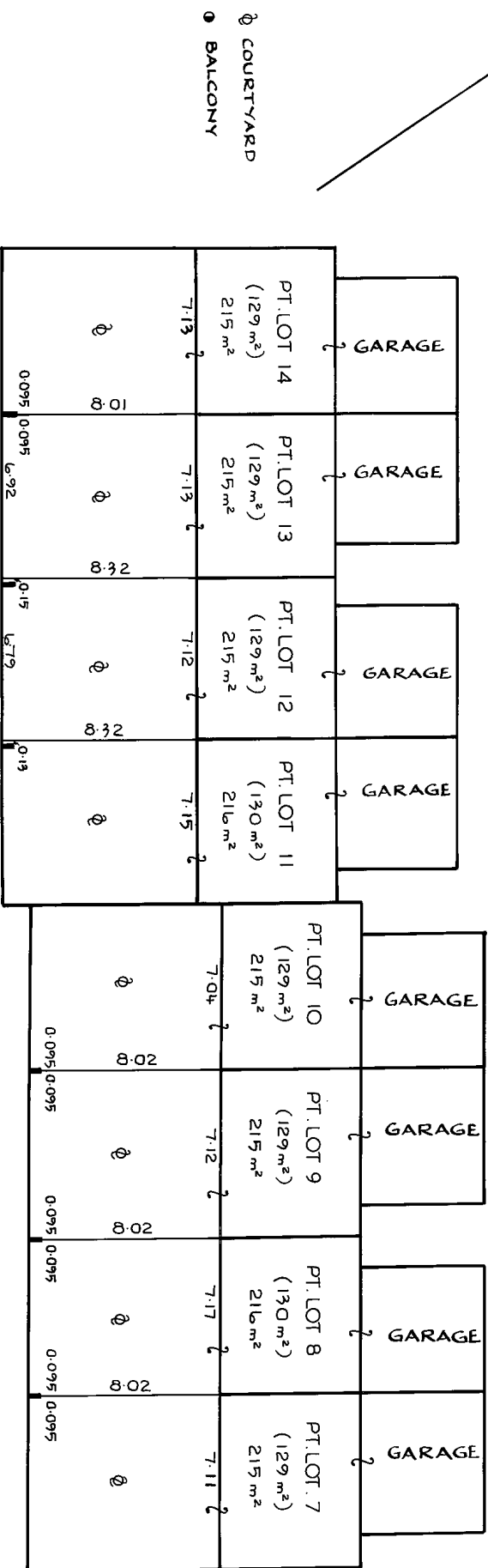
Lengths are in metres



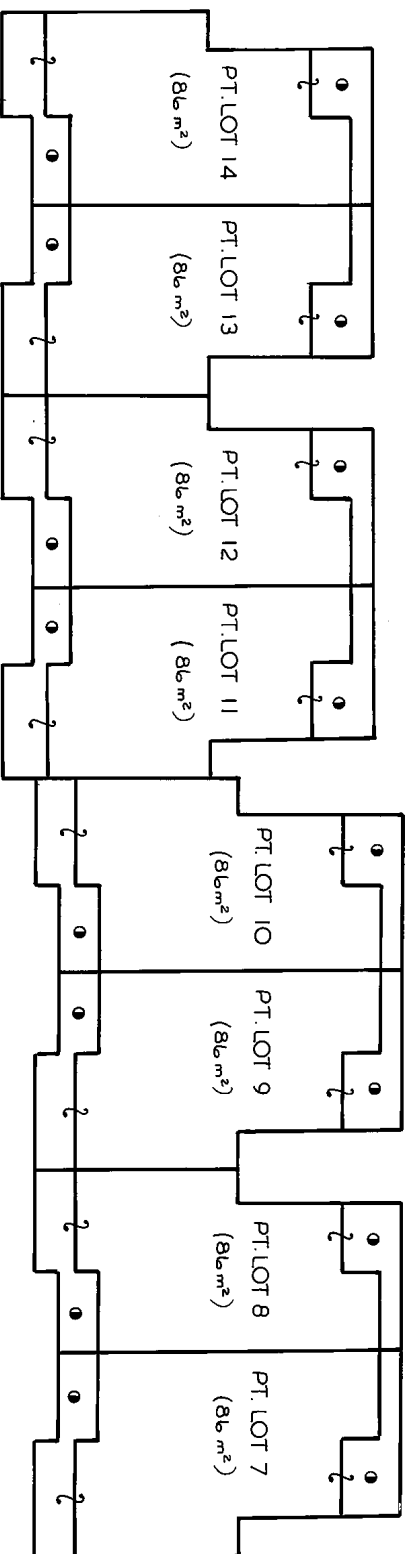
Registered Surveyor
SURVEYOR'S REFERENCE: 112273

7 Nov 2009
Council Clerk

STRAITA PLAN 35923

BLOCK L
GROUND FLOOR

FIRST FLOOR



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

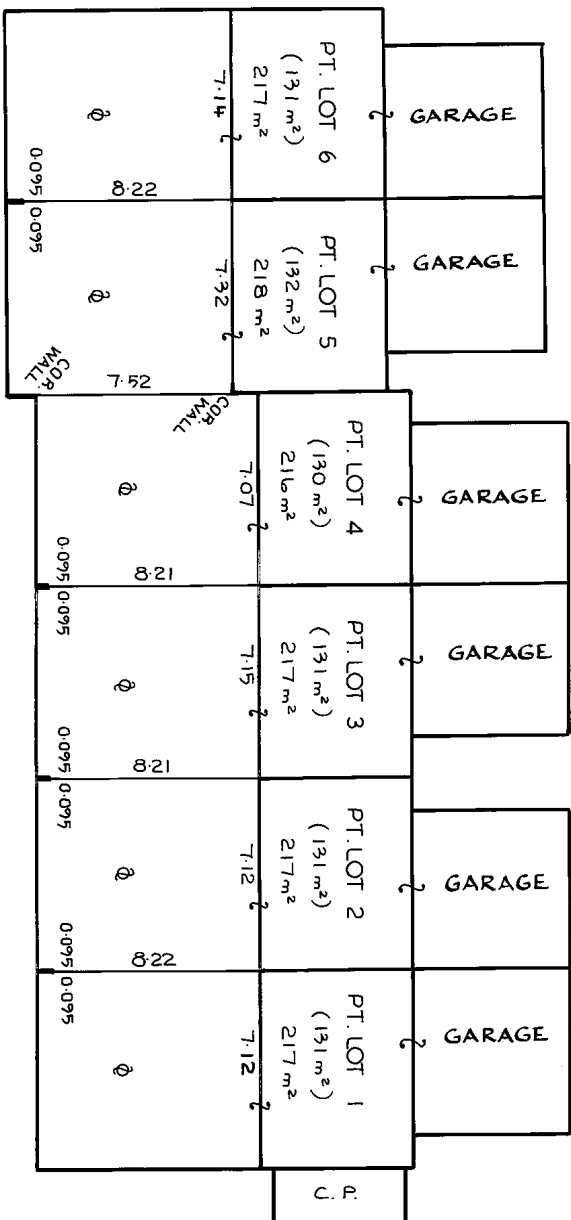


Registered Surveyor

Council Clerk

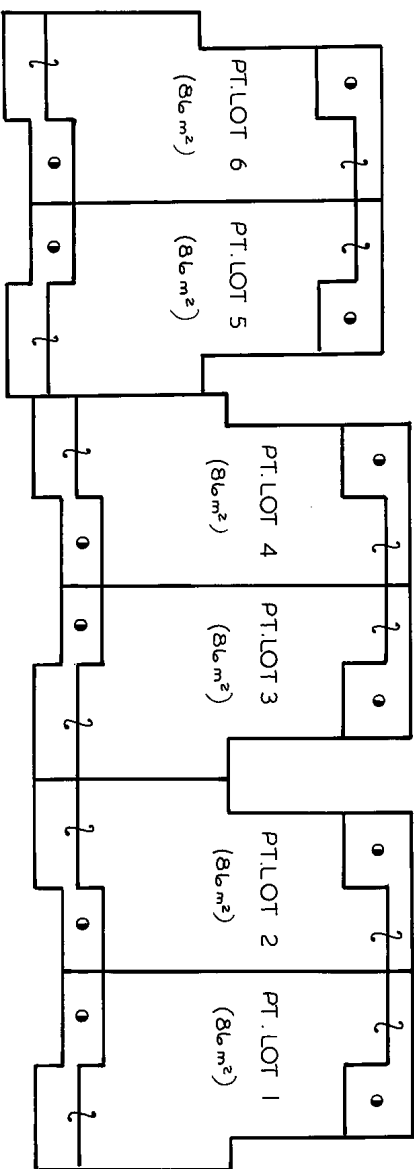
SURVEYOR'S REFERENCE: 112273

BLOCK M
GROUND FLOOR



Ø COURTYARD
Ø BALCONY
C/P COMMON PROPERTY

FIRST FLOOR



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 2 BELOW AND WHERE UNCOVERED TO 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Council Clerk





Y423023

115

POSITIVE COVENANT

PURSUANT TO SECTION 88E(3), CONVEYANCING ACT, 1919
REAL PROPERTY ACT, 1900

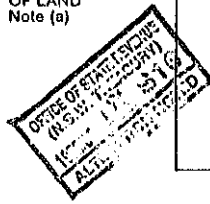
(See instructions for Completion on back of form)

PC

9A	1 of 1	1
\$78.00		

Rch.

DESCRIPTION
OF LAND
Note (a)



Torrens Title Reference	If part only, delete Whole and give details
2/749234 VOLUME 4790 FOLIO 33 VOLUME 3557 FOLIO 121	WHOLE

THE COUNCIL OF THE SHIRE OF WARRINGAH of Civic Centre, Dee Why

Note (b)

a PRESCRIBED AUTHORITY within the meaning of Section 88E(1) of the Conveyancing Act, 1919, hereby imposes on the land above described the positive covenant which is set out overleaf, and applies to have such covenant recorded in the Register.

OFFICE USE ONLY

ON PC

Note (c)

The Registered Proprietor of the land above described is MERITON APARTMENTS PTY LIMITED of Level 5-6
267-277 Castlereagh Street, Sydney

Note (d)

The mortgagee/lessee/chargee/covenant chargee of the land above described is

DATE 29 May 1989

EXECUTION
Note (e)

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by an authorised officer of the Prescribed Authority
THE COMMON SEAL OF THE COUNCIL OF THE SHIRE OF
WARRINGAH was hereunto affixed this 29 day of)

May 1989 pursuant to an order made under)

delegated authority by the General Manager/
Shire Clerk of the Council

Signed in my presence by the registered proprietor of the land who is personally known to me.

THE COMMON SEAL OF MERITON APARTMENTS PTY LIMITED

was hereunto affixed by the authority of the Board

of Directors in the presence of:

Shire President

General Manager/Shire Clerk

Director

Secretary



Notes (e)
and (f)

Signed in my presence by the registered proprietor who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature

306

TO BE COMPLETED
BY LODGING PARTY

Notes (g)
and (h)

S 878

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
			Herewith.
			In L.T.O. with
			Produced by <u>1056P</u>
Checked <u>ECG</u>	Passed	Secondary Directions	
Signed 10.00	Extra Fee STAMP-DUTY	Delivery Directions	<u>CT 1056P</u>

NSW *****

WILSHIRE WEBB
SOLICITORS
379 KENT STREET, SYDNEY
D.X. 298 SYDNEY 2, PHONE: 29-3311
520D

REGISTERED

29 May 1989



manual notorised complete
FRT 1A

RP55A

- (a) The Registered Proprietor shall cleanse repair and maintain all siltation stormwater and drainage structures to the satisfaction of the Prescribed Authority so that they shall remain effective at all times and without limiting the generality of the foregoing the Registered Proprietor shall remove all siltage silt and other materials collected in any surface water collection pit or pits at all reasonable times so as to keep such pit or pits effective and at such other times as the Prescribed Authority may in writing require.
- (b) The Registered Proprietor shall allow the Prescribed Authority its servants or agents with or without motor vehicles and at any reasonable time of the day and whenever the Prescribed Authority so desires to enter the land and view the condition of the land or any structure the subject of this covenant.
- (c) The Registered Proprietor shall indemnify and keep indemnified the Prescribed Authority against all claims demands actions suits cause and causes of action sums of money compensation interest damages costs charges and expenses which may at any time result or be caused directly or indirectly by the failure or inadequacy of any siltation, stormwater or drainage structure on the land and or the failure of the Registered Proprietor to cleanse, repair or maintain the same.
- (d) The Registered Proprietor shall make such improvements alterations or amplifications to any siltation stormwater or drainage structure on the land as the Prescribed Authority shall by notice in writing reasonably require.

Note (i)

Terms of Positive
Covenant

John Thomson
INSTRUCTIONS FOR COMPLETION

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

The following instructions relate to the side notes on the form.

(a) Description of land:

- (i) TORRENS TITLE REFERENCE—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for the land the subject of this covenant, e.g., 135/SP12345 or Vol. 6514 Fol. 126.
(ii) PART/WHOLE—If part only of the land in the folio of the Register is affected by the covenant, delete the word "Whole" and insert the lot and plan number, portion, &c.

(b) Insert the full name and address of the Prescribed Authority.

(c) Insert full name and postal address of the registered proprietor.

(d) If the land is subject to a registered lease, mortgage, charge, etc., insert the full name and postal address of the lessee, mortgagee, chargee etc. If the land is NOT subject to a lease, mortgage, charge, etc., rule through this space.

(e) Execution.

GENERALLY

(i) Should there be insufficient space for execution of this dealing use an annexure sheet.

(ii) This certificate of correctness under the Real Property Act, 1900 must be signed by the authorised officer who should execute the dealing in the presence of an adult witness, to whom he/she is personally known.

ATTORNEY

Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

(iii) If the dealing is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g. "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No.

AUTHORITY

(iv) If the dealing is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the dealing has been executed.

CORPORATION (v) If the dealing is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(f) Insert reference to the mortgage, lease, charge, etc., e.g., mortgage No. W161111.

(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

(i) Insert the full particulars of the positive covenant. Should there be insufficient space, use an annexure.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
SECOND SCHEDULE AND OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTN TYPE	(G) DEALING NUMBER	(H) DETAILS

THIS IS THE ANNEXURE TO A POSITIVE COVENANT BETWEEN THE COUNCIL OF THE SHIRE OF WARRINGAH AND
MERITON APARTMENTS PTY LIMITED.

DATED THIS 29th DAY OF May 1989



(e) Without the written consent of the Prescribed Authority the Registered Proprietor shall not:-

- (i) Alter the level of the land.
- (ii) do anything on the land which impedes or interferes with the normal flow of stormwater or other water through the siltation stormwater or drainage structure constructed on the land or interfere with its proper operation.

Rowe

Heeler

X THE COUNCIL OF THE SHIRE OF WARRINGAH
John Jackson President

X
John Hornum Gen. Mgr.

Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900




AN417722H

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

(A) TORRENS TITLE	For the common property CP/SP35923		
(B) LODGED BY	Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN H.M. Allen & Co. 123012 E DX 437 Sydney Ph 9232 3852 Reference: JSM 25456.	CODE CH

- (C) The Owners-Strata Plan No 35923 certify that a special resolution was passed on 27 February 2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows-
- (E) Repealed by-law No By-Laws 1-19, Sch 2, SSMR 2016, By-Laws 1-36, Special By-Laws 1, 1, 2, 3, 1, 2 and 3
Added by-law No By-Laws 1-34, Special By-Laws 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10
Amended by-law No Not applicable
as fully set out below:
SEE ANNEXURE "A" ATTACHED HERETO.
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A".
- (G) The seal of the Owners-Strata Plan No 35923 was affixed on **5th June** 2018 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: **LEE ANDREW OWEN WHITNEY**
Authority: **STRATA MANAGER**



Signature: _____
Name: _____
Authority: _____



JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 35923

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 35923 was affixed on 5th June 2018
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:

Lee Andrew Ion Whitney

Name(s):

LEE ANDREW ION WHITNEY

Authority:

STRATA MANAGER



INDEX TO CONSOLIDATED BY-LAWS

1. By-Laws 1-34

- 1 Noise
- 2 Vehicles
- 3 Obstruction of common property
- 4 Damage to lawns and plants on common property
- 5 Damage to common property
- 6 Behaviour of owners, occupiers and their invitees
- 7 Children playing on common property
- 8 Depositing rubbish and other material on common property
- 9 Drying of laundry
- 10 Cleanliness of the lot
- 11 Storage of inflammable liquids and other substances and materials
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- 28 Complaints and Applications to the Owners Corporation to be in writing
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2. Special By-Law No. 1 – Renovations (Added)

3. Special By-Law No. 2 – Parking on Common Property (Added)

4. Special By-Law No. 3 – Common Property Memorandum (Added)
5. Special By-Law No. 4 – Cost Recovery (Added)
6. Special By-Law No. 5 – Window Safety Devices (Added)
7. Special By-Law No. 6 – Air Conditioning (Added)
8. Special By-Law No. 7 – Bi-Fold Doors (Added)
9. Special By-Law No. 8 – Awnings (Added)
10. Special By-Law No. 9 – Works Exclusive Use (Lot 35) (Added)
11. Special By-Law No. 10 – No Smoking (Added)

BY-LAWS 1- 34

SP35923

BY-LAW 1 - Noise

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

BY-LAW 2- Vehicles

- (a) An owner or occupier of a lot shall not park or stand any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.
- (b) Vehicles must not be parked or stand on a driveway adjacent to the letterboxes.
- (c) "Car Wash Bays" - Vehicles must only be washed in a car wash bay and nowhere else in the property. Car wash bays must only be used for the purpose of washing vehicles, and may only be occupied for the time it takes to do so. Vehicles must not stand or be parked in a wash bay.
- (d) The term "visitor" shall refer to a non-resident person invited by an owner or occupier or by the Owners Corporation to visit the property for a period of no more than two days (including nights) in any seven day period. Only visitors may park their vehicles in "visitor's car parking" areas.
- (e) Any vehicle whose details are recorded on the Parking By-Law Registry, shall have an infringement Notice placed on the vehicle if the said vehicle has been observed by a lot owner or member of the Strata Committee to have "overstayed" the 2 day and night time limit.
- (f) The penalty will be payable to the Strata Manager for the time involved in administering the breach of the Parking By-Law.

BY-LAW 3 - Obstruction of common property

An owner or occupier of a lot shall not obstruct, impede or restrict the lawful use of common property by any person.

BY-LAW 4 - Damage to lawns and plants on common property

An owner or occupier of a lot shall not damage or interfere with any garden, tree, shrub, plant, flower or any landscaped area being part of or situated on common property.

BY-LAW 5 - Damage to common property

An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation, but this by-law does not prevent an owner or person authorised by the lot owner from installing:-

- (a) Any locking or other safety device for protection of his lot against intruders; or
- (b) Any screen or other device to prevent entry of animals or insects upon his lot "provided that colour of the frame for such screen matches the colour of existing framework".

An owner or occupier of a lot shall not effect any alteration or addition to the internal walls or structural features of a lot without the prior approval in writing of the Owners Corporation PROVIDED that such approval shall not be unreasonably withheld.

Any alteration made to common property or any fixture or fitting attached to common property by any owner or occupier of a lot, whether made or attached with or without the approval of the Owners Corporation, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Council, be repaired and maintained by the owner for the time being of the lot of which the aforesaid owner or occupier was such owner or occupier.

BY-LAW 6 - Behaviour of owners, occupiers and their invitees

An owner, occupier of a lot or their invitees when visiting a lot or when upon common property or when upon any part of a lot so as to be visible from another lot or from common property, shall be adequately clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot, or to any person lawfully using common property, whilst at all times complying with the By-Laws and in the event of his/her inability for any reason to ensure such compliance by any invitee he/she shall thereupon ensure that such invitee leaves the property.

BY-LAW 7 - Children playing on common property

An owner or occupier of a lot shall not permit any child of whom the owner or occupier has control to play upon any common property (other than area designated in a resolution of the Owners Corporation as a children's play area) or, unless accompanied by an adult exercising effective control, to be or remain upon common property comprising a car parking area or driveway or pool area or other area of possible danger or hazard to children.

BY-LAW 8 - Depositing of rubbish and other material on common property

An owner or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material or any appliance, chattel or other article or thing, except in any receptacle or area specifically provided therefore.

BY-LAW 9 - Drying of laundry

An owner or occupier of a lot shall not hang any washing, towel, bedding, clothing or other article on any part of the lot in such a way as to be higher than the fence line of the lot, so as to be visible from outside the lot.

BY-LAW 10 - Cleanliness of the lot

An owner or occupier of a lot shall keep clean all glass in windows, doors and balustrading on the boundary of his lot including so much thereof as is common property and shall immediately report any breakages to the Owners Corporation.

An owner or occupier of a lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects or other pests.

BY-LAW 11 - Storage of inflammable liquids and other substances and materials

An owner or occupier of a lot shall not use or store upon a lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine and shall not do, permit or omit to be done any act, matter or thing which may invalidate or suspend any insurance cover effected by the Owners Corporation or cause the premium thereof to be increased.

BY-LAW 12 - Moving furniture and other objects on or through common property

You must tell the Owners Corporation Strata Committee if you are going to move large objects or furniture through common property areas of the building. This allows a Strata Committee representative to be present during the move.

BY-LAW 13 - Floor coverings

You must cover the floor of your lot or treat it to stop noise which may disturb another resident. This does not apply to the kitchen, laundry, lavatory or bathroom of a lot.

BY-LAW 14 - Garbage disposal

- (a) An owner or occupier of a lot must make sure his garbage is securely wrapped and all tins and containers are properly drained and placed in the garbage bin ("red" lidded bin).
- (b) An owner or occupier of a lot must make sure all recyclable tins and containers are rinsed and completely drained and placed in the recycle bin ("yellow" lidded bin).
- (c) An owner or occupier of a lot must make sure all recyclable paper and cardboard are placed in the recycle bin ("blue" lidded bin) after being appropriately crushed or compressed.
- (d) An owner or occupier of a lot must make sure all vegetation is placed in the recycle bin ("fluorescent green" lidded bin) after being appropriately crushed or compressed.
- (e) An owner or occupier of a lot must put his garbage/recycle out to be collected, in the area chosen by the Owners Corporation. The "wheelie" bins must only be used for garbage or refuse as described above or as defined and notified by local Council from time to time.
- (f) An owner or occupier of a lot must make sure that any rubbish spilt from his garbage is removed.
- (g) The "wheelie" bins must NOT be used to dispose of such items as (but not restricted to) unwanted household and garage rubbish, appliances, furniture, toys, junk, garden vegetation, and the like. Disposal of such items is the responsibility of the owner or occupier, and such items must not be placed on common property.

BY-LAW 15 - Keeping of animals

Subject to Schedule 3 of the *Strata Schemes Management Regulations 2016* (NSW), an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal(s), (except fish kept in a secure aquarium on the lot) on the lot.

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot and must give an owner or occupier written reasons for any refusal to grant approval. The limit on the number of animals kept by an owner or occupier of a lot is two (2).

If an owner or occupier of a lot keeps an animal on the lot then the owner or occupier must:-

- (a) Observe all conditions of the written approval;
- (b) Accept full responsibility and legal liability for any damage or injury caused by the animal;
- (c) Keep the animal within the lot;
- (d) Carry/supervise (where applicable) the animal when it is on the common property, or alternatively exercise effective control by means of a lead; and
- (e) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (f) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

An owner or occupier of a lot who keeps on the lot an animal that is required by commonwealth, state, or local government regulations to be registered with a statutory authority, must include such registration number in the identification of the animal in their application to the Owners Corporation.

An owner or occupier of a lot who had received written approval prior to the adoption of this by-law to keep more than one animal on a lot will be permitted to continue do so only in relation to and for the life of those animals that can be identified as the subject of such written approval. However, in all other respects those owners and occupiers and animals are subjected to this by-law.

BY-LAW 16 - Appearance of lot

An owner or occupier of a residential lot shall ensure that all curtains and blinds installed in any windows or doors to his residential lot have an off-white appearance when viewed from outside the building and shall not otherwise do anything or permit anything to be done which may interfere with the uniform appearance of the outside parts of the building unless approved by the Owners Corporation.

An owner or occupier of a lot shall not attach to or hang from the exterior of the building a radio or television aerial, satellite dish or any security device or wires attached thereto.

An owner or occupier of a lot shall ensure that no name, writing, drawing, sign board, plate, placard, signal, advertisement, For Lease sign or illumination shall be inscribed or exposed on or any window or other part of the building and no article shall be projected out of any window or over any balcony.

BY-LAW 17 - Change of Use or Occupation of a lot

An owner or occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

An owner or occupier of a lot must not change the use of a residential lot in any manner that may effect the insurance premiums of the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes);

An owner or occupier of a lot must not allow the residential lot to be available for short term holiday lettings;

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

BY-LAW 18 – Water Hydrant

An owner or occupiers of a lot shall not use any water hydrant or other water apparatus in the common property building for any purpose other than for which they were constructed and shall not deposit or throw any sweepings, rubbish, rags, napkins or any other article into the same.

BY-LAW 19 – Radio transmissions

An owner or occupier of a lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other lot.

BY-LAW 20 - Heating or Cooking

An owner or occupier of a lot shall not use any method of space heating or cooking within his lot other than a method involving the use of electric power, except as follows:-

- (a) As townhouses numbered 1 to 14 inclusive are adjacent to the natural gas main in MacPherson Street, the owners of those lot may arrange at their own cost for direct connection to that natural gas main to the ground floor only of their lot with prior written approval of the Owners Corporation and must observe all conditions of the written approval.

- (b) It will be the responsibility of the owner for the time being of the lot to ensure that all such connections and installation of appliances be carried out by an appropriately qualified trades person (licensed gas fitter) and that the work and appliances meet the relevant standards of Building Codes of Australia, Local Council Regulations, and the gas suppliers specifications.
- (c) Gas hot water heaters and "flued" gas appliances will not be permitted.
- (d) The Gas Meter may be installed outside the fenced boundaries of the courtyard of the lot and in the garden facing Macpherson Street, which is on common property.

BY-LAW 21 - Security

The Strata Committee of the owners corporation may take all reasonable steps to ensure the security of the parcel and the building situated thereon from intruders or to preserve its safety from fire or other hazard and without limiting the generality of the foregoing may:-

- (a) Close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property; and
- (b) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the building, either solely or in conjunction with any other building.

BY-LAW 22 – Fire Hydrant

An owner or occupier of a lot shall not use or interfere with any fire hydrant or other fire-fighting or fire safety equipment except in the case of an emergency.

BY-LAW 23 – Security keys, swipe cards or fobs

- (a) If the Owners Corporation in the exercise of any of its powers under these by-laws, restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device it may make such number of keys or operating systems as it determines available to the owners or occupiers upon payment of such reasonable charge or deposit and therefore refund as may be determined from time to time by the Owners Corporation.
- (b) An owner or occupier of a lot into whose possession any key or operating system allowing access to such areas as (but not restricted to) the pool area and tennis court has come shall not duplicate same or cause the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

BY-LAW 24 - Swimming Pool Area

The "pool area" comprises the whole building and the area, the facilities (the swimming and spa pools, the sauna and change rooms and toilets), and equipment contained within it, and external equipment associated with it. For the purposes of this by-law, an adult is a person of 18 years or over, and a child is a person under the age of 18 years.

- (a) No smoking products, alcoholic beverages, food or drink of any kind may be taken into or consumed in or around the pool area.
- (b) No glass containers or objects or receptacles of any type may be taken into or allowed at any time in the pool area.
- (c) No equipment or toys (apart from recognised swimming aids) are allowed to be taken into the pool area without prior approval in writing from the Owners Corporation.
- (d) No one shall without proper authority from the Owners Corporation operate, adjust or interfere

with the operation of or perform any maintenance on any part of the pool area or any equipment associated with the sauna, swimming or spa pools or add any chemical or other substance to any water therein.

- (e) Persons using the pool area must take all reasonable precautions to ensure the health hygiene and safety of themselves and others, and must shower prior to using the swimming and spa pools, including after using the sauna.
- (f) The pool area is not to be entered or used by children under the age of 14 years unless accompanied at all times by an adult owner or occupier who is exercising effective control.
- (g) Children under the age of 7 years are not permitted to enter the spa, unless accompanied by an adult exercising effective control.
- (h) The "lap lanes" are solely for this purpose unless not in use. Children are not to use these lanes.
- (i) Persons using the pool area shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to cause danger to themselves or other persons or to interfere with the use of the pool area by other persons. Diving into the swimming pool or spa is not permitted.
- (j) Owners and occupiers shall ensure that his/her invitees and guests do not enter the pool area or use the facilities unless he/she or another owner or occupier accompanies them.
- (k) Parties or groups of persons who are not owners or occupiers are not permitted into the pool area without prior written approval of the Owners Corporation.
- (l) The access and exit doors of the pool area must not be constrained from fully closing by any means or for any purpose at any time.
- (m) The pool area shall not be entered or used between the hours of 10pm and 6am. Between these hours no one is permitted to enter or remain inside the pool area unless specifically authorised by the Owners Corporation. These hours may be varied at the discretion of the Owners Corporation from time to time.
- (n) Whilst the Owners Corporation takes all reasonable steps to ensure the security and safety of the pool area, and to ensure acceptable water quality standards, all persons entering the pool area and who use the facilities therein do so entirely at their own risk.
- (o) Use of the sauna:-
 - I. Persons with a medical complaint, females who are pregnant and persons of advanced age should obtain medical advice before using the sauna.
 - II. No person under the age of 18 years is allowed to enter or use the sauna unless accompanied by an adult who is exercising effective control.
 - III. Persons must shower before entering the sauna.
 - IV. All displayed and/or notified operating instructions must be followed, and no oils or fragrances or pool or spa water may be used in the sauna or on the sauna rocks or on the heating elements.

BY-LAW 25 - Liability

The owner of a lot which is subject of a lease, sub-lease or licence agreement shall:-

- (a) Ensure that the lease, sub-lease or licence agreement recognises that any breach of the *Strata Schemes Management Act 2015* and/or by-laws and/or local rules constitutes a breach of the lease, sub-lease or licence agreement;

- (b) Take all reasonable steps, including any action available to him/her under any such agreement, to ensure that any lessee, sub-lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the *Strata Schemes Management Act 2015* and/or by-laws and/or local rules; and
- (c) The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such proprietor or the occupiers of the lot or their respective tenants or invitees.

BY-LAW 26 – Reporting faults in the Common Property

An owner or occupier of a lot shall as soon as practicable after becoming aware of any fault in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Strata Managing Agent preferably in writing of the Owners Corporation, or in the absence of both of them, to the Secretary the Owners Corporation.

BY-LAW 27 – Owners and Residents Complying with By-Laws

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions, including but without limiting, the generality of the foregoing, a condition evidenced by a minute of resolution that the owner or occupier for the time being of the lot to which the consent or approval relates, shall be responsible for compliance with the terms of such consent or approval.

BY-LAW 28 – Complaints and Applications to the Owners Corporation to be in writing

All complaints or applications to the Owners Corporation or its Strata Committee shall be addressed in writing to the secretary or the Strata Managing agent of the Owners Corporation.

BY-LAW 29 – Address for the Services of Notices

An owner whose address for service of notices as recorded on the Strata Roll is a lot within the Strata Scheme, may be served with any notice given under the *Strata Schemes Management Act 2015* may be an Australian postal address, or an email address but not a facsimile number.

BY-LAW 30 - Tennis Court

- (a) The tennis court shall not be entered or used between the hours of 10 pm and 6 am. Between these hours no one is permitted to enter or remain inside the tennis court unless specifically authorised by the Owners Corporation. These hours may be varied at the discretion of the Owners Corporation from time to time.
- (b) The tennis court may be booked in advance via the tennis court booking sheet located on the notice board in the pool area.
- (c) Use of the tennis court by the owner or occupier of any one town house is restricted to one hour in any one day, unless used for a period not required by the owner or occupier of another town house.
- (d) One player of a party of players must be an owner or occupier.

BY-LAW 31 - Vehicles and drivers permitted to enter the property

Only vehicles (including, but not restricted to, motor vehicles, trailers, push bikes, etc.) with current compliance with the appropriate NSW Roads and Maritime Services Regulations in terms of type, condition, roadworthiness, registration, insurance, etc. for use on public roads may enter the property. Such vehicles may only be driven/ridden/towed on common property driveways (not on footpaths leading to and within the common property central courtyard and garden area) and at a safe speed at all times but observing the maximum speed limit of 6 km/h and a "keep to the left" protocol. Such

vehicles may only be driven/ridden/towed by those who hold a current appropriate drivers/riders licence as required by the NSW Roads and Maritime Services to drive/ride such vehicles on public roads. "Learner permit" drivers are not permitted to drive/ride within the property unless accompanied by an adult licensed driver.

BY-LAW 32 - Roller blading, bike or scooter riding, skateboarding

Or similar is not permitted on common property.

BY-LAW 33 – Awning

Only with prior written approval of the Owners Corporation and on the following conditions and stipulations, an owner of a lot may install and may maintain a awning upon the outside face of the pergola of his lot:-

- (i) The awning must be of such colour and design as are determined by the Owners Corporation from time to time.
- (ii) The owner must provide the Owners Corporation with a copy of any requisite approval of the local Council to the installation of the awning, including all conditions of consent, drawings and specifications.
- (iii) In installing the awning, the owner must ensure compliance with: -
 - (a) Any conditions of the local Council;
 - (b) The manufacturer's specifications;
 - (c) A proper and skilful standard of work, using premium-quality materials; and
 - (d) All conditions of the written approval of the Owners Corporation.
- (iv) The owner must maintain the awning and any operating equipment in a state of good and serviceable repair and in clean, tidy and well-ordered condition, and must renew or replace them whenever necessary.
- (v) The owner must retract the awning in times of wind or bad weather if required by the Owners Corporation.

This by-law has effect notwithstanding By-Law 5 and 17 (if otherwise applicable).

BY- LAW 34 – Lot Owners seeking to use Pay TV Services

In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the *Strata Schemes Management Act 2015*, and the by-laws, the Owners Corporation shall have the power to allow an owner of a lot in the Strata Scheme to enter into a contract with a company or companies for the supply and distribution of television and associated services.

It shall further have the power to approve the installation of associated equipment on any lot or common property within the Strata Scheme on receipt of an application in writing from an owner to install such equipment. No such equipment may be installed without the written approval of the Owners Corporation.

All associated costs of installation and maintenance shall be the sole responsibility of the owner from time to time of the lot who has made such application.

Special By-Law No. 1 - Renovations

1.1 INTRODUCTION

- 1.1 The Strata Legislation in effect from 30 November 2016 separates renovations into three distinct categories, namely, cosmetic work, minor renovations and major renovations.
- 1.2 Cosmetic Work no longer requires the approval of the Owners Corporation.
- 1.3 Minor Renovations require approval by an ordinary resolution of a general meeting of the Owners Corporation.
- 1.4 A Special resolution of a general meeting of the Owners Corporation is required for more significant works such as structural changes, changes to the external appearance of a lot, reconfiguring walls, work that detrimentally affects the safety of a lot or the Common Property including the fire safety systems, and work involving waterproofing or the plumbing or exhaust system of a building. These types of works are deemed major renovations.
- 1.5 This by-law sets out the rules an Owner must follow if the Owner intends to undertake Renovations which affect the Common Property.
- 1.6 Any Renovation which has not been approved in accordance with the approval process set out in this by-law is prohibited.
- 1.7 Any Renovation must be carried out in accordance with the conditions contained in this by-law or any conditions attached to the approval given pursuant to this by-law.
- 1.8 The keeping of any Renovation on the Common Property is subject to the conditions set out in this by-law.
- 1.9 If an Owner does not comply with this by-law the Owners Corporation may take action against the Owner. This may result in the Owner's Renovation being removed and the Common Property restored to its previous condition at the Owner's cost.
- 1.10 By following the rules contained in this by-law the Owner will ensure that any proposal for Renovations is considered by the Owners Corporation in a timely manner and the Owner will maximise the chances of the Renovation proceeding smoothly.

2.0 DEFINITIONS & INTERPRETATION

2.1 In this by-law:

"Application Proforma" means the document attached to this by-law to assist Lot owners making a submission to the Owners Corporation for approval of a proposed Renovation

"Building" means the building in respect of which a Renovation is carried out.

"Common Property" means the common property for the Strata Scheme as shown on the registered Strata Plan, together with internal walls which are load bearing (but excluding doors and door furniture, skirting boards and architraves, affixed tiles, wiring and cabling and other utility services and associated fittings servicing the lot, in or on those internal walls).

"Cosmetic Work" includes but is not limited to work for the following purposes:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things,
- (b) painting,
- (c) filling minor holes and cracks in internal walls,
- (d) laying carpet,
- (e) installing or replacing built-in wardrobes,
- (f) installing or replacing internal blinds and curtains.

"Development Act" means the Strata Schemes Development Act 2015

"Lot" means a lot within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 2015* and the associated *Strata Schemes Management Regulation 2016*

"Minor Renovations" include but are not limited to work for the purposes of the following:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors,
- (d) installing or replacing wiring or cabling or power or access points,
- (e) work involving reconfiguring walls that are not load bearing,
- (f) installing a clothesline,
- (g) installing or replacing a reverse cycle split system or ducted air conditioner,
- (h) altering glazing in windows and doors in Common Property (e.g. external walls), such as double glazing or additional ventilation openings,
- (i) installing ceiling insulation.
- (j) installing a sky light
- (k) penetrations through fire rated ceilings
- (l) installing blinds and awnings
- (m) installing whirly birds
- (n) installing aerials
- (o) any other renovation by the owner/s and penetrating the Common Property, but excluding any renovations that are carried out exclusively within a Lot without penetrating or altering the Common Property.

Note.

The work above is subject to the requirements set out in section 110 (7) of the Management Act, including requirements that it does not involve structural changes, changes to the external appearance of a lot or waterproofing.

"Occupier" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"Owner" means an owner of any one of the lots and that owner's successors in title.

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

"Renovation" means any work affecting the Common Property including Minor Renovations but not including Cosmetic Work.

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

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

"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.

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.

2.3 The Owners Corporation may waive the requirement for the Owner to comply with any condition of this by-law.

2.4 Where the words "where required" are used in any clause of this by-law, this means that the Owners Corporation may request compliance with the condition set out in that clause in appropriate circumstances.

2.5 Where the words "where necessary" are used in any clause of this by-law, this means that the Owner must comply with the condition set out in that clause where the subject matter of that clause is required by any law in relation to the Renovation.

3.0 APPROVAL OF RENOVATIONS

3.1 Renovations Require Approval

An Owner must not undertake any Renovation to their Lot or permit anyone else to undertake any Renovation to their Lot, without the prior written approval of the Owners Corporation given pursuant to this by-law.

3.2 The Approval Process

3.2.1 Prior to undertaking any Renovation the Owner must make an application to, and obtain the approval of the Owners Corporation in order to seek its approval to do so.

3.2.2 The application must be in writing and sent to the secretary of the Owners Corporation or if there is no secretary of the Owners Corporation to the Strata Managing Agent, and it must contain:

- (a) The Owner's name, address and telephone number,
- (b) The Owner's Lot and Lot number,
- (c) A description of the Renovation,
- (d) Detailed drawings, plans and specifications for the Renovation including elevations (where required),
- (e) Details of the proposed method for the Renovation,
- (f) A complete copy of the approval of the Local Council for the Renovation (where necessary),
- (g) The make, model, size and proposed location of any equipment comprising or forming part of the Renovation,
- (h) A certificate or report from a qualified engineer addressed to the Owners Corporation certifying that the Renovations, when done by the proposed method, will not affect the structural integrity of any part of the Building or the Common Property (where required),
- (i) Details of the contractor who will carry out the Renovation work including the full business name and telephone number of the contractor,
- (j) A copy of a certificate demonstrating that the contractor who will carry out the work holds a current:
 - (i) licence (where necessary),
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$20,000,000.00 and note the interests of the Owners Corporation,
 - (iii) workers compensation insurance policy, or a personal accident insurance policy (as appropriate), and
 - (iv) home warranty insurance policy under the Home Building Act 1989 covering the work (where necessary).
- (k) Any other information which the Owners Corporation may reasonably require.
- (l) The Application Proforma attached to this by-law may be utilised to cover some of the requirements for a submission to the Owners Corporation for approval of a proposed Renovation.

3.2.3 The Owners Corporation may:

- (a) approve the Owner's application either with or without conditions, or

- (b) refuse to approve the Owner's application (but it must not act unreasonably when doing so and It must give reasons for doing so).

3.2.4 The Owner must comply with any conditions which the Owners Corporation issues as part of its approval.

3.2.5 The Owner must comply with the conditions set out in the following clauses of this by-law (unless the requirement for compliance is waived by the Owners Corporation).

4.0 CONDITIONS FOR RENOVATIONS

4.1 Before the Renovation

4.1.1 Before commencing work, the Owner must:

- (a) give the Owners Corporation at least 14 days' notice of the commencement of the Renovations,
- (b) obtain and give the Owners Corporation a copy of any certificates issued under the Environmental Planning and Assessment Act 1979 which are required to permit the Renovation to commence, such as, a construction certificate, and
- (c) where required, pay a bond to the Owners Corporation in an amount reasonably determined by the Owners Corporation and notified to the Owner (which amount may not exceed \$10,000.00) to be held by the Owners Corporation in accordance with the conditions of this by-law. The bond shall be paid to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation.

4.1.2 If the Owner has not complied with any of the conditions set out in clause 4.1.1 the Owner must not commence the Renovations and if the Owner has already begun the Renovations, the Owner must immediately stop.

4.2 During Renovation

During the Renovation the Owner must:

(a) Standard of Workmanship

ensure the Renovation is 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,

(b) Time for Completion of Renovation

make sure the Renovation is carried out with due diligence and is completed within the time frame specified in the approval,

(c) Appearance of Renovation

ensure the Renovation is carried out and completed in a manner which is in keeping with the rest of the Building,

(d) Quality of Renovation

make certain the Renovation is in accordance with approved specifications,

(e) Variation to Renovation

not vary the scope of the Renovation without obtaining the prior written approval of the Owners Corporation,

(f) Supervision of the Renovation

ensure that the Renovation is adequately supervised by the Owner, or an agent of the Owner and that the Common Property is inspected on a periodic basis to ensure that the conditions of this by-law are complied with,

(g) Noise During Renovation

ensure the Renovation and the Owner's tradespersons do not create any excessive noise in the Owner's Lot or on the Common Property that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,

(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,

(i) Debris

ensure that any debris is removed from the Common Property daily and 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 on Common Property or on the Council's property,

(k) Protection of the Common Property

(i) protect all areas of the Common Property outside the Owner's Lot which are affected by the installation from damage, the entry of water or rain and from dirt, dust and debris relating to the Renovation and ensure that all Common Property, especially the walls, floors and carpets, is protected by covers and mats when transporting furniture, construction materials, equipment and debris through the Common Property,

(ii) keep all areas of the Common Property affected by the Renovations structurally sound during the Renovation,

(iii) make sure that any holes or penetrations made during the Renovations are adequately sealed and waterproofed,

(l) Daily Cleaning

clean any part of the Common Property affected by the Renovations on a daily basis and keep the Common Property clean, neat and tidy,

(m) Working Hours

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

(n) 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 and that 24 hours' notice is given to the Occupiers of the other Lots directly adjacent to the Owner's Lot, before the use of any such tools and equipment,

(o) Interruption to Services

give the Occupiers of the other Lots at least 48 hours prior notice of any planned interruption to the services such as water, electricity, gas, television or telecommunications,

(p) 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,

(q) Costs of Renovations

pay all costs associated with the Renovation,

(r) Right of Access

give the Owners Corporation's nominated representative or representatives access to inspect the Renovation within 48 hours of any request from the Owners Corporation.

4.3 After Installation

After completion of the Renovation, the Owner must:

- (a)** promptly notify the Owners Corporation that the work is complete,
- (b)** obtain and give the Owners Corporation a copy of all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the Renovation and the occupation of the Owner's Lot (where necessary or required), for example, any necessary compliance certificate or occupation certificate,
- (c)** restore all Common Property damaged or affected by the Renovations as nearly as possible to the state which it was in immediately prior to commencement of the Renovation,
- (d)** provide the Owners Corporation's nominated representative or representatives access to inspect the Renovation 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 Renovation will expire once it is reasonably satisfied that the conditions of this by-law have been complied with), and
- (e)** give the Owners Corporations a certificate or report from a duly qualified engineer addressed to the Owners Corporation certifying that the Renovation has been completed in a manner that will not affect the structural integrity of the Building or any part of the Common Property (where required).

5.0 ENDURING OBLIGATIONS

5.1 The Owner must:

- (a) properly maintain the Renovation and keep it in a reasonable state of good and serviceable repair and when necessary repair, renew or replace any part,
- (b) ensure that any equipment forming part of the Renovation (for example, an air-conditioner) does not create any noise that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,
- (c) ensure that any equipment forming part of the Renovation has appropriate fittings to make certain that any condensation from the equipment does not drip onto any other part of the Building (for example, a drip tray for an air-conditioner),
- (d) make good any damage to another Lot or the Common Property caused by the Renovation or its installation no matter when such damage may become evident,
- (e) notify the Owners Corporation that any damage to another Lot or the Common Property caused by the Renovation has been repaired, and
- (f) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Renovations (for example, the conditions of any Local Council approval for the Renovation).

5.2 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 Renovation.

5.3 Access

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

5.4 Bond

5.4.1 The Owners Corporation shall be entitled to apply any bond paid by the Owner 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 the Common Property or any other Lot as a result of the Renovation, or
- (b) cleaning any part of the Common Property as a result of the Renovation.

5.4.2 The Owners Corporation must immediately refund the bond, or the remaining balance of it to the Owner, once the Owner notifies the Owners Corporation that the Renovation is complete and the Owners Corporation is reasonably satisfied that the Owner has complied with the conditions of this by-law.

6.0 BREACH OF THIS BY-LAW

6.1 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:

- (a) rectify any such breach,

- (b) enter on any part of the Owner's Lot or the Common Property, by its agents, employees or contractors, in accordance with the Management Act for the purpose of rectifying any such breach, and
- (c) 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, should such costs not be recoverable from the bond paid.

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.

7.0 ADDITIONAL RESOLUTION AND BY-LAW

- 7.1 Nothing in this by-law derogates from or alters any requirement for the Renovation to be authorised by a further special resolution of the Owners Corporation and by-law pursuant to section 108 of the Management Act.
- 7.2 The Owner will meet the expenses of the Owners Corporation in relation to the calling of a meeting and the registration of a by-law required to authorise the Renovation.
- 7.3 The Owners Corporation may require the Owner to pay the expenses in relation to the calling of a meeting and the registration of a by-law required to authorise the Renovation before calling any extraordinary general meeting to consider a resolution or before executing any change of by-law.

8.0 REGISTER OF ALTERATIONS

- 8.1 The Owners Corporation will maintain a register, recording for each Lot, details of the approval by the Owners Corporation of any Renovation, including any conditions associated with the approval, and any further amendments or modifications authorised by the Owners Corporation.
- 8.2 The register will be available for inspection by Lot Owners, and any authorised persons, such as legal representatives, or seller's or purchaser's agents.

9.0 PRE-EXISTING RENOVATIONS

- 9.1 This by-law acknowledges that a Lot Owner may have no knowledge of any Renovations to the Lot prior to the new ownership being registered.
- 9.2 Any Renovations installed prior to the registration of this by-law without the written approval of the Owners Corporation, except for Cosmetic Work, are liable to be removed by the Owners Corporation.
- 9.3 If an Owner wishes to apply for permission to maintain on the Common Property any Renovation installed prior to the registration of this by-law, except for Cosmetic Work, the Owner must make an application to the Owners Corporation in order to seek its approval to do so.
- 9.4 The application must be in writing and sent to the secretary of the Owners Corporation or, if there is no secretary, to the Strata Managing Agent, and it must comply with clauses 3.2.2(a), (b), (c), (d), (e), (f), (g), (j)(iv), (k), 4.3(b) and (e).

- 9.5 The Owner must ensure that in respect of any pre-existing renovation that is the subject of an application under this Part the Owner complies with clause 4.3(c) and clause 4.3(d) before any approval is given by the Owners Corporation.
- 9.6 If approval is given by the Owners Corporation the Owner will be bound by clauses 5.1, 5.2, 6.1 and 6.2 as well as Part 7 of this by-law and the Owners Corporation will be bound by clause 5.3 and Part 8 of this by-law.

Application to the Owners Corporation of SP 35923 to Renovate a Lot

PART 1 - APPLICATION AND SITE DETAILS

First Name: _____ Last Name: _____

or Company: _____ (ACN): _____

Contact Person (if Company): _____

Phone: (h) _____ Phone: (w) _____ Phone: (m) _____

Postal Address: _____ Post Code: _____

Lot Number: _____ in Strata Plan 359232 (Blair Athol)

Owners Consent: Every Registered Owner of the Lot must sign this form. If an Owner is a Company, this form must be signed by 2 Directors or a Director and the Company Secretary.

Name of Owner and / or authorised person: _____

Position Title (if Company): _____

Phone: (h) _____ Phone: (w) _____ Phone: (m) _____

As Owner(s) of the property to which the Application relates, I/we consent to this Application. I/we also consent to authorised representatives of the Owners Corporation to enter the Lot at a mutually agreed date and time to carry out any necessary inspections relating to this Application as required.

SIGNATURE OF APPLICANT(S)

Please print name clearly

Please print name clearly

Without the Owner's consent, the Owners Corporation will not accept the Application. If you are signing on behalf of an Owner as the legal representative, you must state the nature of the legal authority and attach documentary evidence (e.g. Power of Attorney, executor, trustee, Company Director)

PART 2 – PROPOSED RENOVATIONS

Description of Renovations: In accordance with the requirements of Special By-Law 1 "Renovations", describe briefly in words all proposed renovations to the Lot listing and referring to all areas in the proposal where the Common Property of the Scheme would be penetrated, altered, or damaged.

Attach further details as necessary including supporting documentation such as plans or drawings, samples or brochures as well as all related specifications such as noise levels or sound proofing qualities.

Please Note: If any proposed renovations involves any "wet areas" such as kitchen, bathroom, laundry or toilets in such a manner as to damage any existing waterproofing membrane therein contained, this important membrane will have to be replaced or installed if not originally present at the cost of the Lot Owner with a water proofing certificate being provided by a suitably qualified contractor to become part of the files and records of the Scheme.

Mark the following as appropriate

1. ☐ Alteration ☐ Renovation ☐ Erection of Structure ☐ Demolition of internal wall
2. Modification or alteration to any of the following services: ☐ Plumbing ☐ Electricity ☐ Gas
☐ Fire Protection Systems.
3. Location of modifications: ☐ Bathroom ☐ Kitchen ☐ Balcony ☐ Garage ☐ Other.

Examples of Minor Renovations, which will require approval by an ordinary resolution of the Owners Corporation, include but are not limited to work for the purposes of the following:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors,
- (d) installing or replacing wiring or cabling or power or access points,
- (e) reconfiguring walls that are not load bearing,
- (f) installing a clothesline,
- (g) installing or replacing a reverse cycle split system or ducted air conditioner,
- (h) altering glazing in windows and doors in common property (e.g. external walls), such as double glazing or additional ventilation openings,
- (i) installing ceiling insulation,
- (j) installing a sky light,
- (k) penetrations through fire rated ceilings,
- (l) installing blinds and awnings,
- (m) installing whirly birds,
- (n) installing aerials,

but excluding any renovations that are carried out exclusively within a Lot without penetrating or altering the Common Property.

The work above is subject to the requirements set out in section 110 (7) of the Act, including requirements that it does not involve structural changes, changes to the external appearance of a lot, impact on the fire protection system, or waterproofing. Any alterations involving structural changes, changes to the external appearance of a lot, waterproofing or impact on the fire protection system will require approval by a special resolution of the Owners Corporation and the registration of a special by-law covering ongoing care and maintenance obligations of the Lot owner.

Estimated Cost of the Works: \$_____

Name of Contractor: _____

Contact details for the Contractor: _____

Work experience of Contractor: _____

Contractor's Licence details for the class of work (provide photocopy): _____

Contractor's current Public Liability Insurance details (Minimum \$20 million – provide certificate of currency from insurer)

Contractor's scope of work for any waterproofing including specification of materials to be used (if waterproofing required) to be attached, and certification to be provided by suitably qualified contractor on completed waterproofing work: _____

All applications that propose to modify or remove any structural member or component located within the Common Property of the building will require a certificate from a Registered Professional Engineer who will supervise all contractors involved and certify that the works will be safe, in accordance with the BCA and not detrimentally affect the structure of the building. PLEASE INCLUDE EVIDENCE OF ENGINEER'S PROFESSIONAL REGISTRATION AND PROFESSIONAL INDEMNITY INSURANCE POLICY WITH YOUR APPLICATION.

A lot inspection may be necessary prior to the assessment of any application. The Secretary of the Owners Corporation will contact you if this is deemed necessary by the Owners Corporation or its nominated representative.

PART 3 – DECLARATION

1. I/we apply for approval to carry out the renovation works described in this Application.
2. I/we declare that all of the information in the Application is, to the best of my/our knowledge, true and accurate.
3. I/we understand that the submission of this Application does not place any obligation on the Owners Corporation to approve it at all, either in full or as a compromise in part.
4. I/we understand that all renovations, modifications, alterations, changes, upgrades or works whatsoever can only be done in accordance with this Application, Special By-Law No 1, and the written approval of the Owners Corporation.
5. I/we understand that the Owners Corporation or its nominated representative may seek to inspect the works from time to time including upon the completion of the works and that I/we will agree to provide access for such an inspection upon the receipt of a written request and the confirmation of an agreed appointed date and time.
6. I/we also understand that if the information is incorrect the Application may be returned, delayed, rejected or more information requested.
7. I/we acknowledge that if the information provided is misleading, any approval previously granted may be considered null and void

SIGNATURE OF APPLICANT(S)

Please print name clearly

Please print name clearly

PART 4 – INDEMNITY

The Applicant(s) and their successors in title hereby indemnify and keep indemnified the Owners Corporation against;

- ☐ any damage to the scheme's Common Property, or the lot of another owner, resulting from the works outlined in this application;
- ☐ all costs of the repair to the Common Property that was caused as a result of these works is the responsibility of the applicant to pay for completely at his or her expense within 7 days of the issue of an invoice.
- ☐ 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 alterations or use of any Common Property area arising from these Renovations.
- ☐ all fees and expenses incurred in enforcing the conditions of approval and the drafting and registration of any associated By-Laws; and
- ☐ the costs of any defects survey and the engagement of any suitably qualified contractor, which may be subsequently required to examine the common property and any neighbouring lots within the Scheme.

SIGNATURE OF APPLICANT(S) Date:____/____/____

Please print name clearly

Please print name clearly

Special By-Law No. 2 - Parking on Common Property

1. Introduction

- (a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.
- (b) You must comply with this by-law.
- (c) If you do not comply with this by-law the Owners Corporation may take action against you including issuing notices and recovering the costs of doing so as a liquidated damage.

2. Definitions & Interpretation

In this by-law:

"Common Property" means the common property for the Strata Scheme. **"Development Act"** means the *Strata Schemes Development Act 2015*. **"Strata Committee"** means the strata committee of the Owners Corporation.

"Fee" means the amount fixed by the Strata Committee from time to time being a genuine pre-estimate of the cost to the Owners Corporation of issuing the Notification or the Information Notice, being \$165.00 including GST as at the date of this by-law.

"Information Notice" means a notice to an Owner or Occupier requiring that the Vehicle Information be provided within a further 14 days.

"Lot" means a Lot within the Strata Scheme.

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

"Notification" means:

- (a) an adhesive or other sticker or written notification to be placed on a Vehicle; or
- (b) a letter addressed to the Owner or Occupier of a Lot, in a form approved from time to time by the Strata Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.

"Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

"Offending Vehicle" means a Vehicle parked contrary to this by-law.

"Owner" means the Owner of a Lot.

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

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

"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.

"Vehicle Information" means the number plate (if applicable), make and model of each Vehicle used by any Owners and Occupiers at the relevant Lot.

"Vehicle" means any form of motorised or non-motorised conveyance including cars, trucks, boats or bikes and any trailer or other device designed to be transported by, or used in conjunction with, any type of motorised or non-motorised conveyance.

"Visitor Car Parking Space" means any car parking space within the Strata Scheme which is not part of a Lot or which is not the subject of a right of exclusive use.

In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) 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,
- (c) words importing the singular number include the plural and vice versa,
- (d) words importing the masculine, feminine or neuter gender include both of the other two genders,
- (e) 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,
- (f) 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,
- (g) 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
- (h) 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. No Parking on Common Property by Owners and Occupiers Without Approval

No Owner or Occupier is permitted to park a Vehicle in a Visitor Car Parking Space or on Common Property.

4. No Parking on Common Property by Owners and Occupiers Without Approval

An Owner must:

- (a) not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property, unless the prior written approval of the Owners Corporation has been given to such action.

5. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An Owner or Occupier of a lot must:

- (a) not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property, except in a Visitor Car Parking Space.

6. No Parking on Common Property by Outsiders

An Owner or Occupier of a lot must not allow any person who is not visiting the parcel to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space.

7. Car Register

- (a) Every Owner or Occupier at the strata scheme must provide the Vehicle Information to the Owners Corporation, within 28 days of the date of registration of this by-law.
- (b) If any Owner or Occupier has not supplied the Vehicle Information within 28 days of the date of registration of this by-law, then the Owners Corporation may send an Information Notice to that Owner or Occupier.
- (c) The Owners Corporation may recover the Fee as a debt due to the Owners Corporation.
- (d) If any Owner or Occupier does not supply the Vehicle Information within that further period of 14 days, then the Owners Corporation may take action and recover costs in accordance with clause 8 of this by-law.

8. Consequences of a Breach

- (a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-6 this by-law, the Owners Corporation may:
 - (i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, which Notification may be in the form annexed to this by-law;
 - (ii) issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
 - (iii) recover the following amounts as a debt to the Owners Corporation:
 - (A) the fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, and
 - (B) the expenses incurred by the Owners Corporation pursuant to clause 12.
- (b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.

- (c) The following persons, being Owners or Occupiers in the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause B(a)(iii) and, if more than one person, they will be jointly and severally liable:
- (i) the person who parked the Offending Vehicle;
 - (ii) any person who owns or has a legal interest in the Offending Vehicle;
 - (iii) the person entitled to control the use of the Offending Vehicle; and
 - (iv) the Owner of any Lot tenanted or occupied by a person referred to in sub- clause B(c)(i)-(iii).

9. Invoicing

- (a) The Owners Corporation may issue an invoice to any person referred to in clause B(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.
- (b) Notwithstanding subparagraph 5.1, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

10. Interest

Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

11. Recovery

The Owners Corporation may recover as a debt any amount which becomes due and payable pursuant to this by-law as well as interest and the expenses of the Owners Corporation incurred in recovering those amounts.

12. Recovery of Expenses

The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:

- (a) all amounts payable by the Owners Corporation to the Strata Managing Agent;
- (b) the cost of issuing an invoice for the debt; and
- (c) all legal costs incurred in connection with the recovery of the debt.
- (d) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (e) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

- (f) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (g) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

NOTIFICATION OF BREACH

Your vehicle is parked in breach of **Special By-law No. 2 -Parking on Common Property**, which provides that no Owner or Occupier is permitted to park a vehicle in a visitor parking space or on commonproperty.

YOU MUST REMOVE THIS VEHICLE IMMEDIATELY

THE ISSUE OF THIS NOTICE ENTITLES THE OWNERS CORPORATION TO CHARGE YOU \$165.00.

Special By-law No. 2 - Parking on Common Property entitles the Owners Corporation to recover that amount from Owners or Occupiers who park, own, have an interest in or control the use of a vehicle parked in breach of the by-law or the Owner of a lot tenanted or occupied by such a person.

The Owners Corporation can recover that amount in Court as well its costs and interest.

An invoice will be forwarded for the amount now due in relation to this notice. The issue of further notices will result in the issue of further invoices. Non-payment will result in recovery proceedings being commenced.

Special By-Law No. 3 – COMMON PROPERTY MEMORANDUM

Owners corporation responsibilities for maintenance, repair or replacement

- | | |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Balcony and courtyards | <ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property |
| 2. Ceiling/Roof | <ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes |
| 3. Electrical | <ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property |
| 4. Entrance door | <ul style="list-style-type: none"> (k) lifts and lift operating systems (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan |

- 5. Floor**
 - (a) original floorboards or parquetry flooring affixed to common property floors
 - (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan
 - (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan
 - (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
- 6. General**
 - (a) common property walls
 - (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
 - (c) any door in a common property wall (including all original door furniture)
 - (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)
 - (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan
 - (f) ducting cover or structure covering a service that serves more than one lot or the common property
 - (g) ducting for the purposes of carrying pipes servicing more than one lot
 - (h) exhaust fans outside the lot
 - (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot
 - (j) letter boxes within common property
 - (k) swimming pool and associated equipment
 - (l) gym equipment
- 7. Parking / Garage**
 - (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan
 - (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot
 - (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot
 - (d) mesh between parking spaces, if shown by a thick line on the strata plan
- 8. Plumbing**
 - (a) floor drain or sewer in common property
 - (b) pipes within common property wall, floor or ceiling
 - (c) main stopcock to unit
 - (d) storm water and on-site detention systems below ground

- 9. Windows**
- (a) windows in common property walls, including window furniture, sash cord and window seal
 - (b) insect-screens, other than those installed by an owner after the registration of the strata plan
 - (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

- 1. Balcony and courtyards**
 - (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
 - (b) that part of a tree within the cubic space of a lot
- 2. Ceiling/Roof**
 - (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
- 3. Electrical**
 - (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot
 - (b) fuses and fuse boards within the lot and serving only that lot
 - (c) in-sink food waste disposal systems and water filtration systems
 - (d) electrical wiring in non-common property walls within a lot and serving only that lot
 - (e) light fittings, light switches and power point sockets within the lot serving only that lot
 - (f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot
 - (g) telephone, television, internet and cable service and connection sockets
 - (h) intercom handsets serving one lot and associated wiring located within non-common walls
- 4. Entrance door**
 - (a) door locks additional to the original lock (or subsequent replacement of the original lock)
 - (b) keys, security cards and access passes
- 5. Floor**
 - (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
 - (b) lacquer and staining on surface of floorboards or parquetry flooring
 - (c) internal carpeting and floor coverings, unfixed floating floors
 - (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
- 6. General**
 - (a) internal (non-common property) walls
 - (b) paintwork inside the lot (including ceiling and entrance door)
 - (c) built-in wardrobes, cupboards, shelving
 - (e) dishwasher
 - (f) stove
 - (g) washing machine and clothes dryer
 - (h) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)

- (i) internal doors (including door furniture)
- (j) skirting boards and architraves on non-common property walls
- (k) tiles and associated waterproofing affixed to non-common property walls
- (l) letterbox within a lot
- (m) pavers installed within the lot's boundaries
- (d) ducting cover or structure covering a service that serves a single lot
- 7. Parking / Garage**
 - (a) garage door remote controller
 - (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
 - (c) light fittings inside the lot where the light is used exclusively for the lot
 - (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies)
- 8. Plumbing**
 - (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall
 - (b) pipes and 'S' bend beneath sink, laundry tub or hand basin
 - (c) sink, laundry tub and hand basin
 - (d) toilet bowl and cistern
 - (e) bath
 - (f) shower screen
 - (g) bathroom cabinet and mirror
 - (h) taps and any associated hardware
- 9. Windows**
 - (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)
 - (b) locks additional to the original (or any lock replaced by an owner)
 - (c) window lock keys

Special By-Law No. 4- Cost Recovery by Owners Corporation

1.0 INTRODUCTION

- 1.1 This by-law set outs general rules that Owners and Occupiers must follow and gives the Owners Corporation the right to recover expenses, interest and recovery costs from Owners and Occupiers if there is a breach of a by-law.

2.0 DEFINITIONS

In this by-law, unless the context or subject matter other 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 incurred by the Owners Corporation for cleaning or removing rubbish from common property arising out of or as a result of a breach of this by-law;
- 2.3 **"demand"** means a written demand from the Owners Corporation to an Owner or Occupier;
- 2.4 **"expenses"** means any cost or expense incurred by the Owners Corporation arising out of or as a result of a breach of this by-law by an Owner or Occupier including cleaning costs, remedy expenses and repair costs;
- 2.5 **"interest"** means interest payable on expenses in accordance with this by-law;
- 2.6 **"invitee"** includes a guest or contractor;
- 2.7 **"lot"** means a lot in the strata scheme;
- 2.8 **"occupier"** means a person in occupation of a lot and includes a tenant;
- 2.9 **"owner"** means an owner of a lot;
- 2.10 **"recovery costs"** means any cost or expense incurred by the Owners Corporation in recovering from an Owner or Occupier any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.11 **"remedy expenses"** means any cost or expense incurred by the Owners Corporation in remedying or attempting to remedy a breach by an Owner or Occupier of this by-law or any other by-laws including consultant's costs;
- 2.12 **"repair costs"** means any cost or expense the Owners Corporation incurs repairing damage to common property arising out of or as a result of a breach by an Owner or Occupier of this by-law or any other by-laws;
- 2.13 **"Strata Legislation"** means the *Strata Schemes Management Act 2015*;
- 2.14 **"strata scheme"** means the strata scheme to which this by-law applies;

3.0 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 words importing the singular number include the plural and vice versa;
- 3.3 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;
- 3.4 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 the Strata Legislation unless a contrary intention is expressed in this by-law;
- 3.5 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; and
- 3.6 the terms of this by-law apply to the extent permitted by law.

4.0 GENERAL RULES

- 4.1 An Owner or Occupier must not breach any by-laws.
- 4.2 An Owner or Occupier must not damage common property without the approval in writing of the Owners Corporation (except where permitted by the Strata Legislation or a by-law).
- 4.3 An Owner or Occupier must not leave or dump rubbish on common property.
- 4.4 An Owner or Occupier must not dirty common property or create the conditions that may result in the common property being dirtied.
- 4.5 An Owner or Occupier must not do anything that causes an insurance premium payable by the Owners Corporation to increase.

5.0 GENERAL OBLIGATIONS

- 5.1 An Owner must take all reasonable steps to ensure that any Occupier of a Lot complies with this by-law.
- 5.2 An Owner must take all reasonable steps to ensure that Invitees comply with this by-law as if they were an Owner and were bound by this by-law.

6.0 PAYMENT OF EXPENSES

If an Owner breaches this by-law, the Owner is liable to pay or reimburse the Owners Corporation any expenses on demand.

7.0 INTEREST ON EXPENSES

If any expenses are not paid by an Owner at the end of one month after they become due and payable, the expenses, until paid, bear simple interest at the same annual rate as applies

to interest on overdue contributions levied by the Owners Corporation (currently an annual rate of 10 per cent).

8.0 PAYMENT OF RECOVERY COSTS

An Owner is liable to pay or reimburse the Owners Corporation for any recovery costs.

9.0 RECOVERY OF EXPENSES, INTEREST, RECOVERY COSTS

The Owners Corporation may recover from an Owner as a debt any:

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

for which the Owner is liable.

10.0 MODE OF RECOVERY OF EXPENSES, INTEREST, RECOVERY COSTS

The Owners Corporation may include reference to any expenses, interest or recovery costs for which an Owner is liable on:

- (a) the Owners Levy account with the Owners Corporation;
- (b) levy notices served on the Owner; and
- (c) certificates issued under section 184 of the Strata Legislation in respect of the Owner's Lot; for the purpose of recovering from the Owner as a debt any of those amounts.

11.0 APPROPRIATION OF PAYMENTS

The Owners Corporation may appropriate any payments made by an Owner to the Owners Corporation towards expenses, interest and recovery costs in any manner whatsoever the Owners Corporation deems fit.

12.0 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 the Owners Corporation, the person who becomes Owner is jointly and severally liable with the former Owner to pay those amounts to the Owners Corporation.

Special By-Law No. 5 – Window Safety Devices

1.0 INTRODUCTION

- 1.1 *The Strata Schemes Management Act 2015* No 50 section 118 “Window safety devices – child safety” requires that an Owners Corporation must ensure that there are complying window safety devices for all windows of each building of the strata scheme that are windows to which the section applies. The windows are those where the lowest level of the window opening is less than 1.7 metres above the surface of any internal floor that abuts the wall in which the window is installed, and where the internal floor is 2.0 metres or more above the ground surface, or any external surface below the window that abuts the wall.
- 1.2 The requirements for a complying window safety device are that it is capable of restricting the opening of a window so that a sphere having a diameter of 125 millimetres or more cannot pass through the window opening, is capable of resisting an outwards horizontal action of 250 newtons (25.5 kilogram-force) and has a child resistant release mechanism in the case of a device that can be removed or unlocked.
- 1.3 The required work of installation is to be arranged by, and as an expense of, the owners corporation. An owner of a lot may install complying window safety devices at the owner’s lot and must give written notice to the owners corporation within 7 days after completion of the installation.
- 1.4 Once the window safety devices are installed, the owner is granted exclusive use and enjoyment over the common property occupied by the window safety devices.

2.0 DEFINITIONS & INTERPRETATION

2.1 In this by-law:

- 2.1.1 “Act” means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
- 2.1.2 “Building” means the building and improvements on the land located at 28 Macpherson Street, Warriewood NSW 2102;
- 2.1.3 “Common Property” means the common property for the Strata Scheme;
- 2.1.4 “Costs” means all professional and trade costs/fees/disbursements;
- 2.1.5 “Direction” means a written direction from the Owners Corporation to the Owner relating to Remedial Works;
- 2.1.6 “Indemnity” means the Owner indemnifying the Owners Corporation in respect of the Remedial Works or anything arising from the Remedial Works, including, but not limited to the following:
- 2.1.6.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 2.1.6.2 any sum payable by way of increased premiums; and
 - 2.1.6.3 any costs or damages for which the Owners Corporation is or becomes liable;

- 2.1.7 **"Lot"** means a lot within the Strata Scheme.
- 2.1.8 **"Occupier"** means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.
- 2.1.9 **"Owner"** means an owner of any one of the lots and that owner's successors in title.
- 2.1.10 **"Owners Corporation"** means the owners corporation known as The Owners – Strata Plan 71752 and where the context permits, includes its agents, contractors or employees;
- 2.1.11 **"Penalty"** means the penalty or fine under section 118(1) of the Act;
- 2.1.12 **"Remedial Works"** means any subsequent repair, maintenance, removal or replacement of the Window Safety Device and any other items installed as part of the Works, and/or Common Property affected by the Works;
- 2.1.13 **"Residential Tenancy Agreement"** means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot meeting the conditions set out in By-Law 18 of By-Laws Nos. 1 to 18;
- 2.1.14 **"Strata Plan"** means registered strata plan number 35923;
- 2.1.15 **"Window"** means the following:
- 2.1.15.1 a window accessible from inside a Lot or from the Common Property that can be opened; and
 - 2.1.15.2 the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
 - 2.1.15.3 that internal floor is 2m or more above the external surface of the ground below the window.
- [An illustration of this definition is on Fact Sheet "Window Safety Device Requirements" attached to this by-law and marked Annexure A]
- 2.1.16 **"Window Safety Device"** means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram-force):
- 2.1.16.1 a child safety device that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm; and
 - 2.1.16.2 the device is robust and childproof; and
 - 2.1.16.3 excludes ordinary flyscreens.
- 2.1.17 **"Works"** means the installation or affixing of a window Safety device on a Window in accordance with the Office of Fair Trading Window Safety Device Requirements fact sheet attached to this by-law and marked Annexure A'.
- 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.
- 2.3 Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
- 2.4 If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
- 3.0 **WORKS**
- 3.1 The Owners Corporation is responsible for ensuring that the Works are, or have been, carried out, either by the Lot Owner or the Owners Corporation on behalf of a Lot Owner, and will pay the cost of carrying out of the Works.
- 3.2 An Owner of a Lot who installs a Window Safety Device must give written notice of the Installation to the Owners Corporation within 7 days after the completion of the installation.
- 3.3 Provided the Owners Corporation has provided the owner or occupier of the lot at least 24 hours prior written notice of the date, time and duration that access is required, an Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works, or determining if the Works are required to be carried out at the Lot.
- 3.4 In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed day and time due to any action or inaction of the Owner or Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.
- 3.5 Upon completion of the Works at a Lot, the Owner or Occupier of that Lot must sign a written acknowledgment form provided by the Owners Corporation for the purpose of confirming that Works have been carried out at the Lot and that this By-Law provides for ongoing care and maintenance as a Lot Owner obligation. This acknowledgement will be made known to future Lot Owners to ensure awareness of the obligation.
- 3.6 Prior to providing the written acknowledgment form as referred to in clause 3.5 above, the Owners Corporation may request an Occupier to provide a copy of their Residential Tenancy Agreement and proof of identity, such as a driver's licence or passport, as evidence that they are the tenant(s) identified in the Residential Tenancy Agreement.

4.0 REMEDIAL WORKS

4.1 The Owner shall have exclusive use of the Remedial Works to the extent that the Remedial Works form part of the common property.

4.2 The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

4.3 The Remedial Works must be carried out and completed:

- 4.3.1** in a proper workmanlike manner and by licensed and/or accredited contractors;
- 4.3.2** with due skill and care using proper materials;
- 4.2.3** in compliance with the Building Code of Australia, any other Australian Standards, as applicable;
- 4.3.4** in keeping with the appearance of the Building in its style, colour, materials and overall design;
- 4.3.5** in a way to not unreasonably interfere with the enjoyment of other Common Property areas or access to lots in the strata scheme by other persons by building materials, tools, machines, debris or motor vehicles;
- 4.3.6** in a way which minimises the disturbance to other Owners or Occupiers including but not limited to vibration, noise, dust and dirt;
- 4.3.7** in compliance with all local council consents and requirements (if any);
- 4.3.8** ensuring that the security of the Building is maintained throughout the performance of the Remedial Works;
- 4.3.9** promptly and completely removing all rubbish from the Building resulting from the Remedial works;
- 4.3.10** keeping all areas of the Building as clean and tidy as possible;
- 4.3.11** promptly repairing any damage to any part of the Building caused by the Remedial Works;
- 4.3.12** in compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris; and
- 4.3.13** in a way that will protect all areas of the Building outside the Lot from any damage caused by the Remedial Works, for example by the transportation of construction materials, equipment and debris.

4.3 The Owner is responsible for the Cost of Remedial Works.

5.0 DAMAGE AND DIRECTION

5.1 The Owner indemnifies the Owners Corporation against any damage caused to any other Lot of the Common Property arising as a result of:

- 5.1.1** The Owner carrying out the Works, and
- 5.1.2** The Owner carrying out the Remedial Works.

5.2 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:

- 5.2.1** rectify that breach,

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

5.2.3 recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

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

6.0 GENERAL OBLIGATIONS

6.1 Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

6.2 Owners and Occupiers will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Remedial Works.

ANNEXURE A

FACT SHEET

September 2015

Window safety device requirements

In strata schemes

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

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

Did you know? Similar laws in New York resulted in a 96 per cent decrease in hospitalisations due to falls from windows.

Are there any alternatives to locks?

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

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

Which windows does this apply to?

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

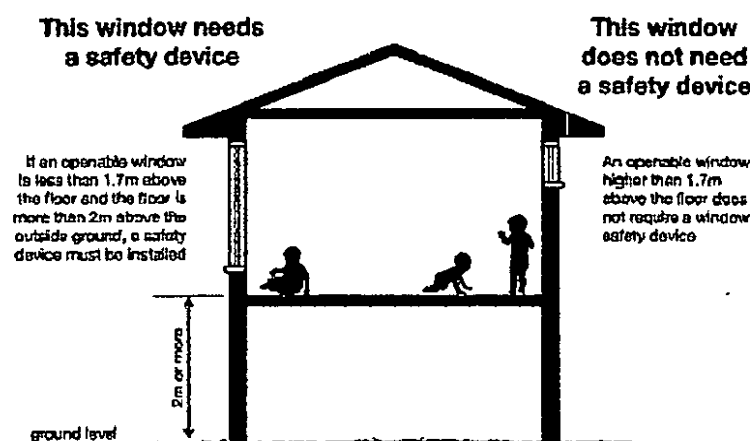
The details are explained in the Strata Schemes Management Regulation 2010.

When do the locks need to be installed?

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

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

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



www.fairtrading.nsw.gov.au



Fair Trading

FACT SHEET

September 2015

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

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

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

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

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

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

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

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

Where can I get more information?

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

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

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

If you need more details about the laws, please refer to the *Strata Schemes Management Act 1996* No 138 or call us on 13 32 20.

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

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

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Special By-Law No. 6 – Air Conditioning

An owner for the time being ("the owner") of a lot;

- 1.0 must not install or keep an air-conditioning unit to serve his lot, or allow one to be installed or kept, without first obtaining the written consent of the Owners Corporation;
- 2.0 shall have a right of exclusive use of the air conditioning unit existing or replacing and servicing the lot ("the unit") including its ancillary condensers, ducting, wiring, controls, working parts and other fittings.

Stipulations and Conditions:

- 1.0 The unit must be either a "single split" or a "ducted" air-conditioning system design only. The proposed air-conditioning unit must not be a window or a roof mounted system.
- 2.0 The unit and its ancillary parts and fittings must be installed wholly within the lot and not on common property.
- 3.0 Before installing or modifying a unit, the owner must:-
 - (3.1) Provide the Owners Corporation with a copy of any requisite approval of the local Council, including all conditions of approval, drawings and specifications;
 - (3.2) Provide the Owners Corporation with a diagram of any altered or additional electrical circuitry certified as accurate and in compliance with all relevant standards by an electrician; and
 - (3.3) Obtain written approval of the Owners Corporation to the location, type and size of the proposed air-conditioner, which approval may not be withheld unreasonably.
- 4.0 In installing the unit, the owner must:-
 - (4.1) If applicable, comply with all conditions of approval of the local Council;
 - (4.2) Comply with the manufacturer's specifications;
 - (4.3) Carry out the installation in a proper and skillful manner;
 - (4.4) Comply with all installation and maintenance conditions and
 - (4.5) requirements as determined by the Owners Corporation in its written approval;
 - (4.6) Ensure that an "outside component" when installed on an upstairs balcony is of lesser height than the balcony rail, and that any associated pipes, wires, and cables that could be visible from outside the lot are covered in ducting of a colour as determined by the Owners Corporation; and
 - (4.7) Not drill holes in or through the upstairs floors of the lot (including outside balcony) without the specific approval of the Owners Corporation.
- 5.0 The owner or occupier must not use the unit if its use generates noise or vibration that

interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it, or of the common property by any person entitled to use it.

- 6.0 The owner must ensure that, subject to any statutory requirements or requirements of the local Council, condensation and run-off from the unit are drained through lines to existing drains or downpipes.
- 7.0 The owner may remove the unit, and after doing so must restore the common property to its original condition.
- 8.0 The owner at his own cost must maintain the unit in a state of good and serviceable repair and appearance, and must renew, replace or remove it whenever necessary at his own cost.
- 9.0 The owner at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair, renewal or removal of the unit.
- 10.0 The owner must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if the unit had not been installed.

This By-Law has effect notwithstanding By-Law 5 and By-Law 17 which are to be found in the suite of Standard By-Laws.

Special By-Law No. 7 – Bi-Fold Doors

On the conditions set out in this by-law, the owner for the time being of each lot ("the owner") shall have a special privilege in respect of the common property to install and to maintain bi-fold doors to access a courtyard serving the lot.

The installation of bi-fold doors is referred to in this by-law as "the works".

Conditions

The Works

1. Before commencing the works, the owner must provide the Owners Corporation with:
 - (1.1) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - (1.2) a copy of any requisite construction certificate for the works, under Part 4A of the *Environmental Planning & Assessment Act 1979*;
 - (1.3) a copy of the certificate of insurance relating to the works, if required under section 92 of the *Home Building Act 1989*;
 - (1.4) evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party; and
 - (1.5) a certification by a structural engineer in favor of the Owners Corporation (if requested by the Owners Corporation) that the works will not affect the structural integrity of the building or any part of it and that the existing floor, walls and ceiling are adequate to support the proposed works.
2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - (2.2) use best-quality and appropriate materials, in a proper and skillful manner;
 - (2.3) comply with all conditions and requirements of the local Council;
 - (2.4) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer's specifications;
 - (2.5) ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
 - (2.6) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;

- (2.7) comply with any reasonable requirement of the Owners Corporation concerning:
 - (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; or
 - (b) storage of materials and debris;
 - (2.8) carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
 - (2.9) ensure that major works are completed within 2 weeks of commencement and all remaining works are completed within 2 months of their commencement.
3. The Owner may not make any changes to the plans and specifications for the works as approved in this by-law without the prior written consent of the local Council (if required) and the Owners Corporation.

After the Works

4. Within one month after completion of the works, the owner must give the Owners Corporation:
- (4.1) a copy of any applicable compliance certificate for the works under Part 4A of the *Environmental Planning & Assessment Act 1979* ("compliance certificate"); and
 - (4.2) if changes to the plans and specifications have been made, as-built drawings.

Repair & Maintenance

5. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 106(3) of the *Strata Schemes Management Act 2015*, the Owners Corporation shall continue to be responsible for the proper maintenance of the common property and keeping the common property in a state of good and serviceable repair.
6. The owner must maintain the improvements installed in the course of the works (including fixtures and fittings and other working parts installed as part of the works) in a state of good and serviceable repair, and must renew or replace them whenever necessary.
7. The owner may remove the improvements installed in the course of the works and after doing so must restore the common property to its original condition.

Damage

8. The owner must repair promptly any damage caused or contributed to by:
- (8.1) the works; or

- (8.2) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works, including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Indemnity

9. The owner must indemnify the Owners Corporation against any liability or expense arising out of:
- (9.1) the works; or
 - (9.2) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works, including any liability under section 123 of the *Strata Schemes Management Act 2015* for damage to the improvements installed in the course of the works.

For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

Insurance

10. The owner must apply the proceeds of a claim in respect of insurance referred to in condition (1.3) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
11. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in conditions (1.3) and (1.4).
12. The owner appoints the Owners Corporation its attorney for the purposes of conditions 10 and 11, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Notices

13. The owner at his own expense must comply with any notice or requirement, relating to the works or the improvements installed in the course of the works, of the local Council or other statutory authority, Tribunal or Court.

Costs

The owner must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this by-law, including (without limitation) consultant's fees.

Special By-Law No. 8 – Window Awnings

An owner of a lot must not install or keep an awning upon the outside face of the pergola of his lot otherwise than on the conditions set out in this by-law.

Conditions:

The awning must be cream in colour, similar to the aluminium frames of the windows and sliding doors to the lots.

Before starting the installation of an awning, the owner must:

- (i) obtain the written approval of the Owners Corporation (which may be conditional) of the design, specifications, materials, colour, location and manner of installation of the awning; and
- (ii) provide the Owners Corporation with a copy of any requisite approval of the local Council to the installation of the awning, including all conditions of consent, drawings and specifications.
- (iii) In installing the awning, the owner must ensure compliance with:
 - (a) any conditions of the local Council;
 - (b) the manufacturer's specifications;
 - (c) a proper and skillful standard of work, using premium quality materials; and
 - (d) all conditions of the written approval of the Owners Corporation.
- (iv) The owner must maintain the awning and any operating equipment in a state of good and serviceable repair and in clean, tidy and well-ordered condition, and must renew or replace them whenever necessary.
- (v) The owner must repair promptly any damage caused or contributed to by the installation, use, maintenance, repair, renewal or replacement of the awning including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.
- (vi) The owner must indemnify the Owners Corporation against any liability or expense arising out of the installation, use, maintenance, repair, renewal or replacement of the awning.
- (vii) The owner must retract the awning in times of wind or bad weather if required by the Owners Corporation.

This By-Law has effect notwithstanding By-Law 5 and By-Law 17 which are to be found in the suite of Standard By-Laws.

Special By-Law No. 9 – Works Exclusive Use (Lot 35)

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the 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:

"Balcony" means that part of the Lot described as a balcony on the Strata Plan.

"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*.

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

"Lot" means lot 35 within the Strata Scheme.

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

"Occupier" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"Owner" means the owner of a Lot and that owner's successors in title.

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

"Plan" means the plan annexed to this by-law.

"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 removal, moving of and alteration to the brushwood fence separating the Lot and lot 35 as follows:

- (a) remove the small (approx 1.5m wide) panel at the eastern end of the Lot's courtyard;
- (b) install a new panel approximately 1.5-2m to the east of the section removed under (a), so that the eastern fence is in line with the eastern fence of lot 34, such new section being marked * on the Plan;
- (c) installation of additional northern fence approximately 2m long, of similar style and height, from the northern end of the fence marked * to connect to the corner of the Lot's building, such section being marked # on the Plan; and
- (d) installation of a gate (still of similar brushwood style) approximately 900mm wide to access Lot 35's courtyard directly from the Lot's front door, in the location marked G on the plan.

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 Executive 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.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of:

- (a) so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law; and
- (b) the part of common property which physically becomes part of the Lot's courtyard after the Works are completed, being that area shaded on the Plan.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the 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 The 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.

4.0 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;
- 4.1.1.2** pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law,
- 4.1.1.3** if requested by the Owners Corporation (acting reasonably), provide to the Owners Corporation a certificate from a qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building.

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.

4.1.3 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 the 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 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.3 Variation to Works

not vary the Works without obtaining the prior written approval 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 Costs of Works

pay all costs associated with the Works,

4.2.1.6 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

4.2.1.7 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, the 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,

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 (for example, the conditions of the Local Council's approval for 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.

5.0 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.

Special By-Law No. 10 – No Smoking

1.0 Introduction

- 1.1 This by-law sets out the rules that all Owners (proprietor) occupiers or tenants must follow to abide by the by-law.
- 1.2 This by-law aims to prevent an Owner (proprietor), occupier or tenant from smoking in a lot, elsewhere within the building, or anywhere upon the common property of the scheme or use their lot in such a manner as to cause a nuisance or hazard to the proprietor or occupier of any other lot.
- 1.3 This by-law aims to prevent an Owner (proprietor), occupier or tenant from creating smoke, undertaking the act of smoking, creating secondhand smoke, and or exposing other persons in a lot, elsewhere within the building, or anywhere upon the common property of the scheme, to passive smoke known to cause harm to health, including cancer in humans.
- 1.4 This by-law will cause appropriate NO SMOKING signage to be affixed to various parts of the schemes common property to support clause 1.1.



- 1.5 If an Owner (proprietor), occupier or tenant does not comply with this by-law the Owners Corporation may take action against them in accordance with current Strata legislation and the Management Act.

2.0 Definitions & Interpretation

2.1 In this by-law:

"Common Property"	means the common property for the Strata Scheme.
"NCAT"	means the NSW Civil and Administrative Tribunal
"Executive Committee"	means the executive committee of the Owners Corporation.
"Lot"	means a lot within the Strata Scheme.
"Management Act"	means the <i>Strata Schemes Management Act 2015</i> .
"Non-Smoker"	means another Owner (proprietor), occupier or tenant in another lot, elsewhere within the building, or anywhere

	upon the common property of the scheme, to which the act of smoking causes a nuisance or hazard.
"Nuisance"	means the act of breaching s 153 of the <i>Strata Schemes Management Act 2015</i> pursuant to Durie GJ, Consumer, Trader and Tenancy Tribunal (2006)
"Occupier"	means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.
"Owner"	means an owner of any one of the lots and that owner's successors in title.
"Owners"	means the owners of the lots and their successors in title.
"Owners Corporation"	means the owners corporation for the Strata Scheme.
"Proprietor"	means a person seised or possessed of any freehold or other estate or interest in land, at law, or in equity, in possession, in futurity, or in expectancy: <i>Real Property Act 1900</i> (NSW) s 3(1).
"Smoke"	means the gases that form to create secondhand smoke emitted from the burning end of cigarettes and tobacco smoke, exhaled by the user of an ignited tobacco product, or any other product that is intended to be smoked and is ignited, into the surrounding atmosphere;
"Signage"	means the signage containing the words "No Smoking", "This is a smoke free Building" or "No Smoking on Premises" or a combination of similar words, indicating that the act of smoking is not permitted anywhere or at any time within the boundaries of any lot or the common property of this Strata Scheme.
"Smoker"	means the person smoking an ignited tobacco or any other product that is intended to be smoked and is ignited;
"Smoking"	means the act of creating secondhand smoke exhaled by the smoker from ignited tobacco or any other product that is intended to be smoked and is ignited;
"Secondhand smoke"	means secondhand smoke which is a combination of sidestream smoke emitted from the burning end of cigarettes and tobacco smoke exhaled by the smoker.
"Passive Smoking"	means the act of a non-smoker that involuntary breathes another person's exhaled smoke containing chemical compounds, toxins and other carcinogens (cancer causing substances), known to cause harm to health including cancer in humans.
"Strata Legislation"	means the Development Act and the Management Act.
"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.

3.0 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 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,
- 3.3 where any decision needs to be made by the Owners Corporation, that decision may be made by the Executive 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,
- 3.4 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
- 3.5 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.

4.0 No Smoking

- 4.1 The proprietor or occupier of a lot within the strata scheme must not smoke or allow smoking within a lot, anywhere else within the building or within or upon any part of the common property.
- 4.2 Without limiting clause 4.1, the proprietor or occupier of a lot must not allow any invitee to their lot to smoke within the lot or upon the common property or use their lot in such a manner as to cause a nuisance or hazard to the proprietor or occupier of any other lot.
- 4.3 The proprietor or occupier of a lot within the strata scheme must abide by the No Smoking signage affixed to the common property.
- 4.4 Without limiting clause 4.3, the proprietor or occupier of a lot must direct any invitee to their lot or upon the common property, to observe and abide by the No Smoking signage affixed to the common property.
- 4.5 The owners corporation may serve a notice, in accordance with s 147 of the *Management Act 2015 (NSW)*, on the owner or occupier of a lot requiring the owner or occupier to comply with this specified by-law if the owners

corporation is satisfied that the owner or occupier has contravened that by-law.

- 4.6 The owners corporation may take further action including the application for an Order from an Adjudicator of the NCAT.

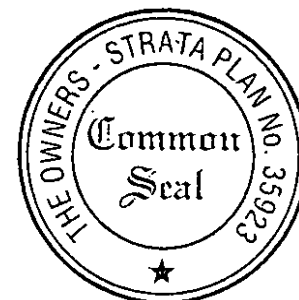
The seal of The Owners - Strata Plan No. 35923 was affixed on 5th June 2018
in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act
2015 to attest the affixing of the seal:

Signature: Lee Whitney
Name(s): LEE WHITNEY
Authority: STRATA MANAGER



Created:2016

Approved Form 10
Certificate re Initial Period



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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 35923 was affixed on 5th JUNE 2018 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:

Authority:

Lee Whitney

LEE WHITNEY

STRATA MANAGER

Signature:

Name:

Authority:

Form: 15CH

Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AQ561062S

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

(A) TORRENS TITLE

For the common property
CP/SP35923

(B) LODGED BY

Document
Collection
Box

1112G

Name, Address or DX, Telephone, and Customer Account Number if any

Madison Marcus Law Firm
Level 4, 71 York Street, Sydney NSW 2000
134904C

Reference: MM20462

CODE

CH

- (C) The Owners-Strata Plan No. 35923 certify that a special resolution was passed on 2/7/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 11
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
- See Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 35923 was affixed on 5/11/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

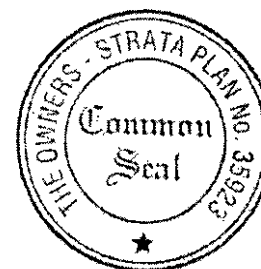
Authority:

Lee Whitney
LEE WHITNEY
STRATA MANAGER

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1705

Annexure A

Consolidation of by-laws for SP35923

Summary

By-Law Number	How created	When passed
1-34	Dealing AN417722H	27 February 2018
Special By-Law 1 (Renovations)	Dealing AN417722H	27 February 2018
Special By-Law 2 (Parking on Common Property)	Dealing AN417722H	27 February 2018
Special By-Law 3 (Common Property Memorandum)	Dealing AN417722H	27 February 2018
Special By-Law 4 (Cost Recovery)	Dealing AN417722H	27 February 2018
Special By-Law 5 (Window Safety Devices)	Dealing AN417722H	27 February 2018
Special By-Law 6 (Air Conditioning)	Dealing AN417722H	27 February 2018
Special By-Law 7 (Bi-Fold Doors)	Dealing AN417722H	27 February 2018
Special By-Law 8 (Awnings)	Dealing AN417722H	27 February 2018
Special By-Law 9 (Works Exclusive Use Lot 35)	Dealing AN417722H	27 February 2018
Special By-Law 10 (No Smoking)	Dealing AN417722H	27 February 2018
Special By-Law 11 (Tree maintenance)	By Special Resolution	2 July 2020

Executed by The Owners – Strata Plan No.35923 in accordance with section 273 of the *Strata Schemes Management Act 2015*.


 Signature of Committee Member/Strata Manager

LEE WHITNEY
 Name of Committee Member/Strata Manager



Common Seal

INDEX TO CONSOLIDATED BY-LAWS

1. By Laws 1-34
 1. Noise
 2. Vehicles
 3. Obstruction of common property
 4. Damage to lawns and plants on common property
 5. Damage to common property
 6. Behaviour of owners, occupiers and their invitees
 7. Children playing on common property
 8. Depositing rubbish and other material on common property
 9. Drying of laundry
 10. Cleanliness of the lot
 11. Storage of inflammable liquids and other substances and materials
 12. Moving furniture and other objects on or through common property
 13. Floor coverings
 14. Garbage disposal
 15. Keeping of animals
 16. Appearance of lot
 17. Change in use of lot to be notified
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 19. Radio Transmissions
 20. Heating or cooking
 21. Security
 22. Fire Hydrant
 23. Security keys, swipe cards or fobs
 24. Swimming Pool Area
 25. Liability
 26. Reporting faults in the Common Property
 27. Owners and Residents Complying with By-Laws
 28. Complaints and Applications to the Owners Corporation to be in writing
 29. Address for Services of Notices

30. Tennis Court
 31. Vehicles and Drivers Permitted to enter the Property
 32. Roller blading, bike or scooter riding, skateboarding
 33. Awning
 34. Lot Owners seeking to use Pay TV Services
-
2. Special By-Law No. 1 – Renovations
 3. Special By-Law No. 2 – Parking on Common Property
 4. Special By-Law No. 3 – Common Property Memorandum
 5. Special By-Law No. 4 – Cost Recovery
 6. Special By-Law No. 5 – Window Safety Devices
 7. Special By-Law No. 6 – Air Conditioning
 8. Special By-Law No. 7 – Bi-Fold Doors
 9. Special By-Law No. 8 – Awnings
 10. Special By-Law No. 9 – Works Exclusive Use (Lot 35)
 11. Special By-Law No 10 – No Smoking
 12. Special By-Law No. 11 – Tree Maintenance

BY-LAWS 1-34

SP35923

BY-LAW 1 - Noise

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

BY-LAW 2- Vehicles

- (a) An owner or occupier of a lot shall not park or stand any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.
- (b) Vehicles must not be parked or stand on a driveway adjacent to the letterboxes.
- (c) "Car Wash Bays" - Vehicles must only be washed in a car wash bay and nowhere else in the property. Car wash bays must only be used for the purpose of washing vehicles, and may only be occupied for the time it takes to do so. Vehicles must not stand or be parked in a wash bay.
- (d) The term "visitor" shall refer to a non-resident person invited by an owner or occupier or by the Owners Corporation to visit the property for a period of no more than two days (including nights) in any seven day period. Only visitors may park their vehicles in "visitor's car parking" areas.
- (e) Any vehicle whose details are recorded on the Parking By-Law Registry, shall have an infringement Notice placed on the vehicle if the said vehicle has been observed by a lot owner or member of the Strata Committee to have "overstayed" the 2 day and night time limit.
- (f) The penalty will be payable to the Strata Manager for the time involved in administering the breach of the Parking By-Law.

BY-LAW 3 - Obstruction of common property

An owner or occupier of a lot shall not obstruct, impede or restrict the lawful use of common property by any person.

BY-LAW 4 - Damage to lawns and plants on common property

An owner or occupier of a lot shall not damage or interfere with any garden, tree, shrub, plant, flower or any landscaped area being part of or situated on common property.

BY-LAW 5 - Damage to common property

An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation, but this by-law does not prevent an owner or person authorised by the lot owner from installing:-

- (a) Any locking or other safety device for protection of his lot against intruders; or
- (b) Any screen or other device to prevent entry of animals or insects upon his lot "provided that colour of the frame for such screen matches the colour of existing framework".

An owner or occupier of a lot shall not effect any alteration or addition to the internal walls or structural features of a lot without the prior approval in writing of the Owners Corporation PROVIDED that such approval shall not be unreasonably withheld.

Any alteration made to common property or any fixture or fitting attached to common property by any owner or occupier of a lot, whether made or attached with or without the approval of the Owners Corporation, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Council, be repaired and maintained by the owner for the time being of the lot of which the aforesaid owner or occupier was such owner or occupier.

BY-LAW 6 - Behaviour of owners, occupiers and their invitees

An owner, occupier of a lot or their invitees when visiting a lot or when upon common property or when upon any part of a lot so as to be visible from another lot or from common property, shall be adequately clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot, or to any person lawfully using common property, whilst at all times complying with the By-Laws and in the event of his/her inability for any reason to ensure such compliance by any invitee he/she shall thereupon ensure that such invitee leaves the property.

BY-LAW 7 - Children playing on common property

An owner or occupier of a lot shall not permit any child of whom the owner or occupier has control to play upon any common property (other than area designated in a resolution of the Owners Corporation as a children's play area) or, unless accompanied by an adult exercising effective control, to be or remain upon common property comprising a car parking area or driveway or pool area or other area of possible danger or hazard to children.

BY-LAW 8 - Depositing of rubbish and other material on common property

An owner or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material or any appliance, chattel or other article or thing, except in any receptacle or area specifically provided therefore.

BY-LAW 9 - Drying of laundry

An owner or occupier of a lot shall not hang any washing, towel, bedding, clothing or other article on any part of the lot in such a way as to be higher than the fence line of the lot, so as to be visible from outside the lot.

BY-LAW 10 - Cleanliness of the lot

An owner or occupier of a lot shall keep clean all glass in windows, doors and balustrading on the boundary of his lot including so much thereof as is common property and shall immediately report any breakages to the Owners Corporation.

An owner or occupier of a lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects or other pests.

BY-LAW 11 - Storage of inflammable liquids and other substances and materials

An owner or occupier of a lot shall not use or store upon a lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine and shall not do, permit or omit to be done any act, matter or thing which may invalidate or suspend any insurance cover effected by the Owners Corporation or cause the premium thereof to be increased.

BY-LAW 12 - Moving furniture and other objects on or through common property

You must tell the Owners Corporation Strata Committee if you are going to move large objects or furniture through common property areas of the building. This allows a Strata Committee representative to be present during the move.

BY-LAW 13 - Floor coverings

You must cover the floor of your lot or treat it to stop noise which may disturb another resident. This does not apply to the kitchen, laundry, lavatory or bathroom of a lot.

BY-LAW 14 - Garbage disposal

- (a) An owner or occupier of a lot must make sure his garbage is securely wrapped and all tins and containers are properly drained and placed in the garbage bin /"red" lidded bin).
- (b) An owner or occupier of a lot must make sure all recyclable tins and containers are rinsed and completely drained and placed in the recycle bin ("yellow" lidded bin).
- (c) An owner or occupier of a lot must make sure all recyclable paper and cardboard are placed in the recycle bin ("blue" lidded bin) after being appropriately crushed or compressed.
- (d) An owner or occupier of a lot must make sure all vegetation is placed in the recycle bin ("fluorescent green" lidded bin) after being appropriately crushed or compressed.
- (e) An owner or occupier of a lot must put his garbage/recycle out to be collected, in the area chosen by the Owners Corporation. The "wheelie" bins must only be used for garbage or refuse as described above or as defined and notified by local Council from time to time.
- (f) An owner or occupier of a lot must make sure that any rubbish spilt from his garbage is removed.
- (g) The "wheelie" bins must NOT be used to dispose of such items as (but not restricted to) unwanted household and garage rubbish, appliances, furniture, toys, junk, garden vegetation, and the like. Disposal of such items is the responsibility of the owner or occupier, and such items must not be placed on common property.

BY-LAW 15 - Keeping of animals

Subject to Schedule 3 of the *Strata Schemes Management Regulations 2016* (NSW), an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal(s), (except fish kept in a secure aquarium on the lot) on the lot.

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot and must give an owner or occupier written reasons for any refusal to grant approval. The limit on the number of animals kept by an owner or occupier of a lot is two (2).

If an owner or occupier of a lot keeps an animal on the lot then the owner or occupier must:-

- (a) Observe all conditions of the written approval;
- (b) Accept full responsibility and legal liability for any damage or injury caused by the animal;
- (c) Keep the animal within the lot;
- (d) Carry/supervise (where applicable) the animal when it is on the common property, or alternatively exercise effective control by means of a lead; and
- (e) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (f) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

An owner or occupier of a lot who keeps on the lot an animal that is required by commonwealth, state, or local government regulations to be registered with a statutory authority, must include such registration number in the identification of the animal in their application to the Owners Corporation.

An owner or occupier of a lot who had received written approval prior to the adoption of this by-law to keep more than one animal on a lot will be permitted to continue do so only in relation to and for the life of those animals that can be identified as the subject of such written approval. However, in all other respects those owners and occupiers and animals are subjected to this by-law.

BY-LAW 16 - Appearance of lot

An owner or occupier of a residential lot shall ensure that all curtains and blinds installed in any windows or doors to his residential lot have an off-white appearance when viewed from outside the building and shall not otherwise do anything or permit anything to be done which may interfere with the uniform appearance of the outside parts of the building unless approved by the Owners Corporation.

An owner or occupier of a lot shall not attach to or hang from the exterior of the building a radio or television aerial, satellite dish or any security device or wires attached thereto.

An owner or occupier of a lot shall ensure that no name, writing, drawing, sign board, plate, placard, signal, advertisement, For Lease sign or illumination shall be inscribed or exposed on or any window or other part of the building and no article shall be projected out of any window or over any balcony.

BY-LAW 17 - Change of Use or Occupation of a lot

An owner or occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

An owner or occupier of a lot must not change the use of a residential lot in any manner that may effect the insurance premiums of the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes);

An owner or occupier of a lot must not allow the residential lot to be available for short term holiday lettings;

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

BY-LAW 18 – Water Hydrant

An owner or occupiers of a lot shall not use any water hydrant or other water apparatus in the common property building for any purpose other than for which they were constructed and shall not deposit or throw any sweepings, rubbish, rags, napkins or any other article into the same.

BY-LAW 19 – Radio transmissions

An owner or occupier of a lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other lot.

BY-LAW 20 - Heating or Cooking

An owner or occupier of a lot shall not use any method of space heating or cooking within his lot other than a method involving the use of electric power, except as follows:-

- (a) As townhouses numbered 1 to 14 inclusive are adjacent to the natural gas main in MacPherson Street, the owners of those lot may arrange at their own cost for direct connection to that natural gas main to the ground floor only of their lot with prior written approval of the Owners Corporation and must observe all conditions of the written approval.

- (b) It will be the responsibility of the owner for the time being of the lot to ensure that all such connections and installation of appliances be carried out by an appropriately qualified trades person (licensed gas fitter) and that the work and appliances meet the relevant standards of Building Codes of Australia, Local Council Regulations, and the gas suppliers specifications.
- (c) Gas hot water heaters and "flued" gas appliances will not be permitted.
- (d) The Gas Meter may be installed outside the fenced boundaries of the courtyard of the lot and in the garden facing Macpherson Street, which is on common property.

BY-LAW 21 - Security

The Strata Committee of the owners corporation may take all reasonable steps to ensure the security of the parcel and the building situated thereon from intruders or to preserve its safety from fire or other hazard and without limiting the generality of the foregoing may:-

- (a) Close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property; and
- (b) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the building, either solely or in conjunction with any other building.

BY-LAW 22 – Fire Hydrant

An owner or occupier of a lot shall not use or interfere with any fire hydrant or other fire-fighting or fire safety equipment except in the case of an emergency.

BY-LAW 23 – Security keys, swipe cards or fobs

- (a) If the Owners Corporation in the exercise of any of its powers under these by-laws, restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device it may make such number of keys or operating systems as it determines available to the owners or occupiers upon payment of such reasonable charge or deposit and therefore refund as may be determined from time to time by the Owners Corporation.
- (b) An owner or occupier of a lot into whose possession any key or operating system allowing access to such areas as (but not restricted to) the pool area and tennis court has come shall not duplicate same or cause the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

BY-LAW 24 - Swimming Pool Area

The "pool area" comprises the whole building and the area, the facilities (the swimming and spa pools, the sauna and change rooms and toilets), and equipment contained within it, and external equipment associated with it. For the purposes of this by-law, an adult is a person of 18 years or over, and a child is a person under the age of 18 years.

- (a) No smoking products, alcoholic beverages, food or drink of any kind may be taken into or consumed in or around the pool area.
- (b) No glass containers or objects or receptacles of any type may be taken into or allowed at any time in the pool area.
- (c) No equipment or toys (apart from recognised swimming aids) are allowed to be taken into the pool area without prior approval in writing from the Owners Corporation.
- (d) No one shall without proper authority from the Owners Corporation operate, adjust or interfere

with the operation of or perform any maintenance on any part of the pool area or any equipment associated with the sauna, swimming or spa pools or add any chemical or other substance to any water therein.

- (e) Persons using the pool area must take all reasonable precautions to ensure the health hygiene and safety of themselves and others, and must shower prior to using the swimming and spa pools, including after using the sauna.
- (f) The pool area is not to be entered or used by children under the age of 14 years unless accompanied at all times by an adult owner or occupier who is exercising effective control.
- (g) Children under the age of 7 years are not permitted to enter the spa, unless accompanied by an adult exercising effective control.
- (h) The "lap lanes" are solely for this purpose unless not in use. Children are not to use these lanes.
- (i) Persons using the pool area shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to cause danger to themselves or other persons or to interfere with the use of the pool area by other persons. Diving into the swimming pool or spa is not permitted.
- (j) Owners and occupiers shall ensure that his/her invitees and guests do not enter the pool area or use the facilities unless he/she or another owner or occupier accompanies them.
- (k) Parties or groups of persons who are not owners or occupiers are not permitted into the pool area without prior written approval of the Owners Corporation.
- (l) The access and exit doors of the pool area must not be constrained from fully closing by any means or for any purpose at any time.
- (m) The pool area shall not be entered or used between the hours of 10pm and 6am. Between these hours no one is permitted to enter or remain inside the pool area unless specifically authorised by the Owners Corporation. These hours may be varied at the discretion of the Owners Corporation from time to time.
- (n) Whilst the Owners Corporation takes all reasonable steps to ensure the security and safety of the pool area, and to ensure acceptable water quality standards, all persons entering the pool area and who use the facilities therein do so entirely at their own risk.
- (o) Use of the saunas:-
 - I. Persons with a medical complaint, females who are pregnant and persons of advanced age should obtain medical advice before using the sauna.
 - II. No person under the age of 18 years is allowed to enter or use the sauna unless accompanied by an adult who is exercising effective control.
 - III. Persons must shower before entering the sauna.
 - IV. All displayed and/or notified operating instructions must be followed, and no oils or fragrances or pool or spa water may be used in the sauna or on the sauna rocks or on the heating elements.

BY-LAW 25 - LIABILITY

The owner of a lot which is subject of a lease, sub-lease or licence agreement shall:-

- (a) Ensure that the lease, sub-lease or licence agreement recognises that any breach of the *Strata Schemes Management Act 2015* and/or by-laws and/or local rules constitutes a breach of the lease, sub-lease or licence agreement;

- (b) Take all reasonable steps, including any action available to him/her under any such agreement, to ensure that any lessee, sub-lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the *Strata Schemes Management Act 2015* and/or by laws and/or local rules; and
- (c) The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such proprietor or the occupiers of the lot or their respective tenants or invitees.

BY-LAW 26 – Reporting faults in the Common Property

An owner or occupier of a lot shall as soon as practicable after becoming aware of any fault in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Strata Managing Agent preferably in writing of the Owners Corporation, or in the absence of both of them, to the Secretary the Owners Corporation.

BY-LAW 27 – Owners and Residents Complying with By-Laws

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions, including but without limiting, the generality of the foregoing, a condition evidenced by a minute of resolution that the owner or occupier for the time being of the lot to which the consent or approval relates, shall be responsible for compliance with the terms of such consent or approval.

BY-LAW 28 – Complaints and Applications to the Owners Corporation to be in writing

All complaints or applications to the Owners Corporation or its Strata Committee shall be addressed in writing to the secretary or the Strata Managing agent of the Owners Corporation.

BY-LAW 29 – Address for the Service of Notices

An owner whose address for service of notices as recorded on the Strata Roll is a lot within the Strata Scheme, may be served with any notice given under the *Strata Schemes Management Act 2015* may be an Australian postal address, or an email address but not a facsimile number.

BY-LAW 30 – Tennis Court

- (a) The tennis court shall not be entered or used between the hours of 10 pm and 6 am. Between these hours no one is permitted to enter or remain inside the tennis court unless specifically authorised by the Owners Corporation. These hours may be varied at the discretion of the Owners Corporation from time to time.
- (b) The tennis court may be booked in advance via the tennis court booking sheet located on the notice board in the pool area.
- (c) Use of the tennis court by the owner or occupier of any one town house is restricted to one hour in any one day, unless used for a period not required by the owner or occupier of another town house.
- (d) One player of a party of players must be an owner or occupier.

BY-LAW 31 – Vehicles and drivers permitted to enter the property

Only vehicles (including, but not restricted to, motor vehicles, trailers, push bikes, etc.) with current compliance with the appropriate NSW Roads and Maritime Services Regulations in terms of type, condition, roadworthiness, registration, insurance, etc. for use on public roads may enter the property. Such vehicles may only be driven/towed on common property driveways (not on footpaths leading to and within the common property central courtyard and garden area) and at a safe speed at all times but observing the maximum speed limit of 6 km/h and a "keep to the left" protocol. Such

vehicles may only be driven/ridden/towed by those who hold a current appropriate drivers/riders licence as required by the NSW Roads and Maritime Services to drive/ride such vehicles on public roads. "Learner permit" drivers are not permitted to drive/ride within the property unless accompanied by an adult licensed driver.

BY-LAW 32 - Rollerblading, bike or scooter riding, skateboarding

Or similar is not permitted on common property.

BY-LAW 33 – Awning

Only with prior written approval of the Owners Corporation and on the following conditions and stipulations, an owner of a lot may install and may maintain a awning upon the outside face of the pergola of his lot:-

- (i) The awning must be of such colour and design as are determined by the Owners Corporation from time to time.
- (ii) The owner must provide the Owners Corporation with a copy of any requisite approval of the local Council to the installation of the awning, including all conditions of consent, drawings and specifications.
- (iii) In installing the awning, the owner must ensure compliance with: -
 - (a) Any conditions of the local Council;
 - (b) The manufacturer's specifications;
 - (c) A proper and skilful standard of work, using premium-quality materials; and
 - (d) All conditions of the written approval of the Owners Corporation.
- (iv) The owner must maintain the awning and any operating equipment in a state of good and serviceable repair and in clean, tidy and well-ordered condition, and must renew or replace them whenever necessary.
- (v) The owner must retract the awning in times of wind or bad weather if required by the Owners Corporation.

This by-law has effect notwithstanding By-Law 5 and 17 (if otherwise applicable).

BY- LAW 34 – Lot Owners seeking to use Pay TV Services

In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the *Strata Schemes Management Act 2015*, and the by-laws, the Owners Corporation shall have the power to allow an owner of a lot in the Strata Scheme to enter into a contract with a company or companies for the supply and distribution of television and associated services.

It shall further have the power to approve the installation of associated equipment on any lot or common property within the Strata Scheme on receipt of an application in writing from an owner to install such equipment. No such equipment may be installed without the written approval of the Owners Corporation.

All associated costs of installation and maintenance shall be the sole responsibility of the owner from time to time of the lot who has made such application.

Special By-Law No. 1 - Renovations

1.1 INTRODUCTION

- 1.1 The Strata Legislation in effect from 30 November 2016 separates renovations into three distinct categories, namely, cosmetic work, minor renovations and major renovations.
- 1.2 Cosmetic Work no longer requires the approval of the Owners Corporation.
- 1.3 Minor Renovations require approval by an ordinary resolution of a general meeting of the Owners Corporation.
- 1.4 A Special resolution of a general meeting of the Owners Corporation is required for more significant works such as structural changes, changes to the external appearance of a lot, reconfiguring walls, work that detrimentally affects the safety of a lot or the Common Property including the fire safety systems, and work involving waterproofing or the plumbing or exhaust system of a building. These types of works are deemed major renovations.
- 1.5 This by-law sets out the rules an Owner must follow if the Owner intends to undertake Renovations which affect the Common Property.
- 1.6 Any Renovation which has not been approved in accordance with the approval process set out in this by-law is prohibited.
- 1.7 Any Renovation must be carried out in accordance with the conditions contained in this by-law or any conditions attached to the approval given pursuant to this by-law.
- 1.8 The keeping of any Renovation on the Common Property is subject to the conditions set out in this by-law.
- 1.9 If an Owner does not comply with this by-law the Owners Corporation may take action against the Owner. This may result in the Owner's Renovation being removed and the Common Property restored to its previous condition at the Owner's cost.
- 1.10 By following the rules contained in this by-law the Owner will ensure that any proposal for Renovations is considered by the Owners Corporation in a timely manner and the Owner will maximise the chances of the Renovation proceeding smoothly.

2.0 DEFINITIONS & INTERPRETATION

2.1 In this by-law:

"Application Proforma" means the document attached to this by-law to assist Lot owners making a submission to the Owners Corporation for approval of a proposed Renovation

"Building" means the building in respect of which a Renovation is carried out.

"Common Property" means the common property for the Strata Scheme as shown on the registered Strata Plan, together with internal walls which are load bearing (but excluding doors and door furniture, skirting boards and architraves, affixed tiles, wiring and cabling and other utility services and associated fittings servicing the lot, in or on those internal walls).

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"Cosmetic Work" includes but is not limited to work for the following purposes:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things,
- (b) painting,
- (c) filling minor holes and cracks in internal walls,
- (d) laying carpet,
- (e) installing or replacing built-in wardrobes,
- (f) installing or replacing internal blinds and curtains.

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

"Lot" means a lot within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 2015* and the associated *Strata Schemes Management Regulation 2016*

"Minor Renovations" include but are not limited to work for the purposes of the following:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors,
- (d) installing or replacing wiring or cabling or power or access points,
- (e) work involving reconfiguring walls that are not load bearing,
- (f) installing a clothesline,
- (g) installing or replacing a reverse cycle split system or ducted air conditioner,
- (h) altering glazing in windows and doors in Common Property (e.g. external walls), such as double glazing or additional ventilation openings,
- (i) installing ceiling insulation,
- (j) installing a sky light
- (k) penetrations through fire rated ceilings
- (l) installing blinds and awnings
- (m) installing whirly birds
- (n) installing aerials
- (o) any other renovation by the owner/s and penetrating the Common Property, but excluding any renovations that are carried out exclusively within a lot without penetrating or altering the Common Property.

Note.

The work above is subject to the requirements set out in section 110 (7) of the Management Act, including requirements that it does not involve structural changes, changes to the external appearance of a lot or waterproofing.

"Occupier" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"Owner" means an owner of any one of the lots and that owner's successors in title.

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

"Renovation" means any work affecting the Common Property including Minor Renovations but not including Cosmetic Work.

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

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

"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.

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.

2.3 The Owners Corporation may waive the requirement for the Owner to comply with any condition of this by-law.

2.4 Where the words "where required" are used in any clause of this by-law, this means that the Owners Corporation may request compliance with the condition set out in that clause in appropriate circumstances.

2.5 Where the words "where necessary" are used in any clause of this by-law, this means that the Owner must comply with the condition set out in that clause where the subject matter of that clause is required by any law in relation to the Renovation.

3.0 APPROVAL OF RENOVATIONS

3.1 Renovations Require Approval

An Owner must not undertake any Renovation to their Lot or permit anyone else to undertake any Renovation to their Lot, without the prior written approval of the Owners Corporation given pursuant to this by-law.

3.2 The Approval Process

- 3.2.1** Prior to undertaking any Renovation the Owner must make an application to, and obtain the approval of the Owners Corporation in order to seek its approval to do so.
- 3.2.2** The application must be in writing and sent to the secretary of the Owners Corporation or if there is no secretary of the Owners Corporation to the Strata Managing Agent, and it must contain:
- (a) The Owner's name, address and telephone number,
 - (b) The Owner's Lot and Lot number,
 - (c) A description of the Renovation,
 - (d) Detailed drawings, plans and specifications for the Renovation including elevations (where required),
 - (e) Details of the proposed method for the Renovation,
 - (f) A complete copy of the approval of the Local Council for the Renovation (where necessary),
 - (g) The make, model, size and proposed location of any equipment comprising or forming part of the Renovation,
 - (h) A certificate or report from a qualified engineer addressed to the Owners Corporation certifying that the Renovations, when done by the proposed method, will not affect the structural integrity of any part of the Building or the Common Property (where required),
 - (i) Details of the contractor who will carry out the Renovation work including the full business name and telephone number of the contractor,
 - (j) A copy of a certificate demonstrating that the contractor who will carry out the work holds a current:
 - (i) licence (where necessary),
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$20,000,000.00 and note the interests of the Owners Corporation,
 - (iii) workers compensation insurance policy, or a personal accident insurance policy (as appropriate), and
 - (iv) home warranty insurance policy under the Home Building Act 1989 covering the work (where necessary).
 - (k) Any other information which the Owners Corporation may reasonably require.
 - (l) The Application Proforma attached to this by-law may be utilised to cover some of the requirements for a submission to the Owners Corporation for approval of a proposed Renovation.
- 3.2.3** The Owners Corporation may:
- (a) approve the Owner's application either with or without conditions, or

- (b) refuse to approve the Owner's application (but it must not act unreasonably when doing so and It must give reasons for doing so).

3.2.4 The Owner must comply with any conditions which the Owners Corporation Issues as part of its approval.

3.2.5 The Owner must comply with the conditions set out in the following clauses of this by-law (unless the requirement for compliance is waived by the Owners Corporation).

4.0 CONDITIONS FOR RENOVATIONS

4.1 Before the Renovation

4.1.1 Before commencing work, the Owner must:

- (a) give the Owners Corporation at least 14 days' notice of the commencement of the Renovations,
- (b) obtain and give the Owners Corporation a copy of any certificates issued under the Environmental Planning and Assessment Act 1979 which are required to permit the Renovation to commence, such as, a construction certificate, and
- (c) where required, pay a bond to the Owners Corporation in an amount reasonably determined by the Owners Corporation and notified to the Owner (which amount may not exceed \$10,000.00) to be held by the Owners Corporation in accordance with the conditions of this by-law. The bond shall be paid to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation.

4.1.2 If the Owner has not complied with any of the conditions set out in clause 4.1.1 the Owner must not commence the Renovations and if the Owner has already begun the Renovations, the Owner must immediately stop.

4.2 During Renovation

During the Renovation the Owner must:

- (a) **Standard of Workmanship**
ensure the Renovation is 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.
- (b) **Time for Completion of Renovation**
make sure the Renovation is carried out with due diligence and is completed within the time frame specified in the approval,
- (c) **Appearance of Renovation**
ensure the Renovation is carried out and completed in a manner which is in keeping with the rest of the Building.
- (d) **Quality of Renovation**
make certain the Renovation is in accordance with approved specifications,

- (e) **Variation to Renovation**
 not vary the scope of the Renovation without obtaining the prior written approval of the Owners Corporation,
- (f) **Supervision of the Renovation**
 ensure that the Renovation is adequately supervised by the Owner or an agent of the Owner and that the Common Property is inspected on a periodic basis to ensure that the conditions of this by-law are complied with,
- (g) **Noise During Renovation**
 ensure the Renovation and the Owner's tradespersons do not create any excessive noise in the Owner's Lot or on the Common Property that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,
- (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,
- (i) **Debris**
 ensure that any debris is removed from the Common Property daily and 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 on Common Property or on the Council's property,
- (k) **Protection of the Common Property**
 - (i) protect all areas of the Common Property outside the Owner's Lot which are affected by the installation from damage, the entry of water or rain and from dirt, dust and debris relating to the Renovation and ensure that all Common Property, especially the walls, floors and carpets, is protected by covers and mats when transporting furniture, construction materials, equipment and debris through the Common Property,
 - (ii) keep all areas of the Common Property affected by the Renovations structurally sound during the Renovation,
 - (iii) make sure that any holes or penetrations made during the Renovations are adequately sealed and waterproofed,
- (l) **Daily Cleaning**
 clean any part of the Common Property affected by the Renovations on a daily basis and keep the Common Property clean, neat and tidy,
- (m) **Working Hours**
 ensure that the work is only carried out between the hours of 8.00am – 4.30pm on Monday – Friday and is not performed on weekends or public holidays,

(ii) 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 and that 24 hours' notice is given to the Occupiers of the other Lots directly adjacent to the Owner's Lot, before the use of any such tools and equipment,

(o) Interruption to Services

give the Occupiers of the other Lots at least 48 hours prior notice of any planned interruption to the services such as water, electricity, gas, television or telecommunications,

(p) 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,

(q) Costs of Renovations

pay all costs associated with the Renovation,

(r) Right of Access

give the Owners Corporation's nominated representative or representatives access to inspect the Renovation within 48 hours of any request from the Owners Corporation.

4.3 After Installation

After completion of the Renovation, the Owner must:

- (a)** promptly notify the Owners Corporation that the work is complete,
- (b)** obtain and give the Owners Corporation a copy of all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the Renovation and the occupation of the Owner's Lot (where necessary or required), for example, any necessary compliance certificate or occupation certificate,
- (c)** restore all Common Property damaged or affected by the Renovations as nearly as possible to the state which it was in immediately prior to commencement of the Renovation,
- (d)** provide the Owners Corporation's nominated representative or representatives access to inspect the Renovation 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 Renovation will expire once it is reasonably satisfied that the conditions of this by-law have been complied with), and
- (e)** give the Owners Corporation a certificate or report from a duly qualified engineer addressed to the Owners Corporation certifying that the Renovation has been completed in a manner that will not affect the structural integrity of the Building or any part of the Common Property (where required)

5.0 ENDURING OBLIGATIONS

5.1 The Owner must:

- (a) properly maintain the Renovation and keep it in a reasonable state of good and serviceable repair and when necessary repair, renew or replace any part,
- (b) ensure that any equipment forming part of the Renovation (for example, an air-conditioner) does not create any noise that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,
- (c) ensure that any equipment forming part of the Renovation has appropriate fittings to make certain that any condensation from the equipment does not drip onto any other part of the Building (for example, a drip tray for an air-conditioner),
- (d) make good any damage to another Lot or the Common Property caused by the Renovation or its installation no matter when such damage may become evident,
- (e) notify the Owners Corporation that any damage to another Lot or the Common Property caused by the Renovation has been repaired, and
- (f) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Renovations (for example, the conditions of any Local Council approval for the Renovation).

5.2 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 Renovation.

5.3 Access

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

5.4 Bond

5.4.1 The Owners Corporation shall be entitled to apply any bond paid by the Owner 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 the Common Property or any other Lot as a result of the Renovation, or
- (b) cleaning any part of the Common Property as a result of the Renovation.

5.4.2 The Owners Corporation must immediately refund the bond, or the remaining balance of it to the Owner, once the Owner notifies the Owners Corporation that the Renovation is complete and the Owners Corporation is reasonably satisfied that the Owner has complied with the conditions of this by-law.

6.0 BREACH OF THIS BY-LAW

6.1 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:

- (a) rectify any such breach,

- (b) enter on any part of the Owner's Lot or the Common Property, by its agents, employees or contractors, in accordance with the Management Act for the purpose of rectifying any such breach, and
 - (c) 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, should such costs not be recoverable from the bond paid.
- 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.
- 7.0 ADDITIONAL RESOLUTION AND BY-LAW**
- 7.1 Nothing in this by-law derogates from or alters any requirement for the Renovation to be authorised by a further special resolution of the Owners Corporation and by-law pursuant to section 108 of the Management Act.
- 7.2 The Owner will meet the expenses of the Owners Corporation in relation to the calling of a meeting and the registration of a by-law required to authorise the Renovation.
- 7.3 The Owners Corporation may require the Owner to pay the expenses in relation to the calling of a meeting and the registration of a by-law required to authorise the Renovation before calling any extraordinary general meeting to consider a resolution or before executing any change of by-law.
- 8.0 REGISTER OF ALTERATIONS**
- 8.1 The Owners Corporation will maintain a register, recording for each Lot, details of the approval by the Owners Corporation of any Renovation, including any conditions associated with the approval, and any further amendments or modifications authorised by the Owners Corporation.
- 8.2 The register will be available for inspection by Lot Owners, and any authorised persons, such as legal representatives, or seller's or purchaser's agents.
- 9.0 PRE-EXISTING RENOVATIONS**
- 9.1 This by-law acknowledges that a Lot Owner may have no knowledge of any Renovations to the Lot prior to the new ownership being registered.
- 9.2 Any Renovations installed prior to the registration of this by-law without the written approval of the Owners Corporation, except for Cosmetic Work, are liable to be removed by the Owners Corporation.
- 9.3 If an Owner wishes to apply for permission to maintain on the Common Property any Renovation installed prior to the registration of this by-law, except for Cosmetic Work, the Owner must make an application to the Owners Corporation in order to seek its approval to do so.
- 9.4 The application must be in writing and sent to the secretary of the Owners Corporation or, if there is no secretary, to the Strata Managing Agent, and it must comply with clauses 3.2.2(a), (b), (c), (d), (e), (f), (g), (j)(iv), (k), 4.3(b) and (e).

- 9.5** The Owner must ensure that in respect of any pre-existing renovation that is the subject of an application under this Part the Owner complies with clause 4.3(c) and clause 4.3(d) before any approval is given by the Owners Corporation.
- 9.6** If approval is given by the Owners Corporation the Owner will be bound by clauses 5.1, 5.2, 6.1 and 6.2 as well as Part 7 of this by-law and the Owners Corporation will be bound by clause 5.3 and Part 8 of this by-law.

Application to the Owners Corporation of SP 35923 to Renovate a Lot

PART 1 - APPLICATION AND SITE DETAILS

First Name: _____ Last Name: _____

or Company: _____ (ACN): _____

Contact Person (if Company): _____

Phone: (h) _____ Phone: (w) _____ Phone: (m) _____

Postal Address: _____ Post Code: _____

Lot Number: _____ in Strata Plan 359232 (Blair Athol)

Owners Consent: Every Registered Owner of the Lot must sign this form. If an Owner is a Company, this form must be signed by 2 Directors or a Director and the Company Secretary.

Name of Owner and / or authorised person: _____

Position Title (if Company): _____

Phone: (h) _____ Phone: (w) _____ Phone: (m) _____

As Owner(s) of the property to which the Application relates, I/we consent to this Application. I/we also consent to authorised representatives of the Owners Corporation to enter the Lot at a mutually agreed date and time to carry out any necessary inspections relating to this Application as required.

SIGNATURE OF APPLICANT(S)

Please print name clearly

Please print name clearly

Without the Owner's consent, the Owners Corporation will not accept the Application. If you are signing on behalf of an Owner as the legal representative, you must state the nature of the legal authority and attach documentary evidence (e.g. Power of Attorney, executor, trustee, Company Director)

PART 2 – PROPOSED RENOVATIONS

Description of Renovations: In accordance with the requirements of Special By-Law 1 "Renovations", describe briefly in words all proposed renovations to the Lot listing and referring to all areas in the proposal where the Common Property of the Scheme would be penetrated, altered, or damaged.

Attach further details as necessary including supporting documentation such as plans or drawings, samples or brochures as well as all related specifications such as noise levels or sound proofing qualities.

Please Note: If any proposed renovations involves any "wet areas" such as kitchen, bathroom, laundry or toilets in such a manner as to damage any existing waterproofing membrane therein contained, this important membrane will have to be replaced or installed if not originally present at the cost of the Lot Owner with a water proofing certificate being provided by a suitably qualified contractor to become part of the files and records of the Scheme.

Mark the following as appropriate

1. ☐ Alteration ☐ Renovation ☐ Erection of Structure ☐ Demolition of internal wall
2. Modification or alteration to any of the following services: ☐ Plumbing ☐ Electricity ☐ Gas
☐ Fire Protection Systems.
3. Location of modifications: ☐ Bathroom ☐ Kitchen ☐ Balcony ☐ Garage ☐ Other.

Examples of Minor Renovations, which will require approval by an ordinary resolution of the Owners Corporation, include but are not limited to work for the purposes of the following:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors,
- (d) installing or replacing wiring or cabling or power or access points,
- (e) reconfiguring walls that are not load bearing,
- (f) installing a clothesline,
- (g) installing or replacing a reverse cycle split system or ducted air conditioner,
- (h) altering glazing in windows and doors in common property (e.g. external walls), such as double glazing or additional ventilation openings,
- (i) installing ceiling insulation,
- (j) installing a sky light,
- (k) penetrations through fire rated ceilings,
- (l) installing blinds and awnings,
- (m) installing whirly birds,
- (n) installing aerials,

but excluding any renovations that are carried out exclusively within a Lot without penetrating or altering the Common Property.

The work above is subject to the requirements set out in section 110 (7) of the Act, including requirements that it does not involve structural changes, changes to the external appearance of a lot, impact on the fire protection system, or waterproofing. Any alterations involving structural changes, changes to the external appearance of a lot, waterproofing or impact on the fire protection system will require approval by a special resolution of the Owners Corporation and the registration of a special by-law covering ongoing care and maintenance obligations of the Lot owner.

Estimated Cost of the Works: \$_____

Name of Contractor: _____

Contact details for the Contractor: _____

Work experience of Contractor: _____

Contractor's Licence details for the class of work (provide photocopy): _____

Contractor's current Public Liability Insurance details (Minimum \$20 million – provide certificate of currency from insurer)

Contractor's scope of work for any waterproofing including specification of materials to be used (if waterproofing required) to be attached, and certification to be provided by suitably qualified contractor on completed waterproofing work: _____

All applications that propose to modify or remove any structural member or component located within the Common Property of the building will require a certificate from a Registered Professional Engineer who will supervise all contractors involved and certify that the works will be safe, in accordance with the BCA and not detrimentally affect the structure of the building. PLEASE INCLUDE EVIDENCE OF ENGINEER'S PROFESSIONAL REGISTRATION AND PROFESSIONAL INDEMNITY INSURANCE POLICY WITH YOUR APPLICATION.

A lot inspection may be necessary prior to the assessment of any application. The Secretary of the Owners Corporation will contact you if this is deemed necessary by the Owners Corporation or its nominated representative.

PART 3 – DECLARATION

1. I/we apply for approval to carry out the renovation works described in this Application.
2. I/we declare that all of the information in the Application is, to the best of my/our knowledge, true and accurate.
3. I/we understand that the submission of this Application does not place any obligation on the Owners Corporation to approve it at all, either in full or as a compromise in part.
4. I/we understand that all renovations, modifications, alterations, changes, upgrades or works whatsoever can only be done in accordance with this Application, Special By-Law No 1, and the written approval of the Owners Corporation.
5. I/we understand that the Owners Corporation or its nominated representative may seek to inspect the works from time to time including upon the completion of the works and that I/we will agree to provide access for such an inspection upon the receipt of a written request and the confirmation of an agreed appointed date and time.
6. I/we also understand that if the information is incorrect the Application may be returned, delayed, rejected or more information requested.
7. I/we acknowledge that if the information provided is misleading, any approval previously granted may be considered null and void

SIGNATURE OF APPLICANT(S)

Please print name clearly

Please print name clearly

PART 4 – INDEMNITY

The Applicant(s) and their successors in title hereby indemnify and keep indemnified the Owners Corporation against;

- ☐ any damage to the scheme's Common Property, or the lot of another owner, resulting from the works outlined in this application;
- ☐ all costs of the repair to the Common Property that was caused as a result of these works is the responsibility of the applicant to pay for completely at his or her expense within 7 days of the issue of an invoice.
- ☐ 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 alterations or use of any Common Property area arising from these Renovations.
- ☐ all fees and expenses incurred in enforcing the conditions of approval and the drafting and registration of any associated By-Laws; and
- ☐ the costs of any defects survey and the engagement of any suitably qualified contractor, which may be subsequently required to examine the common property and any neighbouring lots within the Scheme.

SIGNATURE OF APPLICANT(S) Date:____/____/____

Please print name clearly

Please print name clearly

Special By-Law No. 2 - Parking on Common Property

1. Introduction

- (a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.
- (b) You must comply with this by-law.
- (c) If you do not comply with this by-law the Owners Corporation may take action against you including issuing notices and recovering the costs of doing so as a liquidated damage.

2. Definitions & Interpretation

In this by-law:

"Common Property" means the common property for the Strata Scheme. **"Development Act"** means the *Strata Schemes Development Act 2015*. **"Strata Committee"** means the strata committee of the Owners Corporation.

"Fee" means the amount fixed by the Strata Committee from time to time being a genuine pre-estimate of the cost to the Owners Corporation of issuing the Notification or the Information Notice, being \$165.00 including GST as at the date of this by-law.

"Information Notice" means a notice to an Owner or Occupier requiring that the Vehicle Information be provided within a further 14 days.

"Lot" means a Lot within the Strata Scheme.

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

"Notification" means:

- (a) an adhesive or other sticker or written notification to be placed on a Vehicle; or
- (b) a letter addressed to the Owner or Occupier of a Lot, in a form approved from time to time by the Strata Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.

"Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

"Offending Vehicle" means a Vehicle parked contrary to this by-law.

"Owner" means the Owner of a Lot.

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

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

"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.

"Vehicle Information" means the number plate (if applicable), make and model of each Vehicle used by any Owners and Occupiers at the relevant Lot.

"Vehicle" means any form of motorised or non-motorised conveyance including cars, trucks, boats or bikes and any trailer or other device designed to be transported by, or used in conjunction with, any type of motorised or non-motorised conveyance.

"Visitor Car Parking Space" means any car parking space within the Strata Scheme which is not part of a Lot or which is not the subject of a right of exclusive use.

In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) 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,
- (c) words importing the singular number include the plural and vice versa,
- (d) words importing the masculine, feminine or neuter gender include both of the other two genders,
- (e) 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,
- (f) 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,
- (g) 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
- (h) 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. No Parking on Common Property by Owners and Occupiers Without Approval

No Owner or Occupier is permitted to park a Vehicle in a Visitor Car Parking Space or on Common Property.

4. No Parking on Common Property by Owners and Occupiers Without Approval

An Owner must:

- (a) not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property, unless the prior written approval of the Owners Corporation has been given to such action.

5. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An Owner or Occupier of a lot must:

- (a) not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property, except in a Visitor Car Parking Space.

6. No Parking on Common Property by Outsiders

An Owner or Occupier of a lot must not allow any person who is not visiting the parcel to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space.

7. Car Register

- (a) Every Owner or Occupier at the strata scheme must provide the Vehicle Information to the Owners Corporation, within 28 days of the date of registration of this by-law.
- (b) If any Owner or Occupier has not supplied the Vehicle Information within 28 days of the date of registration of this by-law, then the Owners Corporation may send an Information Notice to that Owner or Occupier.
- (c) The Owners Corporation may recover the Fee as a debt due to the Owners Corporation.
- (d) If any Owner or Occupier does not supply the Vehicle Information within that further period of 14 days, then the Owners Corporation may take action and recover costs in accordance with clause 8 of this by-law.

8. Consequences of a Breach

- (a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-6 this by-law, the Owners Corporation may:
 - (i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, which Notification may be in the form annexed to this by-law;
 - (ii) issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
 - (iii) recover the following amounts as a debt to the Owners Corporation:
 - (A) the fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, and
 - (B) the expenses incurred by the Owners Corporation pursuant to clause 12.
- (b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.

- (c) The following persons, being Owners or Occupiers in the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause B(a)(iii) and, if more than one person, they will be jointly and severally liable:
- (i) the person who parked the Offending Vehicle;
 - (ii) any person who owns or has a legal interest in the Offending Vehicle;
 - (iii) the person entitled to control the use of the Offending Vehicle; and
 - (iv) the Owner of any Lot tenanted or occupied by a person referred to in sub-clause B(c)(i)-(iii).

9. Invoicing

- (a) The Owners Corporation may issue an invoice to any person referred to in clause B(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.
- (b) Notwithstanding subparagraph 5.1, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

10. Interest

Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

11. Recovery

The Owners Corporation may recover as a debt any amount which becomes due and payable pursuant to this by-law as well as interest and the expenses of the Owners Corporation incurred in recovering those amounts.

12. Recovery of Expenses

The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:

- (a) all amounts payable by the Owners Corporation to the Strata Managing Agent;
- (b) the cost of issuing an invoice for the debt; and
- (c) all legal costs incurred in connection with the recovery of the debt.
- (d) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (e) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

- (f) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (g) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

NOTIFICATION OF BREACH

Your vehicle is parked in breach of **Special By-law No. 2 -Parking on Common Property**, which provides that no Owner or Occupier is permitted to park a vehicle in a visitor parking space or on commonproperty.

YOU MUST REMOVE THIS VEHICLE IMMEDIATELY

THE ISSUE OF THIS NOTICE ENTITLES THE OWNERS CORPORATION
TO CHARGE YOU \$165.00.

Special By-law No. 2 - Parking on Common Property entitles the Owners Corporation to recover that amount from Owners or Occupiers who park, own, have an interest in or control the use of a vehicle parked in breach of the by-law or the Owner of a lot tenanted or occupied by such a person.

The Owners Corporation can recover that amount in Court as well its costs and interest.

An invoice will be forwarded for the amount now due in relation to this notice. The issue of further notices will result in the issue of further invoices. Non-payment will result in recovery proceedings being commenced.

Special By-Law No. 3 – COMMON PROPERTY MEMORANDUM

Owners corporation responsibilities for maintenance, repair or replacement

- | | |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Balcony and courtyards | <ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property |
| 2. Ceiling/Roof | <ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes |
| 3. Electrical | <ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property |
| 4. Entrance door | <ul style="list-style-type: none"> (k) lifts and lift operating systems (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan |

- | | |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. Floor | <ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan |
| 6. General | <ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment |
| 7. Parking / Garage | <ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan |
| 8. Plumbing | <ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground |

- 9. Windows**
- (a) windows in common property walls, including window furniture, sash cord and window seal
 - (b) insect-screens, other than those installed by an owner after the registration of the strata plan
 - (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

- 1. Balcony and courtyards**
 - (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
 - (b) that part of a tree within the cubic space of a lot
- 2. Ceiling/Roof**
 - (a) false ceilings inside the lot installed by an owner after the registration of the strata plan
- 3. Electrical**
 - (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot
 - (b) fuses and fuse boards within the lot and serving only that lot
 - (c) in-sink food waste disposal systems and water filtration systems
 - (d) electrical wiring in non-common property walls within a lot and serving only that lot
 - (e) light fittings, light switches and power point sockets within the lot serving only that lot
 - (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot
 - (g) telephone, television, internet and cable service and connection sockets
 - (h) intercom handsets serving one lot and associated wiring located within non-common walls
- 4. Entrance door**
 - (a) door locks additional to the original lock (or subsequent replacement of the original lock)
 - (b) keys, security cards and access passes
- 5. Floor**
 - (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
 - (b) lacquer and staining on surface of floorboards or parquet flooring
 - (c) internal carpeting and floor coverings, unfixed floating floors
 - (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
- 6. General**
 - (a) internal (non-common property) walls
 - (b) paintwork inside the lot (including ceiling and entrance door)
 - (c) built-in wardrobes, cupboards, shelving
 - (e) dishwasher
 - (f) stove
 - (g) washing machine and clothes dryer
 - (h) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)

- (i) internal doors (including door furniture)
 - (j) skirting boards and architraves on non-common property walls
 - (k) tiles and associated waterproofing affixed to non-common property walls
 - (l) letterbox within a lot
 - (m) pavers installed within the lot's boundaries
 - (d) ducting cover or structure covering a service that serves a single lot
- 7. Parking / Garage**
- (a) garage door remote controller
 - (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
 - (c) light fittings inside the lot where the light is used exclusively for the lot
 - (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies)
- 8. Plumbing**
- (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall
 - (b) pipes and 'S' bend beneath sink, laundry tub or hand basin
 - (c) sink, laundry tub and hand basin
 - (d) toilet bowl and cistern
 - (e) bath
 - (f) shower screen
 - (g) bathroom cabinet and mirror
 - (h) taps and any associated hardware
- 9. Windows**
- (a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)
 - (b) locks additional to the original (or any lock replaced by an owner)
 - (c) window lock keys

Special By-Law No. 4- Cost Recovery by Owners Corporation

1.0 INTRODUCTION

- 1.1** This by-law set outs general rules that Owners and Occupiers must follow and gives the Owners Corporation the right to recover expenses, interest and recovery costs from Owners and Occupiers if there is a breach of a by-law.

2.0 DEFINITIONS

In this by-law, unless the context or subject matter other 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 incurred by the Owners Corporation for cleaning or removing rubbish from common property arising out of or as a result of a breach of this by-law;
- 2.3** "demand" means a written demand from the Owners Corporation to an Owner or Occupier;
- 2.4** "expenses" means any cost or expense incurred by the Owners Corporation arising out of or as a result of a breach of this by-law by an Owner or Occupier including cleaning costs, remedy expenses and repair costs;
- 2.5** "interest" means interest payable on expenses in accordance with this by-law;
- 2.6** "invitee" includes a guest or contractor;
- 2.7** "lot" means a lot in the strata scheme;
- 2.8** "occupier" means a person in occupation of a lot and includes a tenant;
- 2.9** "owner" means an owner of a lot;
- 2.10** "recovery costs" means any cost or expense incurred by the Owners Corporation in recovering from an Owner or Occupier any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.11** "remedy expenses" means any cost or expense incurred by the Owners Corporation in remedying or attempting to remedy a breach by an Owner or Occupier of this by-law or any other by-laws including consultant's costs;
- 2.12** "repair costs" means any cost or expense the Owners Corporation incurs repairing damage to common property arising out of or as a result of a breach by an Owner or Occupier of this by-law or any other by-laws;
- 2.13** "Strata Legislation" means the *Strata Schemes Management Act 2015*;
- 2.14** "strata scheme" means the strata scheme to which this by-law applies;

3.0 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** words importing the singular number include the plural and vice versa;
- 3.3** 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;
- 3.4** 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 the Strata Legislation unless a contrary intention is expressed in this by-law;
- 3.5** 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; and
- 3.6** the terms of this by-law apply to the extent permitted by law.

4.0 GENERAL RULES

- 4.1** An Owner or Occupier must not breach any by-laws.
- 4.2** An Owner or Occupier must not damage common property without the approval in writing of the Owners Corporation (except where permitted by the Strata Legislation or a by-law).
- 4.3** An Owner or Occupier must not leave or dump rubbish on common property.
- 4.4** An Owner or Occupier must not dirty common property or create the conditions that may result in the common property being dirtied.
- 4.5** An Owner or Occupier must not do anything that causes an insurance premium payable by the Owners Corporation to increase.

5.0 GENERAL OBLIGATIONS

- 5.1** An Owner must take all reasonable steps to ensure that any Occupier of a Lot complies with this by-law.
- 5.2** An Owner must take all reasonable steps to ensure that Invitees comply with this by-law as if they were an Owner and were bound by this by-law.

6.0 PAYMENT OF EXPENSES

If an Owner breaches this by-law, the Owner is liable to pay or reimburse the Owners Corporation any expenses on demand.

7.0 INTEREST ON EXPENSES

If any expenses are not paid by an Owner at the end of one month after they become due and payable, the expenses, until paid, bear simple interest at the same annual rate as applies

to interest on overdue contributions levied by the Owners Corporation (currently an annual rate of 10 per cent).

8.0 PAYMENT OF RECOVERY COSTS

An Owner is liable to pay or reimburse the Owners Corporation for any recovery costs.

9.0 RECOVERY OF EXPENSES, INTEREST, RECOVERY COSTS

The Owners Corporation may recover from an Owner as a debt any:

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

for which the Owner is liable.

10.0 MODE OF RECOVERY OF EXPENSES, INTEREST, RECOVERY COSTS

The Owners Corporation may include reference to any expenses, interest or recovery costs for which an Owner is liable on:

- (a) the Owners Levy account with the Owners Corporation;
- (b) levy notices served on the Owner; and
- (c) certificates issued under section 184 of the Strata Legislation in respect of the Owner's Lot; for the purpose of recovering from the Owner as a debt any of those amounts.

11.0 APPROPRIATION OF PAYMENTS

The Owners Corporation may appropriate any payments made by an Owner to the Owners Corporation towards expenses, interest and recovery costs in any manner whatsoever the Owners Corporation deems fit.

12.0 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 the Owners Corporation, the person who becomes Owner is jointly and severally liable with the former Owner to pay those amounts to the Owners Corporation.

Special By-Law No. 5 – Window Safety Devices

1.0 INTRODUCTION

- 1.1** *The Strata Schemes Management Act 2015* No 50 section 118 “Window safety devices – child safety” requires that an Owners Corporation must ensure that there are complying window safety devices for all windows of each building of the strata scheme that are windows to which the section applies. The windows are those where the lowest level of the window opening is less than 1.7 metres above the surface of any internal floor that abuts the wall in which the window is installed, and where the internal floor is 2.0 metres or more above the ground surface, or any external surface below the window that abuts the wall.
- 1.2** The requirements for a complying window safety device are that it is capable of restricting the opening of a window so that a sphere having a diameter of 125 millimetres or more cannot pass through the window opening, is capable of resisting an outwards horizontal action of 250 newtons (25.5 kilogram-force) and has a child resistant release mechanism in the case of a device that can be removed or unlocked.
- 1.3** The required work of installation is to be arranged by, and as an expense of, the owners corporation. An owner of a lot may install complying window safety devices at the owner’s lot and must give written notice to the owners corporation within 7 days after completion of the installation.
- 1.4** Once the window safety devices are installed, the owner is granted exclusive use and enjoyment over the common property occupied by the window safety devices.

2.0 DEFINITIONS & INTERPRETATION

2.1 In this by-law:

- 2.1.1** “Act” means the *Strata Schemes Management Act 2015 (NSW)* as amended from time to time.
- 2.1.2** “Building” means the building and improvements on the land located at 28 Macpherson Street, Warriewood NSW 2102;
- 2.1.3** “Common Property” means the common property for the Strata Scheme;
- 2.1.4** “Costs” means all professional and trade costs/fees/disbursements;
- 2.1.5** “Direction” means a written direction from the Owners Corporation to the Owner relating to Remedial Works;
- 2.1.6** “Indemnity” means the Owner indemnifying the Owners Corporation in respect of the Remedial Works or anything arising from the Remedial Works, including, but not limited to the following:
 - 2.1.6.1** all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 2.1.6.2** any sum payable by way of increased premiums; and
 - 2.1.6.3** any costs or damages for which the Owners Corporation is or becomes liable;

- 2.1.7 **"Lot"** means a lot within the Strata Scheme.
 - 2.1.8 **"Occupier"** means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.
 - 2.1.9 **"Owner"** means an owner of any one of the lots and that owner's successors in title.
 - 2.1.10 **"Owners Corporation"** means the owners corporation known as The Owners – Strata Plan 71752 and where the context permits, includes its agents, contractors or employees;
 - 2.1.11 **"Penalty"** means the penalty or fine under section 118(1) of the Act;
 - 2.1.12 **"Remedial Works"** means any subsequent repair, maintenance, removal or replacement of the Window Safety Device and any other items installed as part of the Works, and/or Common Property affected by the Works;
 - 2.1.13 **"Residential Tenancy Agreement"** means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot meeting the conditions set out in By-Law 18 of By-Laws Nos. 1 to 18;
 - 2.1.14 **"Strata Plan"** means registered strata plan number 35923;
 - 2.1.15 **"Window"** means the following:
 - 2.1.15.1 a window accessible from inside a Lot or from the Common Property that can be opened; and
 - 2.1.15.2 the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
 - 2.1.15.3 that internal floor is 2m or more above the external surface of the ground below the window.
- [An illustration of this definition is on Fact Sheet "Window Safety Device Requirements" attached to this by-law and marked Annexure A]
- 2.1.16 **"Window Safety Device"** means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram-force):
 - 2.1.16.1 a child safety device that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm; and
 - 2.1.16.2 the device is robust and childproof; and
 - 2.1.16.3 excludes ordinary flyscreens.
 - 2.1.17 **"Works"** means the installation or affixing of a window Safety device on a Window in accordance with the Office of Fair Trading Window Safety Device Requirements fact sheet attached to this by-law and marked Annexure A'.
 - 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.
- 2.3 Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
- 2.4 If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
- 3.0 **WORKS**
- 3.1 The Owners Corporation is responsible for ensuring that the Works are, or have been, carried out, either by the Lot Owner or the Owners Corporation on behalf of a Lot Owner, and will pay the cost of carrying out of the Works.
- 3.2 An Owner of a Lot who installs a Window Safety Device must give written notice of the installation to the Owners Corporation within 7 days after the completion of the installation.
- 3.3 Provided the Owners Corporation has provided the owner or occupier of the lot at least 24 hours prior written notice of the date, time and duration that access is required, an Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works, or determining if the Works are required to be carried out at the Lot.
- 3.4 In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed day and time due to any action or inaction of the Owner or Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.
- 3.5 Upon completion of the Works at a Lot, the Owner or Occupier of that Lot must sign a written acknowledgment form provided by the Owners Corporation for the purpose of confirming that Works have been carried out at the Lot and that this By-Law provides for ongoing care and maintenance as a Lot Owner obligation. This acknowledgement will be made known to future Lot Owners to ensure awareness of the obligation.
- 3.6 Prior to providing the written acknowledgment form as referred to in clause 3.5 above, the Owners Corporation may request an Occupier to provide a copy of their Residential Tenancy Agreement and proof of Identity, such as a driver's licence or passport, as evidence that they are the tenant(s) identified in the Residential Tenancy Agreement.

4.0 REMEDIAL WORKS

- 4.1** The Owner shall have exclusive use of the Remedial Works to the extent that the Remedial Works form part of the common property.
- 4.2** The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
- 4.3** The Remedial Works must be carried out and completed:
- 4.3.1** In a proper workmanlike manner and by licensed and/or accredited contractors;
 - 4.3.2** with due skill and care using proper materials;
 - 4.2.3** in compliance with the Building Code of Australia, any other Australian Standards, as applicable;
 - 4.3.4** in keeping with the appearance of the Building in its style, colour, materials and overall design;
 - 4.3.5** in a way to not unreasonably interfere with the enjoyment of other Common Property areas or access to lots in the strata scheme by other persons by building materials, tools, machines, debris or motor vehicles;
 - 4.3.6** in a way which minimises the disturbance to other Owners or Occupiers including but not limited to vibration, noise, dust and dirt;
 - 4.3.7** in compliance with all local council consents and requirements (if any);
 - 4.3.8** ensuring that the security of the Building is maintained throughout the performance of the Remedial Works;
 - 4.3.9** promptly and completely removing all rubbish from the Building resulting from the Remedial works;
 - 4.3.10** keeping all areas of the Building as clean and tidy as possible;
 - 4.3.11** promptly repairing any damage to any part of the Building caused by the Remedial Works;
 - 4.3.12** In compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris; and
 - 4.3.13** In a way that will protect all areas of the Building outside the Lot from any damage caused by the Remedial Works, for example by the transportation of construction materials, equipment and debris.
- 4.3** The Owner is responsible for the Cost of Remedial Works.

5.0 DAMAGE AND DIRECTION

- 5.1** The Owner indemnifies the Owners Corporation against any damage caused to any other Lot of the Common Property arising as a result of:
- 5.1.1** The Owner carrying out the Works, and
 - 5.1.2** The Owner carrying out the Remedial Works.
- 5.2** 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:
- 5.2.1** rectify that breach,

- 5.2.2 enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and
 - 5.2.3 recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
- 5.3 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.
- 6.0 **GENERAL OBLIGATIONS**
- 6.1 Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
- 6.2 Owners and Occupiers will not claim upon the Owners Corporation's Insurance in respect of anything arising out of the Remedial Works.

ANNEXURE A

FACT SHEET

September 2015

Window safety device requirements

In strata schemes

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

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

Did you know? Similar laws in New York resulted in a 96 per cent decrease in hospitalisations due to falls from windows.

Are there any alternatives to locks?

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

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

Which windows does this apply to?

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

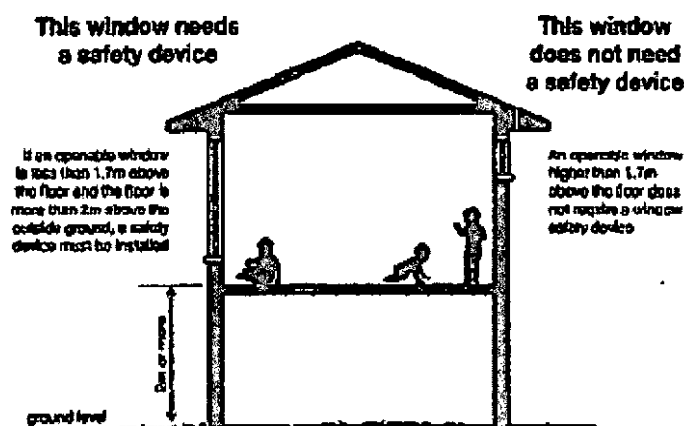
The details are explained in the Strata Schemes Management Regulation 2010.

When do the locks need to be installed?

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

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

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



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FACT SHEET

September 2015

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

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

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

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

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

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

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

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

Where can I get more information?

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

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

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

If you need more details about the laws, please refer to the Strata Schemes Management Act 1996 No 136 or call us on 13 32 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 464
Language assistance 13 14 50

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

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Special By-Law No. 6 – Air Conditioning

An owner for the time being ("the owner") of a lot;

- 1.0 must not install or keep an air-conditioning unit to serve his lot, or allow one to be installed or kept, without first obtaining the written consent of the Owners Corporation;
- 2.0 shall have a right of exclusive use of the air conditioning unit existing or replacing and servicing the lot ("the unit") including its ancillary condensers, ducting, wiring, controls, working parts and other fittings.

Stipulations and Conditions:

- 1.0 The unit must be either a "single split" or a "ducted" air-conditioning system design only. The proposed air-conditioning unit must not be a window or a roof mounted system.
- 2.0 The unit and its ancillary parts and fittings must be installed wholly within the lot and not on common property.
- 3.0 Before installing or modifying a unit, the owner must:-
 - (3.1) Provide the Owners Corporation with a copy of any requisite approval of the local Council, including all conditions of approval, drawings and specifications;
 - (3.2) Provide the Owners Corporation with a diagram of any altered or additional electrical circuitry certified as accurate and in compliance with all relevant standards by an electrician; and
 - (3.3) Obtain written approval of the Owners Corporation to the location, type and size of the proposed air-conditioner, which approval may not be withheld unreasonably.
- 4.0 In installing the unit, the owner must:-
 - (4.1) If applicable, comply with all conditions of approval of the local Council;
 - (4.2) Comply with the manufacturer's specifications;
 - (4.3) Carry out the installation in a proper and skillful manner;
 - (4.4) Comply with all installation and maintenance conditions and
 - (4.5) requirements as determined by the Owners Corporation in its written approval;
 - (4.6) Ensure that an "outside component" when installed on an upstairs balcony is of lesser height than the balcony rail, and that any associated pipes, wires, and cables that could be visible from outside the lot are covered in ducting of a colour as determined by the Owners Corporation; and
 - (4.7) Not drill holes in or through the upstairs floors of the lot (including outside balcony) without the specific approval of the Owners Corporation.
- 5.0 The owner or occupier must not use the unit if its use generates noise or vibration that

interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it, or of the common property by any person entitled to use it.

- 6.0 The owner must ensure that, subject to any statutory requirements or requirements of the local Council, condensation and run-off from the unit are drained through lines to existing drains or downpipes.
- 7.0 The owner may remove the unit, and after doing so must restore the common property to its original condition.
- 8.0 The owner at his own cost must maintain the unit in a state of good and serviceable repair and appearance, and must renew, replace or remove it whenever necessary at his own cost.
- 9.0 The owner at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair, renewal or removal of the unit.
- 10.0 The owner must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if the unit had not been installed.

This By-Law has effect notwithstanding By-Law 5 and By-Law 17 which are to be found in the suite of Standard By-Laws.

Special By-Law No. 7 – Bi-Fold Doors

On the conditions set out in this by-law, the owner for the time being of each lot ("the owner") shall have a special privilege in respect of the common property to install and to maintain bi-fold doors to access a courtyard serving the lot.

The installation of bi-fold doors is referred to in this by-law as "the works".

Conditions

The Works

1. Before commencing the works, the owner must provide the Owners Corporation with:
 - (1.1) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - (1.2) a copy of any requisite construction certificate for the works, under Part 4A of the *Environmental Planning & Assessment Act 1979*;
 - (1.3) a copy of the certificate of insurance relating to the works, if required under section 92 of the *Home Building Act 1989*;
 - (1.4) evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party; and
 - (1.5) a certification by a structural engineer in favor of the Owners Corporation (if requested by the Owners Corporation) that the works will not affect the structural integrity of the building or any part of it and that the existing floor, walls and ceiling are adequate to support the proposed works.
2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - (2.2) use best-quality and appropriate materials, in a proper and skillful manner;
 - (2.3) comply with all conditions and requirements of the local Council;
 - (2.4) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer's specifications;
 - (2.5) ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
 - (2.6) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;

- (2.7) comply with any reasonable requirement of the Owners Corporation concerning:
 - (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; or
 - (b) storage of materials and debris;
 - (2.8) carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
 - (2.9) ensure that major works are completed within 2 weeks of commencement and all remaining works are completed within 2 months of their commencement.
3. The Owner may not make any changes to the plans and specifications for the works as approved in this by-law without the prior written consent of the local Council (if required) and the Owners Corporation.

After the Works

4. Within one month after completion of the works, the owner must give the Owners Corporation:
- (4.1) a copy of any applicable compliance certificate for the works under Part 4A of the *Environmental Planning & Assessment Act 1979* ("compliance certificate"); and
 - (4.2) if changes to the plans and specifications have been made, as-built drawings.

Repair & Maintenance

5. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 106(3) of the *Strata Schemes Management Act 2015*, the Owners Corporation shall continue to be responsible for the proper maintenance of the common property and keeping the common property in a state of good and serviceable repair.
6. The owner must maintain the improvements installed in the course of the works (including fixtures and fittings and other working parts installed as part of the works) in a state of good and serviceable repair, and must renew or replace them whenever necessary.
7. The owner may remove the improvements installed in the course of the works and after doing so must restore the common property to its original condition.

Damage

8. The owner must repair promptly any damage caused or contributed to by:
- (8.1) the works; or

- (8.2) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works, including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Indemnity

9. The owner must indemnify the Owners Corporation against any liability or expense arising out of:
- (9.1) the works; or
- (9.2) use, maintenance, repair, renewal, replacement or removal of the Improvements installed in the course of the works, including any liability under section 123 of the *Strata Schemes Management Act 2015* for damage to the improvements installed in the course of the works.

For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

Insurance

10. The owner must apply the proceeds of a claim in respect of insurance referred to in condition (1.3) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
11. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in conditions (1.3) and (1.4).
12. The owner appoints the Owners Corporation its attorney for the purposes of conditions 10 and 11, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Notices

13. The owner at his own expense must comply with any notice or requirement, relating to the works or the improvements installed in the course of the works, of the local Council or other statutory authority, Tribunal or Court.

Costs

The owner must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this by-law, including (without limitation) consultant's fees.

Special By-Law No. 8 – Window Awnings

An owner of a lot must not install or keep an awning upon the outside face of the pergola of his lot otherwise than on the conditions set out in this by-law.

Conditions:

The awning must be cream in colour, similar to the aluminium frames of the windows and sliding doors to the lots.

Before starting the installation of an awning, the owner must:

- (i) obtain the written approval of the Owners Corporation (which may be conditional) of the design, specifications, materials, colour, location and manner of installation of the awning; and
- (ii) provide the Owners Corporation with a copy of any requisite approval of the local Council to the installation of the awning, including all conditions of consent, drawings and specifications.
- (iii) In installing the awning, the owner must ensure compliance with:
 - (a) any conditions of the local Council;
 - (b) the manufacturer's specifications;
 - (c) a proper and skillful standard of work, using premium quality materials; and
 - (d) all conditions of the written approval of the Owners Corporation.
- (iv) The owner must maintain the awning and any operating equipment in a state of good and serviceable repair and in clean, tidy and well-ordered condition, and must renew or replace them whenever necessary.
- (v) The owner must repair promptly any damage caused or contributed to by the installation, use, maintenance, repair, renewal or replacement of the awning including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.
- (vi) The owner must indemnify the Owners Corporation against any liability or expense arising out of the installation, use, maintenance, repair, renewal or replacement of the awning.
- (vii) The owner must retract the awning in times of wind or bad weather if required by the Owners Corporation.

This By-Law has effect notwithstanding By-Law 5 and By-Law 17 which are to be found in the suite of Standard By-Laws.

Special By-Law No. 9 – Works Exclusive Use (Lot 35)

1. Introduction

- 1.1** This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2** This by-law further grants to the 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:

"Balcony" means that part of the Lot described as a balcony on the Strata Plan.

"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*.

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

"Lot" means lot 35 within the Strata Scheme.

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

"Occupier" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"Owner" means the owner of a Lot and that owner's successors in title.

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

"Plan" means the plan annexed to this by-law.

"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 removal, moving of and alteration to the brushwood fence separating the Lot and lot 35 as follows:

- (a) remove the small (approx 1.5m wide) panel at the eastern end of the Lot's courtyard;
- (b) install a new panel approximately 1.5-2m to the east of the section removed under (a), so that the eastern fence is in line with the eastern fence of lot 34, such new section being marked * on the Plan;
- (c) installation of additional northern fence approximately 2m long, of similar style and height, from the northern end of the fence marked * to connect to the corner of the Lot's building, such section being marked # on the Plan; and
- (d) Installation of a gate (still of similar brushwood style) approximately 900mm wide to access Lot 35's courtyard directly from the Lot's front door, in the location marked G on the plan.

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 Executive 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.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of:

- (a) so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law; and
- (b) the part of common property which physically becomes part of the Lot's courtyard after the Works are completed, being that area shaded on the Plan.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the 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 The 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.

4.0 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;
- 4.1.1.2** pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law,
- 4.1.1.3** if requested by the Owners Corporation (acting reasonably), provide to the Owners Corporation a certificate from a qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building.

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.

4.1.3 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 the 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 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.3 Variation to Works

not vary the Works without obtaining the prior written approval 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 Costs of Works

pay all costs associated with the Works,

4.2.1.6 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

4.2.1.7 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, the 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,

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 (for example, the conditions of the Local Council's approval for 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.

5.0 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:

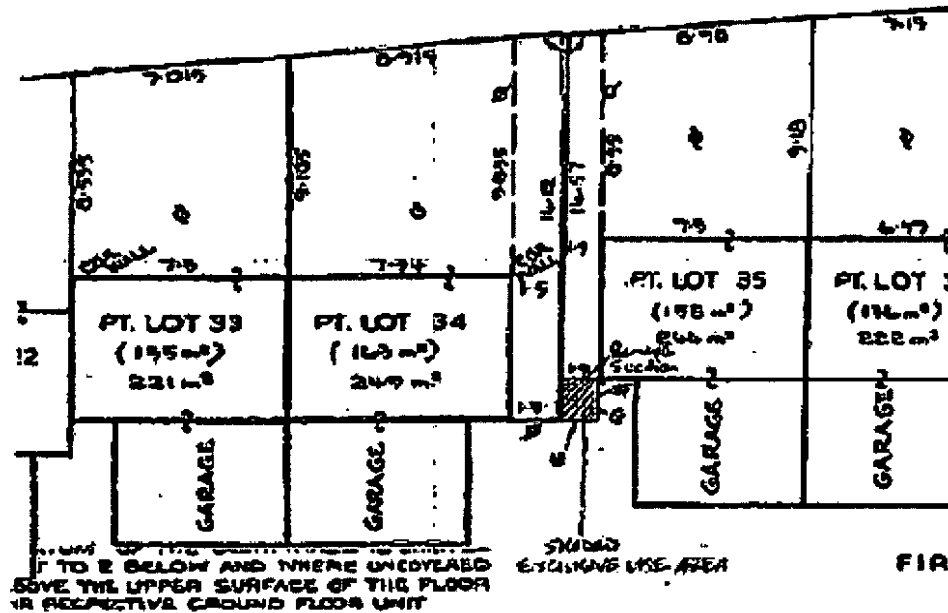
- 5.1.1 rectify any such breach,
- 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
- 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners 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.

WARNING: CREASING C

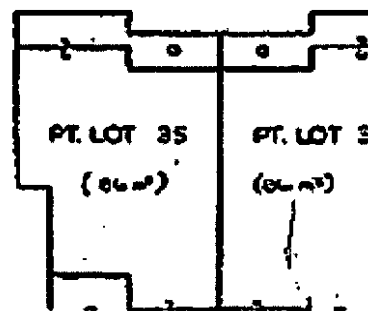
LEAD TO REJECTION

BLOCK
GROUND



MEAS ARE APPROXIMATE.

HEIGHT OF THE BALCONIES IS LIMITED
 BUT TO 2.5 ABOVE THE UPPER SURFACE
 OF CONCRETE BASE EXCEPT WHERE
 NOTED.



Special By-Law No. 10 – No Smoking

1.0 Introduction

- 1.1** This by-law sets out the rules that all Owners (proprietor) occupiers or tenants must follow to abide by the by-law.
- 1.2** This by-law aims to prevent an Owner (proprietor), occupier or tenant from smoking in a lot, elsewhere within the building, or anywhere upon the common property of the scheme or use their lot in such a manner as to cause a nuisance or hazard to the proprietor or occupier of any other lot.
- 1.3** This by-law aims to prevent an Owner (proprietor), occupier or tenant from creating smoke, undertaking the act of smoking, creating secondhand smoke, and or exposing other persons in a lot, elsewhere within the building, or anywhere upon the common property of the scheme, to passive smoke known to cause harm to health, including cancer in humans.
- 1.4** This by-law will cause appropriate NO SMOKING signage to be affixed to various parts of the schemes common property to support clause 1.1.



- 1.5** If an Owner (proprietor), occupier or tenant does not comply with this by-law the Owners Corporation may take action against them in accordance with current Strata legislation and the Management Act.

2.0 Definitions & Interpretation

2.1 In this by-law:

"Common Property"	means the common property for the Strata Scheme.
"NCAT"	means the NSW Civil and Administrative Tribunal
"Executive Committee"	means the executive committee of the Owners Corporation.
"Lot"	means a lot within the Strata Scheme.
"Management Act"	means the <i>Strata Schemes Management Act 2015</i> .
"Non-Smoker"	means another Owner (proprietor), occupier or tenant in another lot, elsewhere within the building, or anywhere

	upon the common property of the scheme, to which the act of smoking causes a nuisance or hazard.
"Nuisance"	means the act of breaching s 153 of the <i>Strata Schemes Management Act 2015</i> pursuant to Durie GJ, Consumer, Trader and Tenancy Tribunal (2006)
"Occupier"	means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.
"Owner"	means an owner of any one of the lots and that owner's successors in title.
"Owners"	means the owners of the lots and their successors in title.
"Owners Corporation"	means the owners corporation for the Strata Scheme.
"Proprietor"	means a person seised or possessed of any freehold or other estate or interest in land, at law, or in equity, in possession, in futurity, or in expectancy: <i>Real Property Act 1900</i> (NSW) s 3(1).
"Smoke"	means the gases that form to create secondhand smoke emitted from the burning end of cigarettes and tobacco smoke, exhaled by the user of an ignited tobacco product, or any other product that is intended to be smoked and is ignited, into the surrounding atmosphere;
"Signage"	means the signage containing the words "No Smoking", "This is a smoke free Building" or "No Smoking on Premises" or a combination of similar words, indicating that the act of smoking is not permitted anywhere or at any time within the boundaries of any lot or the common property of this Strata Scheme.
"Smoker"	means the person smoking an ignited tobacco or any other product that is intended to be smoked and is ignited;
"Smoking"	means the act of creating secondhand smoke exhaled by the smoker from ignited tobacco or any other product that is intended to be smoked and is ignited;
"Secondhand smoke"	means secondhand smoke which is a combination of sidestream smoke emitted from the burning end of cigarettes and tobacco smoke exhaled by the smoker.
"Passive Smoking"	means the act of a non-smoker that involuntary breathes another person's exhaled smoke containing chemical compounds, toxins and other carcinogens (cancer causing substances), known to cause harm to health including cancer in humans.
"Strata Legislation"	means the Development Act and the Management Act.
"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.

3.0 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 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,
- 3.3 where any decision needs to be made by the Owners Corporation, that decision may be made by the Executive 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,
- 3.4 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
- 3.5 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.

4.0 No Smoking

- 4.1 The proprietor or occupier of a lot within the strata scheme must not smoke or allow smoking within a lot, anywhere else within the building or within or upon any part of the common property.
- 4.2 Without limiting clause 4.1, the proprietor or occupier of a lot must not allow any invitee to their lot to smoke within the lot or upon the common property or use their lot in such a manner as to cause a nuisance or hazard to the proprietor or occupier of any other lot.
- 4.3 The proprietor or occupier of a lot within the strata scheme must abide by the No Smoking signage affixed to the common property.
- 4.4 Without limiting clause 4.3, the proprietor or occupier of a lot must direct any invitee to their lot or upon the common property, to observe and abide by the No Smoking signage affixed to the common property.
- 4.5 The owners corporation may serve a notice, in accordance with s 147 of the *Management Act 2015* (NSW), on the owner or occupier of a lot requiring the owner or occupier to comply with this specified by-law if the owners

corporation is satisfied that the owner or occupier has contravened that by-law.

- 4.6 The owners corporation may take further action including the application for an Order from an Adjudicator of the NCAT.**

Special by-law no. 11 – Tree Maintenance

1. Introduction

The registered strata plan notes that a lot (where uncovered) is limited in height to 3 meters. There are a number of trees growing in the courtyards of the lots which are greater than 3m in height and would otherwise be the responsibility of the owners corporation to maintain.

The purpose of this by-law is to transfer from the owners corporation to the owner the right to and to permit each owner to maintain any trees greater than 3 meters in height located within the airspace of their lot.

2. Authorisation and Conditions of Works

- 4.1 The owners corporation or its agent may enter a lot with 24 hours' written notice for the purpose of inspecting and ensuring that each lot owner is complying with the maintenance of their trees pursuant to the conditions of this by-law.

- 4.2 Each owner is responsible for the Works.

- 4.3 The owner must:

- 2.3.1 prior to commencing any Works:

- (a) give at least 14 days' notice to the owners corporation; and
- (b) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

- 2.3.2 ensure that any trees located inside their lot, including any branches overhanging into their lot are maintained and pruned at all times (and where necessary removed in their entirety) and are not at risk of falling or causing any damage or harm to any person or thing.

- 4.4 During any Works, the owner must:

- 2.4.1 ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;

- 2.4.2 cause as little disruption as possible to other occupants of the strata scheme;


- 2.4.3 only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;


- 2.4.4 not store any items on common property; and

- 2.4.5 comply with any reasonable directions of the owners corporation in relation to the maintenance and removal of trees.

- 2.5 The owner must at his or her cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works.
- 2.6 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by a breach of this by-law by that owner or, their occupier.
3. **Owners corporation's power in the event of a breach of this by-law**
- If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:
- 3.1 rectify the breach;
- 3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.
4. **Interpretation**
- In this by-law:
- 4.1 *Act* means the *Strata Schemes Management Act 2015*.
- 4.2 *lot* means a lot in the strata scheme;
- 4.3 *owner* means the owner of a lot for the time being;
- 4.4 *tree* means any perennial plant with an elongated stem or trunk, supporting branches and leaves.
- 4.5 *works* means maintaining and removing any trees which are greater than 3 metres high where the trunk is located inside an owners' lot and maintaining and pruning the branches of any trees which are greater than 3 metres high, where those branches overhang into an owners' lot.
- 4.6 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- 4.7 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- 4.8 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

Executed by The Owners – Strata Plan No.35923 in accordance with section 273 of the *Strata Schemes Management Act 2015*.


Signature of Committee Member/Strata Manager


Name of Committee Member/Strata Manager



Common Seal ★

Northern Beaches Council Planning Certificate – Part 2

Applicant: Rigg Conveyancing
Shop 1 10 Rickard Road
NORTH NARRABEEN NSW 2101

Reference: COOK
Date: 08/11/2021
Certificate No. ePLC2021/8937

Address of Property: 9/28 Macpherson Street WARRIEWOOD NSW 2102
Description of Property: Lot 9 SP 35923

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

Pittwater Local Environmental Plan 2014

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
State Environmental Planning Policy (Koala Habitat Protection) 2019
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)

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

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

1.3 Development Control Plans

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

Pittwater 21 Development Control Plan

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.

Zone R3 Medium Density Residential

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home-based child care; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Veterinary hospitals

4 Prohibited

Pond-based aquaculture; 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 *Pittwater Local Environmental Plan 2014* 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

The land does not contain an item of environmental heritage.

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

Complying Development under the Housing Code may be carried out on all of the land.

Note: *Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:*

3.1 Land to which code applies

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m², and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

b) Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

Note: *Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:*

3A.1 Land to which code applies

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

c) Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

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

Complying Development under the Housing Alterations Code may be carried out on all of the land.

f) General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

g) Commercial and Industrial Alterations Code

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

Note: *Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:*

5A.1 Land to which code applies

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

i) Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5B.2 Development to which code applies

This code applies to development that is specified in clause 5B.3 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

j) Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

k) Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

l) Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

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):

Nil

- (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:

Nil

7A. Flood related development control Information

- (1) The land is within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this clause—

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

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

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

8. Land reserved for acquisition

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:

Warriewood Valley Development Contributions Plan Amendment 16, Revision 3 - in force 1 Sept 2018

This Plan was approved by Council to levy contributions towards the provision, extension or augmentation of public amenities and public services that will, or are likely to be, required as a consequence of development in the Warriewood Valley Urban Release Area.

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 not 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.

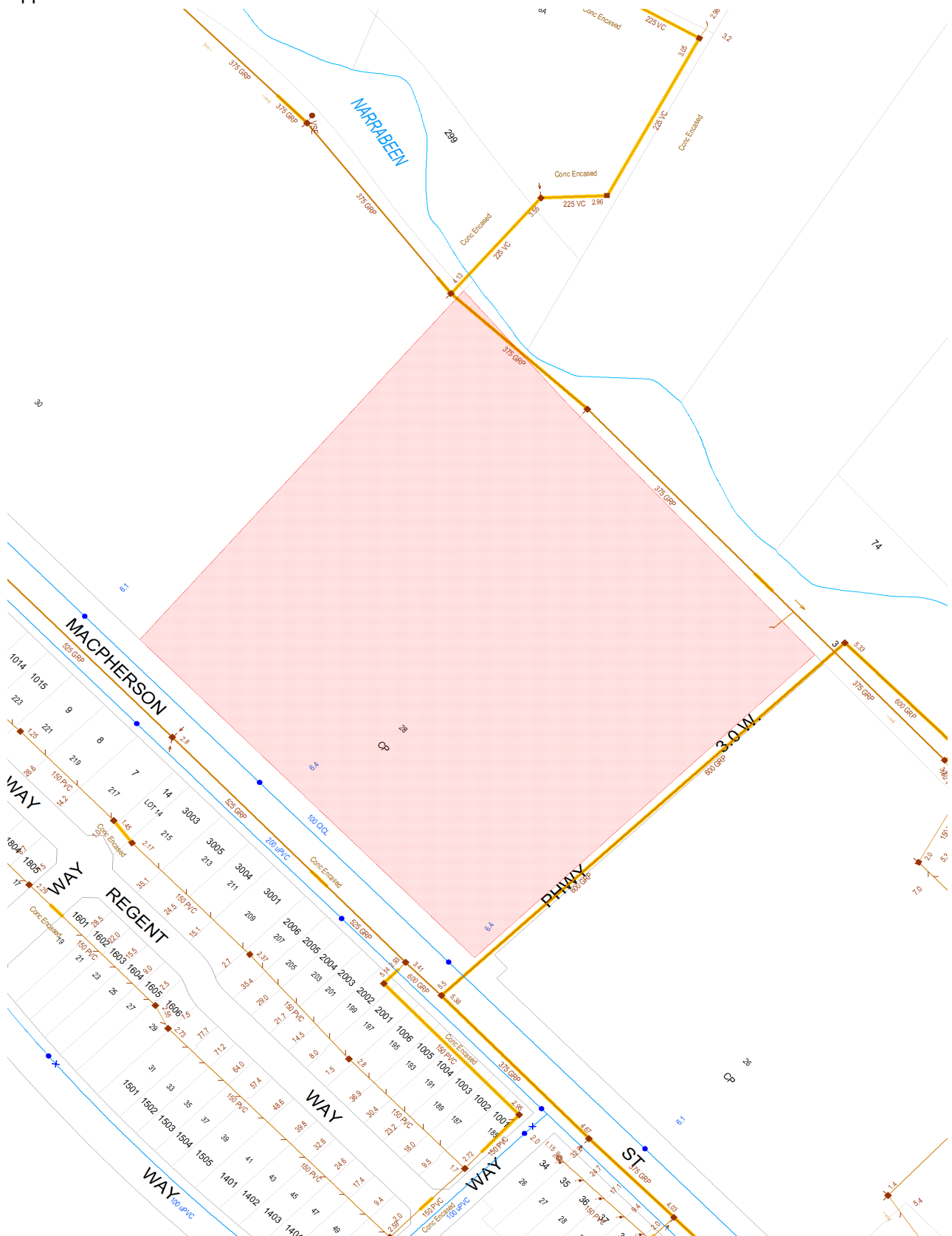


Ray Brownlee PSM
Chief Executive Officer

08/11/2021

Service Location Print

Application Number: 8001213788



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

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