Req:R353283 /Doc:DL AR641462 /Rev:24-Nov-2021 /NSW LRS /Prt:24-Aug-2022 13:41 /Seq:6 of 48
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B. By-laws concerning use of common property

By-law 2 – Vehicle parking on common property

(a) Owner or Occupier:

An Owner or Occupier must:

I. Only park or stand any motor vehicle, motor cycle, or bicycle ("**Vehicle**") in the garage, or storeroom if applicable, attached to the Owner's or Occupier's Lot;

II. Not park or stand any Vehicle on any Common Property or Visitor Parking, except with the prior written approval of the Strata Committee;

III. Not wash a Vehicle on Common Property;

IV. Not take a Vehicle through the Common Property ground floor foyer or into the Common Property lift;

V. Advise secretary@shearwatermanly.com.au for each Vehicle of that Lot with access to the Common Property garage of the Lot, Owner or Occupier name, and registration number of the Vehicle, other than a bicycle.

(b) Visitor Parking:

I. Designated Visitor Vehicle parking spaces in the basement garage ("**Visitor Parking**") are for the exclusive use of Vehicles, other than bicycles, of invitees and Visitors who are not Occupiers, tradespersons and other suppliers of services to a Lot or the Owners Corporation ("**Authorised Person**");

II. An Authorised Person may park a Vehicle within Visitor Parking for a period of less than 48 hours within a 7-day period;

III. An Owner or Occupier, wishing to park a Vehicle of an Authorised Person in Visitor Parking for a period of time that exceeds that of the above clause (b)(II), may request approval from the Owners Corporation at secretary@shearwatermanly.com.au to use Visitor Parking and, when approved, must fix a notice on the Vehicle stating "Owners Corporation approval to park". The Owners Corporation will not unreasonably withhold such an approval;

IV. A Visitor or invitee who stays in a Lot for more than 2 nights in any 7 day period without extended visitor use approval as provided in clause (b)(III), is deemed to be an Occupier, and is not permitted to park a Vehicle in Visitor Parking;

V. For the security of the building and the amenity of all Occupiers, an Owner or Occupier must not facilitate the use of Visitor Parking by a person:

i. Who is not an Authorised Person, or

ii. Who may use Visitor Parking for purposes other than as a genuine visitor to the scheme such as for beach access parking;

VI. An Owner or Occupier must not deposit, or permit any invitee or Visitor to deposit any rubbish, including any oil, mud or other debris in Visitor Parking, and the Owner or Occupier is responsible for the cost of removal of such rubbish by the Owners Corporation.

(c) Mobility devices

A motorised or self-propelled mobility device required by an Occupier or Visitor with mobility impairment is, for the purposes of this By-Law 2:

I. Not a Vehicle: and

II. May access the Common Property lift from any entrance to the building; and

III. Must not be parked on any Common Property.

By-law 3 – Damage to common property

(a) An Owner or Occupier of a Lot must not damage any part of the Common Property including any structures, fittings, walls, ceilings, floors, lift, lawns, or plants;

(b) An Owner or Occupier must not drill holes, attach any object to, or paint any external Common Property of a Lot, without consent under these By-Laws;

(c) An Owner is responsible for the cost of any repair required due to damage to Common Property caused by an Owner, Occupier or contractor of an Owner or Occupier;

(d) An Owner or Occupier of a Lot must not use any portion of the Common Property for the Owner's or Occupier's own purposes as a garden if their Lot has not been granted the exclusive use of that area.

By-law 4 – Obstruction of common property

An Owner or Occupier of a Lot must not obstruct the lawful use of Common Property by any person.

By-law 5 – Wet and sandy entry to common property

For the amenity of all Occupiers:

(a) Occupiers entering the building when wet and/or sandy must dry themselves and remove any sand before entering the ground floor lobby and/or the tiled Common Property lift from the ground floor lobby or the garage and must ensure any invitees or Visitors do the same; and

(b) Occupiers must not, or permit any invitee or Visitor to, carry surfboards, wet suits or the like through the ground floor lobby to the lift. All such equipment must be carried through the garage entry to the building.

By-law 6 – Children playing on common property

An Owner or Occupier of a Lot must not permit any child for whom an Owner or Occupier is responsible, to be or remain on any Common Property that is an area of possible danger or hazard to children, including elevator, stairwell, the garage and garage access area, unless the child is accompanied by an adult exercising effective control.

By-law 7 – Moving furniture on or through common property

(a) An Owner or Occupier intending to move furniture or any large items through Common Property must:

I. Notify the Owners Corporation at secretary@shearwatermanly.com.au at least 5 days prior to book use of the lift and access through the front door with confirmation of any such booking subject to other prior bookings; and

II. Ensure that the lift protection curtains, provided by the Owners Corporation, are fitted to the inside of the lift car, and on completion of the move, ensure the lift curtains are removed and folded and left on 'the ground floor.

(b) An Owner or Occupier who moves furniture or large items through Common Property agrees and acknowledges their responsibility to the Owners Corporation for the cost of repair for any damage to Common Property arising from the activity of the Owner or the Occupier, or a contractor for the Owner or Occupier.

By-law 8 – Security of common property

(a) Common Property areas of the building have video camera surveillance. Owners and Occupiers acknowledge that video surveillance is provided to NSW Police upon their request;

(b) Owners or Occupiers must not provide access to the building by a person/s unless the Owner or Occupier is expecting the person/s or otherwise knows the person/s;

(c) Owners and Occupiers are responsible for the proper management and security of keys to the front door of their Lot.

By-law 9 – Common property storage cages

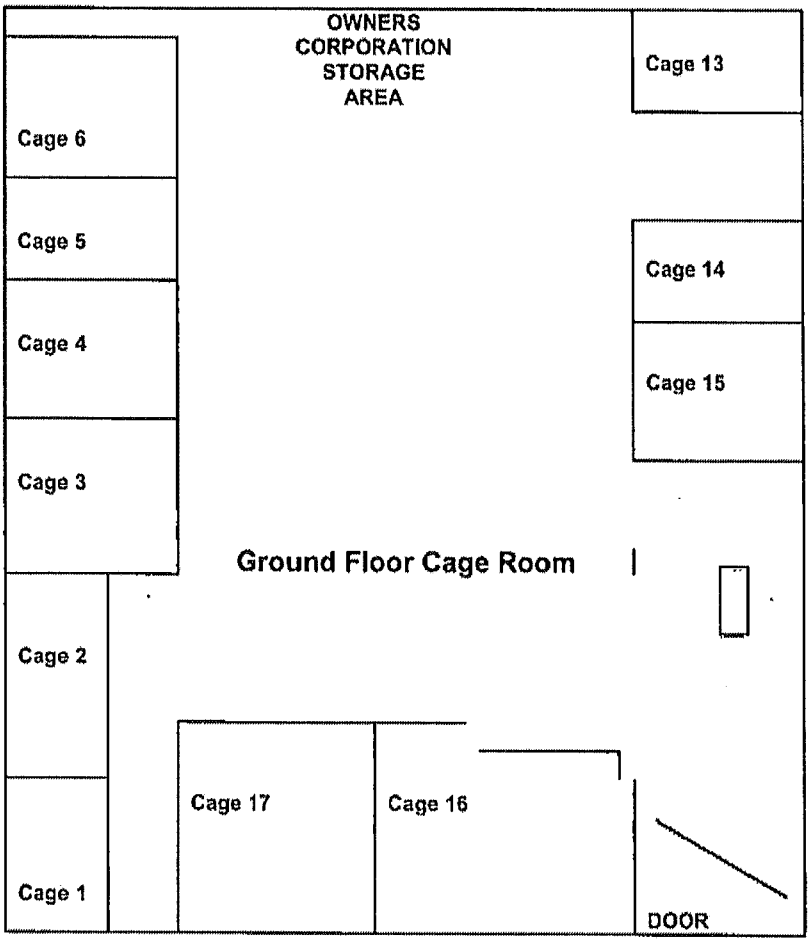
Owners or Occupiers of the Lots in the second column of schedule 1 to this By-Law are respectively entitled to the exclusive use, access and enjoyment of those Common Property storage cage listed against that lot in the first column of the schedule. The approximate location of each storage cages is per the drawing located at schedule 2 of this By-Law. All such Owners or Occupiers are responsible for the maintenance and keeping in a state of good and serviceable repair of their respective Common Property storage cage.

Schedule 1 to By-Law 9 – Cage Allocation

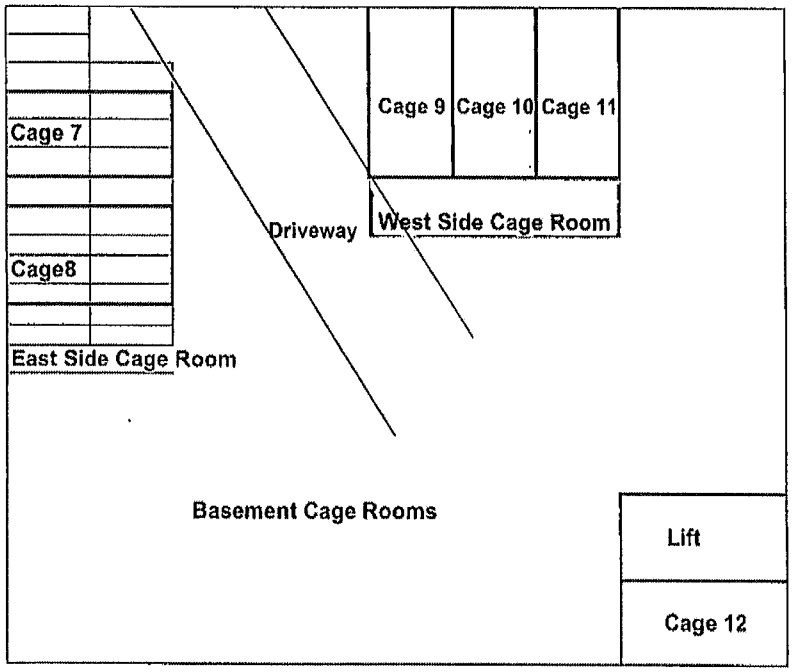
Storage Cages on Common Property	Lot No.
Store Cage No. 1 situated on the ground floor	Lot 33
Store Cage No. 2 situated on the ground floor	Lot 7
Store Cage No. 3 situated on the ground floor	Lot 8
Store Cage No. 4 situated on the ground floor	Lot 25
Store Cage No. 5 situated on the ground floor	Lot 15
Store Cage No. 6 situated on the ground floor	Lot 26
Store Cage No. 7 in the basement on the eastern side of the driveway	Lot 24
Store Cage No. 8 in the basement on the eastern side of the driveway	Lot 23
Store Cage No. 9 in the basement on the western side of the driveway	Lot 31
Store Cage No. 10 in the basement on the western side of the driveway	Lot 13
Store Cage No. 11 in the basement on the western side of the driveway	Lot 32
Store Cage No. 12 next to the basement lift	Lot 1
Store Cage No. 13 situated on the ground floor	Lot 27
Store Cage No. 14 situated on the ground floor	Lot 1
Store Cage No. 15 situated on the ground floor	Lot 16
Store Cage No. 16 situated on the ground floor	Lot 12
Store Cage No. 17 situated on the ground floor	Lot 19

Req:R353283 /Doc:DL AR641462 /Rev:24-Nov-2021 /NSW LRS /Prt:24-Aug-2022 13:41 /Seq:9 of 48
© Office of the Registrar-General /Src:InfoTrack /Ref:20220390

Schedule 2 to By-Law 9 – Cage location



Schedule 2 to By-Law 9 – Cage location



Req:R353283 /Doc:DL AR641462 /Rev:24-Nov-2021 /NSW LRS /Prt:24-Aug-2022 13:41 /Seq:10 of 48
© Office of the Registrar-General /Src:InfoTrack /Ref:20220390

By-law 10 – Common property balcony planter boxes

(a) Each Owner or Occupier is responsible for the maintenance of planter boxes on Common Property within their Lot, including the removal of weeds, untidy or dead plants and the replacement of plants.

(b) An Owner or Occupier must plant only the following recommended species:

- Miniature shrubs provided they are kept pruned to a height that does not exceed the height of the balcony handrail;
- Japanese Box (buxus micrphylla var japonica);
- Swan River Daisy (drachychome multifidi);
- Gazaria hybrids;
- Pelarganium spp;
- Hebe spp: and
- Agapanthus

(c) An Owner or Occupier may not plant any of the following prohibited species:

- Bamboo of any description;
- Deciduous Plants;
- Creepers of any description; or
- Plants that seed;
- Plants that grow to a height exceeding the height of the balcony handrail; and
- Plants that are likely to have a deep and strong root system.

(d) An Owner or Occupier must ensure that any plants are:

- kept within the confines of the planter box;
- not grown around columns or along railings;
- not grown over walls dividing balconies; or
- not grown such as they hang over balcony walls.

(e) In respect of the watering of planter boxes:

- An Owner or Occupier must ensure water does not spray onto the balcony below, and must not carry on excessive watering likely to cause structural damage; and
- An Owner or Occupier must not install any form of watering systems on Common Property e.g. balconies or terraces.

Req:R353283 /Doc:DL AR641462 /Rev:24-Nov-2021 /NSW LRS /Prt:24-Aug-2022 13:41 /Seq:11 of 48
© Office of the Registrar-General /Src:InfoTrack /Ref:20220390

C. By-laws concerning use of a lot by owners and occupiers

By-law 11 – New occupiers

(a) The Owner of a Lot must give an Occupier a copy of these By-Laws when they commence occupancy of a Lot.

(b) The Owner, or their agent, must give notice to secretary@shearwatermanly.com.au of:

I. Any change of Occupier or use of a Lot in writing at least 14 days before a change of use occurs and before a Residential Tenancy Agreement or other such lease or license commences;

II. The current name(s), email address(es), vehicle registration numbers, and telephone numbers of any Owners and Occupiers for security, emergency, and notice purposes; and

III. Any movement of furniture into and out of the building.

By-law 12 – Appearance of a lot

An Owner or Occupier must:

(a) Not keep anything within a Lot that is not in keeping with the appearance with the rest of the building;

(b) Maintain their balcony planter box in a tidy condition at all times;

(c) Not store furniture or other large personal items that are visible from outside the building or another Lot, on their balcony;

(d) Not fix garden ornaments or flares in their planter box or any other place that is visible from outside of the building;

(e) Not replace door furniture that is Common Property;

(f) Keep the Lot's garage and storage cage clean and free from oil and other spills or rubbish and garbage that may attract vermin;

(g) Not affix or erect directly, or through an agency, real estate or other, any signs, advertising, notice or poster on the Common Property or outside the building;

(h) Not place any door mat on Common Property at the front door of a Lot;

(i) Not leave shoes, umbrellas or any personal possessions or equipment on Common Property;

(j) Clean all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, and is reasonably accessible;

(k) Take all reasonable steps to ensure that water used for cleaning windows, and doors, or watering plants does not fall on another Lot or Common Property, and give prior notice to the Owner or Occupier of the Lot that would be affected if this is likely to occur;

(l) Not hang washing over the balcony railings or in any position that washing can be viewed from outside the building.

By-law 13 - Noise

(a) An Owner or Occupier must not, and ensure their invitee or Visitor does not, create any noise in a Lot or on the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

(b) Common noise sources that may be a breach of this or other By-Laws and which may be the subject of action by the Owners Corporation include:

I. the use of washing machines or dryers after 10pm or before 7am on weekdays or after 10pm or before 8am on weekends;

II. noise from the keeping of animals in a Lot as permitted with By-Law 14;

III. noise emanating from tap washers, other plumbing or machine devices, air conditioning units, and extraction fans;

IV. excessive footfall and furniture movement noise generated from hard floor finishes from a Lot directly above another Lot; or

V. domestic noise sources including power and other building tools, and the installation of fittings or fixtures involved with Works under the By-Laws 27 to 30, inclusive which are being used outside of the following permitted hours:

1. between the hours of 8.00am and 4.00pm on weekdays;

2. between the hours of 8.00am and 12 noon on Saturday; and

3. not at all on Sundays or Public Holidays.

(c) When the Owners Corporation approves Works in a Lot under By-Laws 27 to 30 inclusive the Owners Corporation may determine the permitted hours of work as reasonably required which may differ from the permitted hours described at clause (b)V above.

By-law 14 – Keeping of animals

(a) An Owner or Occupier may not keep an animal in a Lot unless the animal is an assistance animal.

(b) If an Owner or Occupier wishes to keep an assistance animal within the Lot, the Owner or Occupier must:

I. Advise the Owners Corporation at secretary@shearwatermanly.com.au;

II. Keep the animal within the Lot;

III. Supervise the animal when it is on the Common Property, including the balcony of the Lot;

IV. Take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animal;

V. If required to do so by the Owners Corporation, provide evidence demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

By-law 15 – Behaviour of owners, occupiers & visitors

(a) An Owner or Occupier, when on Common Property, must not use language or behave in a manner likely to cause offence or embarrassment to, or harass, bully or intimidate, an Owner or Occupier or any person lawfully using Common Property, including any member of the Strata Committee.

(b) Each Owner or Occupier must take all reasonable steps to ensure that each invitee or Visitor does not behave in a manner likely to interfere with the peaceful enjoyment of the Occupier of another Lot or any person lawfully using Common Property or harass, bully or intimidate, an Owner or Occupier or any person lawfully using Common Property, including any member of the Strata Committee.

By-law 16 – Smoke penetration

An Owner or Occupier must;

(a) Not, or permit any invitee or Visitor of an Owner or Occupier to, smoke tobacco or any other substance on Common Property, other than on a Common Property balcony for the exclusive use of a Lot; and

(b) Ensure that smoke caused by the smoking of tobacco or any other substance, or the operation of a barbeque, in the Lot does not penetrate to Common Property or any other Lot.

By-law 17 – Preservation of fire equipment & smoke detection devices

(a) An Owner must install, maintain and have a fully functional smoke detection device in the Lot at all times in the interest of all Owners and Occupiers;

(b) An Owner or Occupier must not do anything, or permit any invitee or Visitor of an Owner or Occupier to do anything, on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of fire safety in the Lot or Common Property;

(c) An Owner or Occupier, must not use, or permit any invitee or Visitor of an Owner or Occupier to use any fire safety equipment other than for the purpose of fighting fire.

By-law 18 – Storage of inflammable liquids & other substances & materials

An Owner or Occupier must not, except with the prior written consent of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical. liquid, gas or other material in a fuel tank of a motor Vehicle or internal combustion engine.

By-law 19 – Disposal of waste

An Owner or Occupier must:

(a) Not deposit any rubbish, dirt, dust or other material or discarded item on Common Property;

(b) Not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for such disposal; such items include "flushable wipes", and "disposable nappies";

(c) Comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste in bins provided by the Owners Corporation for the disposal of waste, including cleaning up spilled waste on Common Property;

(d) Comply with Local Council guidelines for the storage, handling, collection and disposal of waste;

(e) Keep the Common Property garbage room in a tidy condition by:

I. the correct use of the recycle bins;

II. folding all cardboard cartons;

III. not placing cardboard cartons or paper on top of bins;

IV. not placing plastic bags, paper or cardboard in yellow bottle recycle bins;

V. not placing plastic bags, plastics, or polystyrene in blue paper and cardboard recycle bins;

VI. removing from the scheme any removalist packing cartons and other packing materials instead of depositing them in the Common Property garbage room or bins;

VII. not placing building debris and large household items in the garbage room with each Owner or Occupier responsibly to independently dispose of such items by Local Council clean up or otherwise; and

VIII. ensuring garbage of a Lot is securely wrapped before placing in bins.

(f) Promptly remove any garbage spilt and take such action as maybe necessary to clean the area within which the garbage was spilt; and

(g) Dispose of unwanted mail in the garbage room bins.

An Owner or Occupier who does not comply with this By-Law 19, is responsible for any expenses incurred by the Owners Corporation to remedy a breach of the By-Law.

By-law 20 – Use of a lot & common property insurance

An Owner or Occupier must subject to any necessary Local Council approval:

(a) Only use the Lot for residential purposes;

(b) Not use the Lot for the purposes of providing short-term accommodation, being accommodation for a term less than 90 days;

(c) Notify the Strata Committee when the existing residential use of the Lot is changed.

Without limiting this By-Law, a change that may affect the insurance premiums for Strata Plan No. 43918 must be notified by the Owner to the Strata Committee immediately such change occurs.

By-law 21 – Compliance with planning & other requirements

An Owner or Occupier must ensure that:

(a) The Lot is not used for any purpose that is prohibited by law; and

(b) The Lot is not occupied by more persons than are allowed by law to occupy the Lot.

Req:R353283 /Doc:DL AR641462 /Rev:24-Nov-2021 /NSW LRS /Prt:24-Aug-2022 13:41 /Seq:15 of 48
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D. Repairs, maintenance, alterations

By-law 22 – Responsibilities for repairs, maintenance and alterations

(a) Subject to any By-Law providing otherwise, the Owners Corporation is responsible for repairs, maintenance, and alterations of Common Property.

(b) The Owner of a Lot is responsible for repairs and proper maintenance within their Lot, including the intercom handset attached to the intercom security system, the bathroom exhaust fan, and any air conditioning unit.

By-law 23 – Inspection for fire safety and property maintenance

An Owner or Occupier must, with the receipt of reasonable notice, permit the Owners Corporation to conduct, at least annually, the inspection and testing of fire safety devices within a Lot and Common Property accessible through the Lot, and, for property maintenance purposes, inspection of the Common Property for the exclusive use of the Owner or Occupier of that Lot;

(a) Notwithstanding the annual inspection by the Owners Corporation, each Owner of Occupier will at other times report any Common Property maintenance and repair requirements to the Strata Committee for attention at the earliest possible time;

(b) When the Owners Corporation identifies or is informed of maintenance requirements to Common Property, including Common Property that is for the exclusive use of the Owner or Occupier of a Lot, and notifies the Owner and Occupier of the remedial works required, the Owner or Occupier will permit the Owners Corporation to conduct such remedial works, at the expense of the Owners Corporation.

By-law 24 – Alterations, renovations and improvements to a lot

Alterations, renovations and improvements within a Lot that affect Common Property are described in the Act as either "cosmetic works" ("**Cosmetic Works**"), "minor renovations" ("**Minor Works**") or works not included in the definitions of either Cosmetic Works or Minor Works ("**Major Works**") and together are to be known in these By-Laws as "**Works**".

By-law 25 – Register of approved works

The Owners Corporation must maintain a perpetual record ("**Register**") of any approval in respect of any Minor Works or Major Works, and of Completion of such Works for:

(a) The purpose of the long-term building integrity and management for the benefit of all Owners;

(b) Transparency of By-Law compliance of a Lot for an intending purchaser of a Lot; and

(c) The resolution of disputes between an Owner and the Owners Corporation arising from Works conducted under this By-Law by Owners, their predecessors or successors as Owners of a particular Lot.

By-law 26 – Cosmetic works

(a) Owners or Occupiers can undertake Cosmetic Works within a Lot without the approval of the Owners Corporation. Cosmetic work includes work such as:

I. installing or replacing hooks, nails or screws for hanging paintings or other things on walls within a Lot;

II. installing or replacing handrails within a Lot;

III. interior painting;

IV. filling minor holes and cracks in internal walls;

V. installation or replacement of wall-to-wall carpet with underlay;

VI. fitting locking or other safety device for protection of an Owner's Lot against intruders or to improve safety within an Owner's Lot;

VII. fitting a screen or other device to prevent entry of animals or insects to a Lot; and

VIII. fitting any structure or device to prevent harm to children.

provided that such device or structure at Clause (a) VII and VIII above conforms to the Common Property colour scheme, using only the specified colour Koala No 37255/Transformer Grey, or such other colour as the Strata Committee from time to time may advise in writing, and is installed in a competent and proper manner.

(b) The Owner or Occupier must:

I. maintain and keep in a state of good and serviceable repair any device or structure that forms part of the Common Property and that services the Lot, and

II. repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (a) that forms part of the Common Property and that services the Lot.

By-law 27 – Minor works require strata committee consent

(a) The Owners Corporation delegates authority to approve Minor Works to the Strata Committee.

(b) An Owner must apply to the Strata Committee to undertake Minor Works, by application to the secretary@shearwatermanly.com.au.

(c) The Strata Committee will consider an application for Minor Works and respond within 21 days of the date of the application.

(d) Minor Works include:

I. Renovating a kitchen or bathroom, but not including floor tiles, or alterations to waste drainage penetrations to a floor, which are major works;

II. Changing recessed light fittings;

III. Installing of retractable awnings to the underside of Common Property balcony eaves on Lots on Levels 3 and 4;

IV. Changing internal non-structural walls;

V. Installing plants in planter boxes other than those described in By-Law 10;

VI. Installing sustainability measures such as a reverse cycle air-conditioner;

VII. Installation of electronic garage door opening devices and necessary power outlets to the garage of a Lot.

(e) An application to conduct Minor Works must include:

I. Sufficient information to permit the Strata Committee to reach an informed decision about the Works;

II. Drawings, plans or other specifications of the Works;

III. Details as to when the Works will be carried out (estimated times of work and dates);

IV. Qualifications and details of the tradespeople who are to undertake the Works;

V. In the case of a proposal for the removal of any internal wall, evidence from a structural engineer that the wall proposed for removal is not a load bearing wall and is not subject to By-Law 30;

VI. Evidence of insurance for the protection of Common Property during the Works, and other insurances that may be applicable for conduct of the Works;

VII. Detail the plan for bringing building materials and tools on site, removal of building debris and tools, the protection of Common Property floor surfaces throughout the work period, the method of access to the lot, the storage of materials and debris in any place other than on Common Property, daily cleaning of Common Property areas at the end of each day of work, and restitution and damage to Common Property.

(f) An Owner whose Minor Works have received approval must give the Strata Committee written notice at least 14 days before the Works starts, and advise all Owners and Occupiers of the Works, and the days on which noise disruption is likely to occur.

(g) At completion of any Works by an Owner, the Strata committee or its professional representative will inspect the Works to confirm the Minor Works were completed as approved by the Strata Committee, and the By-Laws, and advise the Owner of completion of the Works by Notice from the Strata Committee.

By-law 28 – Minor works – air-conditioning units on common property

(a) An applicant for Minor Works under By-Law 27 relating to air conditioning units must provide to the Strata Committee:

I. drawings of the Minor Works showing location of the air conditioning units on Common Property;

II. installation details, including manufacturers recommendations to absorb noise at installation;

III. manufacturers specifications;

IV. location of penetration of pipe and electrical ducting to Common Property to avoid visibility from the building exterior;

V. the location of wastewater drainage;

VI. details of the proposed noise levels, including both sound pressure and sound power levels, and compliance with By-Law 13 including evidence the air conditioning unit/s will not emit noise levels exceeding heating SWLdB(A) 72 and cooling SWLdB(A) 70, or such noise levels as the Owners Corporation shall advise in writing.

(b) The applicant for Minor Works relating to air conditioning units is responsible for:

I. all costs in relation to the installation, maintenance and service of the air conditioning unit/s;

II. any damage caused to Common Property by the installation and operation of the air conditioning unit/s;

III. any remedial action required from a noise complaint from an adjoining Occupier; and

IV. the on-going maintenance of the air conditioning unit/s within the noise standard of this By-Law.

By-law 29 – Floor finishes

(a) In terms of By-Law 27, consent will not be granted for applications for hard floor finishes, including any uncovered floor slab, tiles, timber, timber floating floors, concrete, polished concrete, terrazzo, marble, and linoleum, within a Lot other than for applications for hard floor finishes permitted in clause (f) herein.

(b) An Owner must install wall-to-wall carpet with underlay to cover the floor of their Lot as Cosmetic Works.

(c) An Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Occupier of the Lot immediately below.

(d) An Owner must fit protection pads on the legs of furniture on hard surfaces, to prevent the transmission from the hard surface of noise likely to disturb the peaceful enjoyment of the Occupier of the Lot immediately below.

(e) Any underlay used with wall-to-wall carpet shall comply with Australian Standard AS4288-2003 for light residential use, or such Australian Standard as supersedes that standard.

(f) Owners from time to time of Lots 1, and 4 are permitted to maintain hard flooring in such Lots, and Owners from time to time of Lots 2, 3, 5 and 6 may apply to install and maintain hard floors to such Lots under By Law 27 as Minor Works, and subject to the provisions of By Law 13 - Noise.

(g) Owners from time to time of Lots 31, 32, 33 and 34 shall maintain in the atrium of such a Lot, wall-to-wall carpet with underlay, or rugs which cover the whole of the atrium floor of that Lot.

(h) In the event that carpet or underlay is lifted or removed from the floor space of any Lot, the Owner of that Lot shall immediately lay new carpet and underlay within his Lot.

(i) This By-Law does not apply to floor spaces comprising kitchen, laundry, lavatory or bathroom within a Lot.

(j) REMEDIATION AGREEMENT: When, with consent under By Law 29 (f), an Owner installs hard flooring, THAT OWNER, AND AN OWNER OF THE LOT FROM TIME TO TIME, IS ACKNOWLEDGING, WARRANTING AND AGREEING with the Owners Corporation that:

I. At any time after a hard flooring installation is completed, the Owners Corporation is granted permission and access to the Lot when it requests an Owner of a Lot, to conduct an acoustic isolation test between the Owner's Lot and any other Lot or Common Property; and

II. To pay all costs associated with the acoustic isolation test conducted by an accredited member of the Association of Australian Acoustical Consultants; and

III. Should the acoustic isolation test indicate an acoustic isolation worse than the standard 6 star rating, to undertake, when directed by the Owners Corporation and within a reasonable period of the direction, and pay for all work to remedy that acoustic isolation failure and retesting, subject to further testing; and

IV. Should the hard flooring of a Lot disturb the peaceful enjoyment of the Owner or Occupier of another Lot, the Owner will, when directed by the Owners Corporation and within a reasonable period of the direction, apply to the hard flooring all such further insulation, rugs and/or carpet as may be reasonably directed to maintain the peaceful enjoyment of the Owner or Occupier of another Lot, at the expense of the Owner.

By-law 30 – Major works require owners corporation consent

(a) The Owners Corporation will consider an application for Major Works, with approval being granted in the form of a special by-law for the Major Works being passed at a general meeting of the Owners Corporation.

(b) An application for Major Works must be made to the secretary@shearwatermanly.com.au on behalf of the Owners Corporation.

(c) An Owner may only undertake Major Works to their Lot when the Owner has received notice of the approval for the Major Works from the Owners Corporation or confirmation that the special by-law authorising the Major Works has been registered.

(d) Major Works include:

I. structural changes to a Lot, including removal of structural walls, diversion of Common Property services, or changed floor or ceiling penetrations;

II. replacement of installed wet-area tiles within the Lot or on a balcony;

III. changes affecting the outside appearance of the property, such as Common Property windows and doors;

IV. work that needs approval under other laws (for example Local Council approval);

V. Minor Works associated with the Major Works.

(e) An application for Major Works must be in writing, in hard copy and electronic copy that can be viewed and circulated to Owners by email, and must include:

I. drawings, plans and details of the work, in particular noting any changes to or impact on any Common Property or services that may pass through or service the Lot, and any proposed material changes to such work during the progress of the Works;

II. details of the principal contractors, and their relevant registrations and insurances;

III. copies of insurances related to the works such as Contractors All Risk Insurance, Workers Compensation Insurance, Public Liability Insurance and Home Building Insurance;

IV. a certificate from a qualified structural engineer satisfactory to the Owners Corporation, to the effect that when any structural work is proposed it will be in compliance with the current Building Code of Australia;

V. details of the plan for bringing building materials and tools on site, removal of building debris and tools, the protection of Common Property floor surfaces throughout the work period, method of access to the Lot, the storage of materials and debris in any place other than on Common Property, daily cleaning of Common Property areas at the end of each day of work, and restitution of damage to Common Property;

VI. a compliance plan for the supervision of Works to approved plans and drawings, compliance with By-Laws and workplace safety laws notification of works and progress to all Occupiers during the works;

VII. the Owner's and contractor's written undertaking satisfactory to the Owners Corporation to comply with all elements of the By-Laws including the By-Law 13 concerning noise and hours-of-work, and restitution of damage to Common Property;

VIII. the Owners consent to permit an Owners Corporation representative, including professional persons contracted to the Owners Corporation, to inspect the works in progress and at completion when requested by the Owners Corporation.

(e) When an Owner wishes to replace installed floor tiles in any wet area within a Lot or on a balcony, the waterproof membrane must be replaced and certified by an authorised contractor, and a copy of the certification provided to and acknowledged by the Secretary, before any replacement tiles are installed. This certification assists in ensuring the long-term integrity of Common Property for all Lots.

(f) An Owner must give the secretary@shearwatermanly.com.au written notice at least 14 days before the Major Works commence, and advise all Occupiers of the Works, and the days on which noise disruption is likely to occur. Notice of noise disruption is a continuing obligation until completion of the Works.

(g) At least seven days before the Major Works commence and without limiting the liability of an Owner, the Owner must provide:

I. a bond or a deposit in the sum of$5,000 to the Owners Corporation or Strata Manager, the receipt of which will be acknowledged;

II. a written indemnity in favour of, and in a form acceptable to the Owners Corporation for the cost of any breach of this By-Law by the Owner arising from the Works;

(h) When the Major Works have been completed, the Owner will notify the Owners Corporation of such completion and facilitate an Owners Corporation representative, including professional persons contracted to the Owners Corporation, to inspect the Works and the Common Property affected by the Works, at the expense of the Owner.

(i) When the Owners Corporation is satisfied that the Works have been completed in accordance with the approval, including any engineering certification that Works are completed to the specification in the application, waterproofing certification, rectification of or repairs to Common Property or another Lot, and if applicable an occupancy certificate from a Local Council or other authority, a completion notice will be issued by the Owners Corporation, the balance of any bond or deposit shall be refunded to Owner, and the completion of the Works recorded in the Register kept pursuant to By-Law 25.

E. The owners corporation of strata plan no. 43918

By-law 31 – Information for owners and occupiers

(a) The Owners Corporation must provide a noticeboard for Owners and Occupiers. The noticeboard is located on the basement level for the display of notices from the Strata Committee only;

(b) The Owners Corporation may serve a document on, or issue a notice to, an Owner or Occupier by electronic means if Owner or Occupier has given the Owners Corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an Owner or Occupier by email in accordance with this clause is deemed to have been served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

(c) Owners and Occupiers must advise the Strata Committee at secretary@shearwatermanly.com.au. of their current name, email addresses, vehicle registrations number/s, and phone numbers for security and notice purposes.

(d) Owners or Occupiers must not post notices on Common Property walls or in the lift.

By-law 32 – Electronic communication

The Owners Corporation authorises voting and meeting attendance through technology such as:

(a) email, teleconference, videoconference calls and the use of electronic voting websites while participating in a meeting from a remote location,

(b) voting by means of email or other electronic means before the meeting at which the matter (not being an election of the Strata Committee) is to be determined by the Owners Corporation or Strata Committee ("**pre-meeting electronic voting**")

with each meeting notice to advise of the permitted means of voting and meeting attendance for that particular meeting

By-law 33 – Key and security button management

This by-law regulates the replacement of security access keys ("**Key**") for Common Property doors (fire access doors), and security buttons ("**Buttons**") for the front door, lift, and car park.

(a) The Strata Manager will:

I. hold a supply of Keys and Buttons for distribution and will obtain additional keys or buttons with the consent of an office holder of the Strata Committee;

II. supply Keys or Buttons to the Owner, Owner's agent, or Owner's Tenant only with the consent of an office holder of the Strata Committee;

III. maintain and audit annually a register of all Keys and Buttons;

IV. replace lost Keys, and supply additional Keys issued for a non-refundable fee of $200 payable by internet banking or cash payment;

V. replace lost Buttons and supply additional Buttons issued for a non-refundable fee of $100 payable by internet banking or cash payment;

VI. advise an office holder of the Strata Committee by email in relation to replacement Keys or Buttons of the name of the holder, the Lot number, and the number of the Key or Button, that the non-refundable fee for the Key or Button has been received, and that the Button should be activated.

(b) Replacement Keys and Buttons are available only from the Strata Manager's office.

(c) An Owner or their agent is required to show identity and authority to collect a Key and Button.

(d) A Tenant or their agent is required to show identity and authority from an Owner to collect a Key and Button.

By-law 34 – Dispute procedures

(a) In respect of disputes between Owners or Occupiers and the Owners Corporation

I. A person may request mediation of any matter for which an order may be sought from the NSW Civil & Administrative Tribunal - NCAT ("**Tribunal**") under the Act.

II. On receipt of a request for an application for mediation, the Strata Committee must, if it determines the circumstances of the case are appropriate, arrange for mediation on behalf of the Owners Corporation.

III. An Owner, Occupier or the Owners Corporation may apply directly to the Tribunal for mediation and a hearing of a matter.

IV. The Secretary will not recognize unsigned correspondence.

(b) In respect of disputes between Owners or Occupiers

I. An Owner or Occupier who has a dispute with another Owner or Occupier must endeavour to resolve such dispute between themselves.

II. When such a dispute involves a breach of the By-Laws only, the Owners Corporation will act in accordance with the Act.

F. Special by-laws

Special by-law no. 1 – Lot 33 renovations

(passed 20 December 2012)

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

(i) "Owner" means the owner or owners from time to time of Lot 33 in Strata Plan No. 43918.

(ii) Where any word or term used in this by-law is defined in the *Strata Schemes Management Act 1996*, it will have the same meaning as is attributed to that word or term by the Act.

(iii) "The Act" means the *Strata Schemes Management Act 1996* as amended from time to time.

(iv) The singular includes the plural and vice versa.

(v) Words implying a gender encompass all genders.

(vi) "The Works" means the following works to be undertaken in Lot 33:

(a) Remove existing fixed glass panel and install frameless glass louvres at the eastern end of the atrium of Lot 33;

(b) Remove existing fixed glass panel and sliding aluminium frame door to the terrace on the southern side of the Lot and install in their place aluminium framed bi-fold doors;

(c) Remove existing fixed glass panel and install frameless glass louvres at the western end of the atrium of Lot 33;

all in accordance with a document entitled "proposed door and window alterations 33/6 Pacific Street, Manly" a copy of which is annexed to the notice of meeting at which this motion is to be considered;

(d) Lay Quartz Carpet to be trowelled onto existing tiles on the terraces of Lot 33 and with the Quartz Carpet to be laid so that it falls towards existing drains on the balcony; and

(e) Demolish internal walls and internal columns and install steel support columns and beams in accordance with a report by Waddington Consulting Pty Limited dated 7 June 2012 and drawings numbered 10429 S1.00 Revision B and 10429 51.01 Revision B dated June 2012, as amended by plan A-6000 Issue 3 copies of which are annexed to the notice of meeting at which this motion is to be considered;

all in accordance with the plan, drawings, notes and annexures "D" and "E", which are annexed to the notice of meeting at which this motion is to be considered.

B. RIGHTS

(i) Subject to the conditions in paragraph C of this by-law, the Owner will have:

(a) a special privilege in respect of the Common Property to attach and affix the Works to and on the Common Property and keep them so attached and affixed; and

(b) the exclusive use of those parts of the Common Property to which the Works are directly attached or affixed.

C. CONDITIONS

Bond

(ii) Prior to commencing the Works, the Owner shall pay to the Owners Corporation a bond of $5,000, which may be used by the Owners Corporation in accordance with Conditions (xviii), (xix) and (xx) below.

Repair and Maintenance

(iii) Subject to the terms of this by-aw, any amendment of the bylaws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall ·continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Common Property.

(iv) The Owner must properly maintain and keep the Common Property to which the Works are directly attached in a state of good and serviceable repair.

(v) The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before commencing the works

(vi) Before starting the Works, the Owner must provide the Owners Corporation with:

(a) a copy of a certificate of insurance relating to the Works under Section 92 of the *Home Building Act 1989*; and

(b) 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);

(c) if the Works are not an exempt development within the meaning of State Environmental Planning Policy (Exempt arid Complying Development Codes) 2008, a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes, and for that purpose, the Owners Corporation shall execute under seal any development application required to be lodged by the Owner under the *Environmental Planning & Assessment Act 1979* provided such development application seeks approval of the Works as defined in clause A(vi) above;

(d) a copy of any requisite construction certificate for the works, under Part 4A of the *Environmental Planning & Assessment Act 1979*;

(e) if the Works are if the Works are an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the Owners Corporation shall execute under seal any complying development application required to be lodged by the Owner under the *Environmental Planning & Assessment Act 1979* provided such complying development application seeks approval of the Works as defined in clause A(vi) above; and

(f) a dilapidation report as to the condition of the Common Property adjacent to Lot 33, the roof membrane above Lot 33, and the condition of Lots 26, 27, 32 and 34, at the Owner's cost.

Performance of Works

(vii) In performing the Works, the Owner must:

(a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;

(b) comply with the Building Code of Australia and all pertinent Australian Standards, including in relation to the laying of all waterproofing membranes;

(c) notify the Owners Corporation immediately when any waterproof membrane has been laid, and provide access to the Owners Corporation's nominated engineer to inspect the waterproof membrane prior to laying any new tiles over the membrane;

(d) carry out all works in accordance with the structural notes contained on drawings numbered 10429 51.00 Revision A and 10429 51.01 Revision A dated June 2012, as amended by plan A-6000 Issue 3;

(e) not allow the obstruction of reasonable use of the Common Property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;

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

(g) use wall covers in any lift which is to be used for the purpose of transporting construction materials, equipment and debris during the course of the Works and clean the lift immediately of any dirt or debris generated by the Works;

(h) not permit tradespersons to carry out the Works to park on Common Property except as permitted in writing by the Executive Committee;

(i) move construction materials, equipment, tools and debris through the car park and not through the foyer or lobby of the building;

(j) remove all debris generated by the Works regularly from the building and do not store it on common properly or leave it in the Owners Corporation's rubbish bins unless prior approval to do so is given in writing by the Executive Committee.

(k) protect all areas of the building outside Lot 33 from damage by the Works or by the transportation of construction materials, equipment, tools and debris;

(l) keep all areas of the building outside Lot 33 dean and tidy throughout the performance of the Works;

(m) only perform the Works between the hours of 8:00 am and 4:00 pm from Monday to Friday and between the hours of 8:00am and 12 noon on Saturday (excluding public holidays);

(n)provide 24 hours prior notice in writing to the occupiers of all Lots of the proposed use of any percussion tools, by placing a notice on the Owners Corporation's noticeboard;

(o) only carry out work involving the use of drills, hammers, chisels, concrete saws or percussion tools between the hours of 8:30 am and 4:00 pm from Monday to Friday, excluding public holidays, and shall not carry out such works on Saturday.

(p) provide the Owners Corporation and its nominated engineer with access to Lot 33 to inspect the Works and report to the Owners Corporation on the nature and progress of the Works and to provide an engineering certificate in relation to the Works, and the Owner shall pay all costs of the inspection and certificate;

(q) not lay any floating timber flooring, or hard flooring of any kind in any room other than a kitchen, laundry, lavatory or bathroom;

(r) immediately stop work if directed to do so by the Owners Corporation's nominated engineer if that engineer determines that the works are not being carried out in accordance with the by-law, or are likely to cause damage to Common Property or the property of the owners of other Lots, and in that event, the engineer shall provide a report about the work that is to be carried out to remedy any damage that has been or is likely to be caused by the Works, and the Owner shall comply with the requirements of that report immediately, at his cost, and shall pay for the inspection and preparation of all reports by the Owners Corporation's nominated engineer; and

(s) if the Works will require any interruption to the provision of water, sewage, gas, electricity, television or telephone services to any Lot other than the Owner's Lot, at least 24 hours prior notice of the interruption shall be provided to all other occupiers of the building, by placing a notice on the Owners Corporation's noticeboard which sets out the nature of the proposed interruption and the dates and times during which the interruption is expected to occur.

After the Works

(viii) Within 7 days of completion of the works, the Owner must provide to the Owners Corporation a diagram showing the location of all altered plumbing and drainage servicing the Lot and a copy of all warranties relating to all waterproofing membranes.

(ix) Within 21 days after completion of the works, the Owner must provide the Owners Corporation with a copy of any requisite compliance certificate for the Works under Part 4A of the *Environmental Planning & Assessment Act 1979*.

After completion of the Works

(x) Within 7 days of completion of the works, the Owner shall, at his cost, provide the Owners Corporation with a certificate from the Owners Corporation's nominated engineer, addressed to the Owners Corporation. certifying that the works have been carried out in accordance with the report by Waddington Consulting Pty Limited dated 7 June 2012 and drawings numbered 10429 51.00 Revision A and 10429 51.01 Revision A dated June 2012, as amended by plans A-6000 Issue 3, and that the structural integrity of the building will not be undermined by the works, and in the event that such a certificate cannot be issued by that engineer until further works are carried out, the Owner shall immediately carry out all further works as directed by that engineer until in order for that engineer to issue such a certificate.

(xi) During the course of the Works, the Owner shall provide the Owners Corporation and its nominated engineer with access to the Lot to inspect the Works and report to the Owners Corporation on the nature and extent of the Works and to provide an engineering certificate in relation to the Works, and the Owner shall pay all costs of the inspection and certificate.

(xii) The Owner, at his own expense, must comply with any requirement or order of the local Council, other statutory authority, or Tribunal or Court having jurisdiction, relating to the Works.

(xiii) In the event that the Owners Corporation requires access to any pipes or any part of the membrane below the balcony of Lot 33 for the purpose of investigating the condition of, or repairing, maintaining, renewing or replacing any part of the Common Property, the Owners Corporation shall be permitted to lift some or all of the Quartz Carpet if necessary, and in that event, the Owner shall be liable for the cost of supplying and delivering any replacement Quartz Carpet or other floor covering which the Owner wishes to have laid after the completion of the investigation, repair, maintenance, renewal or replacement of Common Property, and the Owners Corporation shall be liable for the cost of laying the floor covering chosen by the Owner, and the Owners Corporation shall be entitled to have that work performed by a licensed trades person of its choice. For avoidance of doubt, if the Owner requires the whole of the balcony floor covering to be replaced in order to achieve a consistent and uniform finish after completion of investigation, repair, maintenance, renewal or replacement of Common Property by the Owners Corporation, the Owner shall pay for the removal and disposal of that part of the Quartz Carpet not lifted by the Owners Corporation, and the supply and delivery of sufficient floor covering (such as tiles or Quartz Carpet) to cover the whole of the balcony floor, and the Owners Corporation shall pay for the laying of that floor covering on the whole of the balcony of Lot 33.

Damage

(xiv) The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

Indemnity

(xv) The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

(xvi) If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:

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

(b) enter upon any part of the parcel to carry out that work; and

(c) recover the costs of carrying out that work from the Owner.

(xvii) The Owner hereby consents to the Owners Corporation, by its servants and agents, having access to the Lot for the purpose of condition (xv) above.

(xviii) All costs incurred by the Owners Corporation pursuant to condition (xv) above, if not paid at the end of one month after becoming due and payable by the Owner, shall bear until paid, simple interest at an annual rate of 10%, or such other rate as is prescribed from time to time by the *Strata Schemes Management Regulation 2010*, or such regulation as supersedes that Regulation.

(xix) The Owners Corporation may recover as a debt any costs not paid at the end of one month after they become due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

(xx) The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the Owner of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.

(xxi) The Owners Corporation must pay any residue of the bond to the Owner within 28 days of receiving written notice from the Owner that the Works have been completed provided no notice of any damage has been received by it as at that date.

(xxii) The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any damage caused by the Works to the property of the Owners Corporation or the owner or occupier of another lot in the strata scheme.

Costs of by-law

(xxiii)The Owner must pay for the preparation and registration of this by-law and must meet all reasonable expenses of the Owners Corporation incurred in convening a meeting at which this motion is to be considered.

Special by-law no. 2 – Existing works and authorised works in lot 7

(passed 30 October 2017)

Existing Works - Rights

1. The owners' corporation agrees that:

   a. the Existing Works have been installed or effected by or on behalf of the Owners of the Lot; and

   b. on the conditions set out in this by-law, the Owner shall have a special privilege to keep and maintain the Existing Works and a right of exclusive use and enjoyment of that part of the common property affected by the Existing Works.

2. The Owner (including any contractor carrying out work on behalf of the Owner) must have installed under the tiles in the new bathroom and laundry affected by the Existing Works, waterproof membrane system or systems of a type reasonably satisfactory to the strata committee.

3. The owner's corporation agrees that for the purpose of the Existing Works the Owner has:

   a. obtained and provided to the strata committee the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that the Existing Works as effected in the Lot will not adversely affect the structural integrity of the building or any part thereof;

   b. provided to the strata committee details of the waterproof membrane installed by the Owner's contractor under the tiles in the bathroom, kitchen and laundry subject of the Existing Works;

   c. provided to the strata committee a copy of the warranty of the contractor who installed the waterproof membrane system or systems.

4. For the purpose of the Existing Works, the Owner must comply with the conditions of this by-law other than those contained in clause 7.

Authorisation of Works- Rights

5. On the conditions set out in this by-law, the Owner of the Lot shall have a special privilege in respect of the common property to carry out Authorised Works and a right of exclusive use and enjoyment of that part of the common property affected by the Authorised Works.

Definitions

6. For the purposes of this by-law:

"**Authorised Works**" means the installation of an external condenser unit on the balcony of the Lot and installation of an internal air dispersal unit on the common property wall inside the lounge/dining area of the Lot including affixing to the common property as required and any ducting, wiring and trunking and incidental works thereto.

"**Council**" means Northern Beaches Council;

"**Existing Works**" means:

a. Removal of the existing tiles and waterproofing (if applicable) in the bathroom and laundry and installation of new tiles and waterproofing in the bathroom and laundry;

b. Removal of the existing flooring in the kitchen and installation of new tiles in the kitchen;

c. Installation of a false ceiling to the ceiling of the lounge/dining including attaching to common property ceiling as required;

d. Removal of approximately one meter of non-load bearing wall from around the existing doorway between the kitchen and lounge room;

e. Installation of a false wall in the lounge to hide a v-shape between the kitchen and laundry; and

f. all incidental works thereto.

"**Lot**" means lot 7 in Strata Plan No. 43918;

"**Owner**" means the owner of Lot for the time being in Strata Plan No.43918.

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

Conditions - Other Rights and Obligations

7. Prior to undertaking Authorised Works, in addition to any other requirements under this by-law, the Owner must obtain and provide to the strata committee:

a. the certificate of currency of the insurance policy of the contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the strata committee for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation;

b. any plans, drawings, certificates and/or warranties relevant to the Authorised Works as required by the strata committee acting reasonably.

8. In carrying out the Existing Works and/or Authorised Works, the Owner must:

a. ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;

b. ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;

c. ensure that the works are carried out substantially in accordance with the plans, drawings and specifications provided to the strata committee and, if Council approval is required, as approved by the Council;

d. not materially amend or vary the plans, drawings and specifications without the approval in writing of the strata committee and, if required, the Council;

e. take reasonable precautions to protect all areas of the building outside the Owner's lot from damage by the works;

f. ensure that all construction materials, equipment, debris and other material associated with the works is transported over common property in the manner reasonably directed by the strata committee and that no construction materials, equipment, debris and other material associated with the works is deposited on the common property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the strata committee for the use and siting of a rubbish skip or dump bin;

g. ensure that all areas of the complex outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;

h. ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;

i. ensure that the works are only performed between the hours of 8.00am and 4.00pm Monday to Friday, 8.00am to 1.00pm on Saturday and not at all on Sunday or any public holiday.

j. ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, their employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;

k. ensure that the works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;

l. ensure that neither the Owner nor the Owner's contractor, their employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;

m. ensure that any damage caused by the Owner or the Owner's contractor, their employees, servants or agents in the performance of the works is made good within a reasonable period after that damage occurs;

n. ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within two months of their commencement or such longer period of time as the strata committee, acting reasonably, permits.

9. The Owner must within 28 days of completion of the Authorised Works provide to the strata committee any certificate or report required by this by-law and must notify the strata committee in writing of the completion of the works.

10. If the approval of the Council is required to carry out any Authorised Works, on completion of the work the Owner must provide the strata committee with a certificate that the works comply with the conditions of any Council approval.

Maintenance of the Works

11. The Owner must, at the Owner's cost, maintain the fixtures and fittings installed in the course of the Existing Works and Authorised Works in a state of good and serviceable repair and must renew or replace those fixtures and fittings when necessary.

12. The Owner must properly maintain and keep the Existing Works and Authorised Works and the common property to which they are attached in a state of good and serviceable repair.

13. For the avoidance of doubt, if at any time there is leakage from the bathroom and/or laundry being part of the Existing Works so that there is water leaking beyond the boundary of the Lot, the Owner must:

a. repair the flooring, waterproof membrane and any part of the substrate necessary properly to rectify the water egress from the new bathroom and/or laundry in the Lot;

b. repair and reinstate any part of the common property and any other lot damaged by the water egress from the Owner's bathroom and/or laundry;

c. carry out such further works as may be reasonably required by the owners corporation's appointed expert to ensure that any common property and/or lot property belonging to another owner is repaired and reinstated.

Cost and Risk of the Works

14. The Existing Works and Authorised Works (including their repair, maintenance, replacement or removal) have been and will be undertaken at the cost and risk of the Owner.

15. The Owner shall bear the costs of the owners corporation including the costs where required for the preparing, making, registering, implementing and enforcing any by-law.

Liability and Indemnity

16. The Owner is liable for any damage caused to any part of the common property, and any lot (including the Lot), or other property arising from the Existing Works and/or Authorised Works and will make good that damage immediately after it has occurred.

17. The Owner indemnifies the owners corporation and each other owner and occupier against any legal liability, loss, damage, cost, charge, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Existing Works and/or Authorised Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Right to Remedy Upon Default

18. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:

a. carry out all work necessary to perform that obligation;

b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;

c. recover the costs of carrying out that work from the Owner.

19. The costs referred to in clauses 15 and 18(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, strata management fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.

20. If the costs referred to in clauses 15 and 18(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special by-law no. 3 – Authorisation of building works in lot 3

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 3 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Bathroom works

(a) Removal of the existing fittings and fixtures from the bathroom and installation of new fittings and fixtures including but not limited to shower screen, vanity and tap ware;

(b) Removal of the existing floor and wall tiles and installation of new floor and wall tiles;

(c) Removal of the existing wall sheeting and sand cement screed and installation of new wall sheeting and sand cement screed;

(d) Patch existing rendering throughout as required;

(e) Installation of new waterproofing to service the bathroom;

Air-conditioning

(f) Installation of a new split system air-conditioning unit to service the main bedroom of the lot including affixing the internal air dispersal unit to the a common property wall of the lot, piercing through the common property wall to install piping, wring and conduit, and installation of an external condenser unit on the balcony floor on a foot and pad system adjacent to the internal unit including affixing floor of the common property (as required), and installation of all piping, wring, cabling, conduit and ancillary fittings and fixtures required;

(g) Installation of a new split system air-conditioning unit to service the living room of the lot including affixing the internal air dispersal unit to the a common property wall of internal to the lot, piercing through the common property wall to install piping, wring and conduit, and installation of an external condenser unit on the balcony floor on a foot and pad system adjacent to the internal unit including affixing floor of the common property (as required), and installation of all piping, wring, cabling, conduit and ancillary fittings and fixtures required.

2. Definitions

For the purposes of this by-law:

"**Council**" means Northern Beaches Council;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

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

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 4 – Authorisation of building works in lot 36 (unit 34)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 36 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works

(a) Removal of the existing fittings and fixtures from the bathrooms (3), laundry and kitchen and installation of new fittings and fixtures including but not limited to joinery, shower screen, bath, vanity, tap ware, oven, cooktop, sink;

(b) Removal of the existing floor and wall tiles and installation of new floor and wall tiles; floor waste outlets to remain unchanged from existing locations;

(c) Removal of the existing wall sheeting and sand cement screed and installation of new wall sheeting and sand cement screed;

(d) Replacement of electric storage water service with gas continuous flow water service flued to exterior balcony;

(e) Patch existing rendering throughout as required;

(f) Installation of new waterproofing to service wet areas other than the kitchen area;

(g) Minor works including internal painting, blinds, curtains, shutters, and carpets.

2. Definitions

For the purposes of this by-law:

"**Council**" means Northern Beaches Council;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) give notice to the Owners Corporation of the commencement date and duration of the Works;

(c) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval; and

(c) Permit access to the Lot to the Owners Corporation to inspect the Works are approved in clause 1.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

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

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Special by-law no. 5 – Renovation of lot 35 (unit 23)

By-law to authorise the owner of Lot 35 (unit 23) to add to, alter and erect new structures on the common property and for exclusive use

PART 1
DEFINITIONS & INTERPRETATION

1.1 In this by-law:

(a) **Authority** means any relevant government, semi-government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Insurance** means:

(i) contractors all risk insurance with an authorised insurer (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);

(i) insurance required under the *Home Building Act 1989*, which if permitted by the insurer must note the Owners Corporation as an interested party; and

(ii) workers compensation insurance as required by law.

(c) **Lot** means Lot 35 (unit 23) in strata scheme 43918

(d) **Owner** means the owner of the Lot from time to time.

(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 43918

(f) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

(g) **Works** means the works to and associated with the Lot as set out in scope of works and the plans.

(h) **Exclusive Use Area** means the common property areas reasonably required to keep the Works and includes the combined new, old and redundant piping in the en-suite, bathroom and kitchen areas that will be covered by new flooring and walling following completion of the Works as well as alteration to internal non load bearing, non structural walls.

1.2 In this by-law a word which denotes:

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

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and

(d) references to legislation includes references to amending & replacing legislation.

PART 2
GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3
CONDITIONS

PART 3.1
Before commencement

3.1 Before commencement of the Works the Owner must:

(a) obtain all necessary approvals required by law from any Authorities and provide a copy to the Owners Corporation;

(b) if applicable, provide a complete copy of the development application to the Owners Corporation to provide their written consent;

(c) if applicable, provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent;

(d) if applicable, provide a final copy of the construction certificate plans stamped by council or the private certifier (as applicable) to the Owners Corporation;

(e) any application for consent from Council or a private certifier must include a copy of the by-law and state that it seeks a condition that the consent be subject to the conditions of this by-law;

(f) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;

(g) register this by-law in accordance with section 48 of the *Strata Schemes Management Act 1996* at the Registrar-General's Office;

(h) provide a report from a suitably qualified acoustic expert in regard to the acoustic adequacy of the proposed flooring and treatment to the flooring; and

(i) provide a report to the Owners Corporation from a suitably qualified structural engineer in regard to the effect of the Works on the structural integrity of the building.

PART 3.2
During construction

3.2 Whilst the Works are in progress the Owner must:

(a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with all Standards and the law;

(c) use reasonable endeavours to cause as little disruption as possible;

(d) perform the Works during the times of 8am to 12 noon and 1pm to 4pm Monday to Fridays and 8am to 12 noon Saturdays (excluding public holidays) or any other time reasonably approved by the Owners Corporation;

(e) perform the Works within a period of 6 months from their commencement or such other period as is reasonably approved by the Owners Corporation;

(f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

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

(h) keep all affected areas of the common property outside the Lot clean and tidy, and remove all debris;

(i) where any work undertaken includes waterproofing (or should include waterproofing in the executive committee's reasonable opinion) then the Owner or Occupier must ensure that at the Owner's or Occupier's own cost:

> (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
>
> (ii) they produce to the Owners Corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the executive committee;

(j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this obligation is breached the Owner must rectify that interference or damage within a reasonable period of time; and

(k) not vary the Works without first obtaining consent in writing from the Owners Corporation.

PART 3.3
After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

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

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

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

(d) provide the Owners Corporation with a report from a suitably qualified acoustic expert in regard to the acoustic adequacy of the flooring and treatment to the flooring within the Lot;

(e) provide the Owners Corporation with certification from a suitably qualified engineer(s)

(f) approved by the Owners Corporation that the Works including the installation of all support beams and the construction of walls have been completed in accordance with the terms of this by-law and in accordance with all Standards; and

(g) if applicable, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

PART 3.4
Enduring rights and obligations

3.4 The Owner:

(a) must ensure that the flooring of the Lot is treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;

(a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

(c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;

(e) remains liable for any damage to lot or common property arising out of the Works; must make good any damage to lot or common property arising out of the Works;

(f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and

(g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

SCOPE OF WORKS

1. Renovate existing ensuite and main bathroom, plumbing to remain in current locations

2. Move two internal doorways to make better, more efficient use of space - no structural walls to be removed

3. Renovate existing kitchen including new flooring

4. Install upgraded air-conditioning unit

5. Install new carpet to living areas only

6. Minor electrical changes

Special by-law no. 6 – Authorisation of building works in lot 9

1.Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 9 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Scope of works

(a) Removal of the existing fittings and fixtures from the kitchen and installation of new fittings and fixtures;

(b) Removal of the existing kitchen floor and wall tiles and installation of new floor and wall tiles;

(c) Removal of an existing non-loading bearing wall, certified by Omega Project Services, being Consulting Engineers and Chartered members of the Institution of Engineers Australia;

(d) Penetration of Common Property for installation of gas hot water flue outlet.

2.Definitions

For the purposes of this by-law:

"**Council**" means Northern Beaches Council;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3.Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) notice of the commencement date and duration of the Works;

(c) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval; and

(c) Permit access to the Lot to the Owners Corporation to inspect the Works are as approved in clause 1.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

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

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Explanatory Note
An application has been received by the Owners of Unit 9 to renovate their kitchen. Approval in principle has been given by the Strata Committee and a request that the formal approval be presented to the Owners for approval for this Special By Law 6.

Special by-law no. 7 – Authorisation of building works in lot 9

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 9 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Scope of works

(a) Removal of the existing fittings and fixtures from the en-suite bathroom, bathroom, and laundry (together "the Rooms"), and installation of new fittings and fixtures in existing floor and/or wall penetrations; and

(b) Removal of the existing floor and wall tiles and installation of new floor and wall tiles in the Rooms; and

(c) Replacement of the waterproof membrane, including AS3740 certification of such works, in the Rooms.

2. Definitions

For the purposes of this by-law:

"**Council**" means Northern Beaches Council;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) notice of the commencement date and duration of the Works;

(c) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete; and

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval; and

(c) Permit access to the Lot to the Owners Corporation to inspect the Works are as approved in clause 1;

(d) Provide the Owners Corporation with appropriate waterproof membrane work AS3740 certification.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

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

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Req:R353283 /Doc:DL AR641462 /Rev:24-Nov-2021 /NSW LRS /Prt:24-Aug-2022 13:41 /Seq:46 of 48
© Office of the Registrar-General /Src:InfoTrack /Ref:20220390

The seal of The Owners – Strata Plan No. 43918
was affixed on 16 November 2021
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: Matilda Halliday

Electronic signature of me, Matilda Halliday affixed by me on 16 November 2021
Strata Managing Agent, Robinson Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature:

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021
Solicitor, Kemps Petersons Legal Pty Ltd

Req:R353283 /Doc:DL AR641462 /Rev:24-Nov-2021 /NSW LRS /Prt:24-Aug-2022 13:41 /Seq:47 of 48
© Office of the Registrar-General /Src:InfoTrack /Ref:20220390

Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional pages to the top left-hand corner.

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 CP/SP 43918

For the common property

(B) LODGED BY

LLPN:136319 KEMPS PETERSON LEGAL PTY LTD
DX 11553 SYDNEY DOWN TOWN
(02) 8216 0443 registrations@kplg.com.au

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
65080	FILE NO: 195944 - ROB	
43918	Reference: 20/08/2021	CH

(C) The Owners-Strata Plan No. certify that a special resolution was passed on

(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. NOT APPLICABLE

Amended by-law No. BY-LAW 9 & SPECIAL BY-LAW 5

as fully set out below: See annexure

(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 43918.

(G) The seal of The Owners-Strata Plan No. was affixed on 16/11/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Matilda Halliday

Electronic signature of me, Matilda Halliday affixed by me on 16/11/2021
Licenced Strata Managing Agent, Robinson Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:
I, Michelle Monica Kumar, as a witness, certify the following matters:
1. This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).
2. I have confirmed the persons identity using an identification document and the document I relied on was a Passport.

Electronic signature of me, Michelle Monica Kumar affixed by me on 16/11/2021
Solicitor, Kemps Petersons Legal Pty Ltd

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

Approved Form 23

Attestation

The common seal of the Owners – Strata Plan No 43918 was affixed on 16 November 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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Signature:

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021
Solicitor, Kemps Petersons Legal Pty Ltd

northern
beaches
council

Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 20220390
Date: 24/08/2022
Certificate No. ePLC2022/05594

Address of Property: 2/6-12 Pacific Street MANLY NSW 2095
Description of Property: Lot 2 SP 43918

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

Manly Local Environmental Plan 2013

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

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

SEPP 65 – Design Quality of Residential Apartment Development

SEPP (Building Sustainability Index: BASIX)

Wholly Affected - State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 2
State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 10

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:

Manly Development Control Plan 2013

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.

FORESHORE SCENIC PROTECTION AREA
Zone R3 Medium Density Residential

(b) Land uses for land within Zone R3 that can be carried out without development consent:

Home based child care; Home occupations.

(c) Land uses for land within Zone R3 that can be carried out only with development consent:

Attached dwellings; Boarding houses; Boat sheds; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation Facilities (indoor); Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Service stations; Shop top housing; Signage; Take away food and drink premises; Tourist and visitor accommodation; Water recycling facilities; Water supply systems.

(d) Land uses for land within Zone R3 that are prohibited:

Advertising structures; Farm stay accommodation; Water treatment facilities; Any development not specified in items (b) and (c)

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:

Refer to Schedule 1 of Manly Local Environmental Plan 2013.

Employment zones reform implementation
On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the Planning Portal.

(e) Minimum land dimensions

The *Manly Local Environmental Plan 2013* 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.

b) Rural Housing Code

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

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.

i) Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

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 affected by a road widening or re-alignment proposal under a resolution of Council. See Council Policy C150. Corner Splays - Acquisition of Corner Splays.

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):

Acid Sulfate Soils - Class 4
This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Manly Local Environmental Plan 2013* (MLEP 2013). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the MLEP 2013.
Geotechnical Risk (Landslip)
Development on all of the land is affected by Clause 4.1.8 - *Manly Development Control Plan 2013.*
Contaminated Lands
Council has adopted a contaminated land policy which may restrict the development of land. This policy is expressed to apply when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use.

(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:

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

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 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* 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

24/08/2022

Sydney WATER

Sewer Service Diagram

Application Number: 8001901786

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Manly (Manly) **No.** 236800 RURAL

SYMBOLS AND ABBREVIATIONS

☐	Boundary Trap	☒ R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	—	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
⊟ G.I.	Grease Interceptor	○ VERT.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊠	Gully	○ V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	○ S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

SCALE: 40 FEET TO AN INCH.

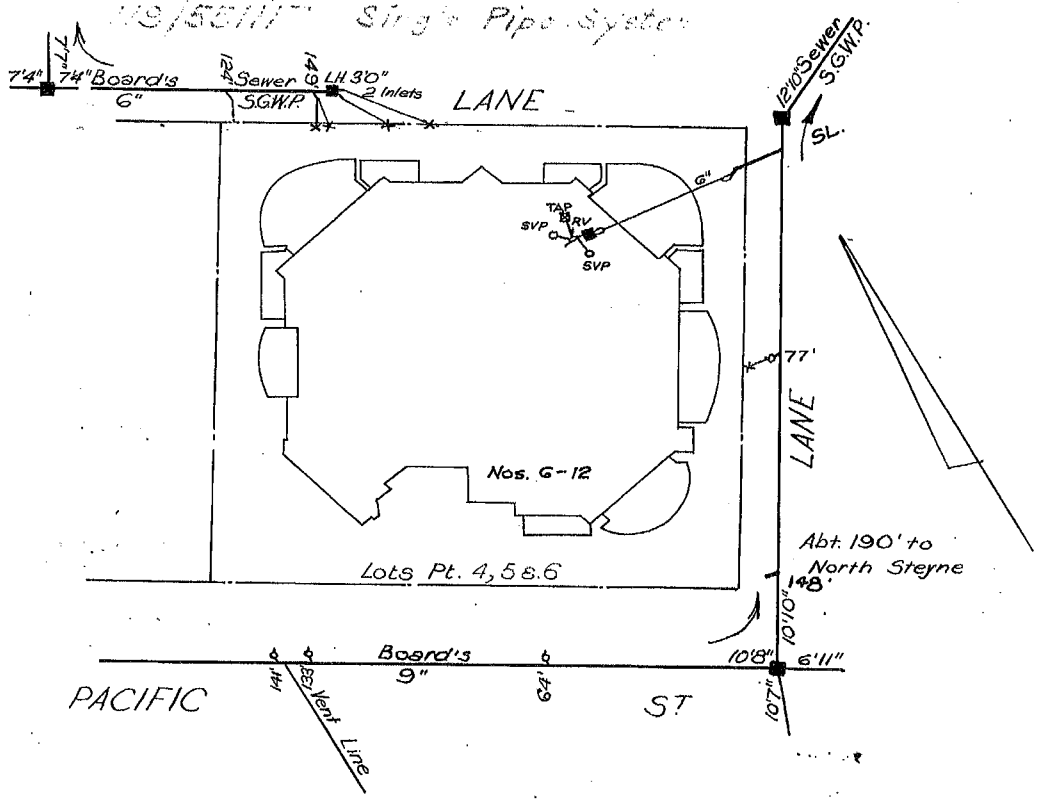
CHECK FOR SURCHARGE CONDITIONS

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

58/11994

Single Pipe System



RATE No ..... W.C.s..... U.C.s..... ..... 19 .....

SHEET No. 2514 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE	DATE	BRANCH OFFICE	PLUMBING	DATE
Supervised by ..... Inspector	/ /	Date / /	Supervised by ..... Inspector	/ /
Examined by ..... Chief Inspector	/ /	Outfall NS. HL LL	008'556 143 510	
		Drainer	016'720 909 081	
		Plumber	016'721	
Tracing-Checked	/ /	Boundary Trap is/~~[illegible]~~ required.	016'722	

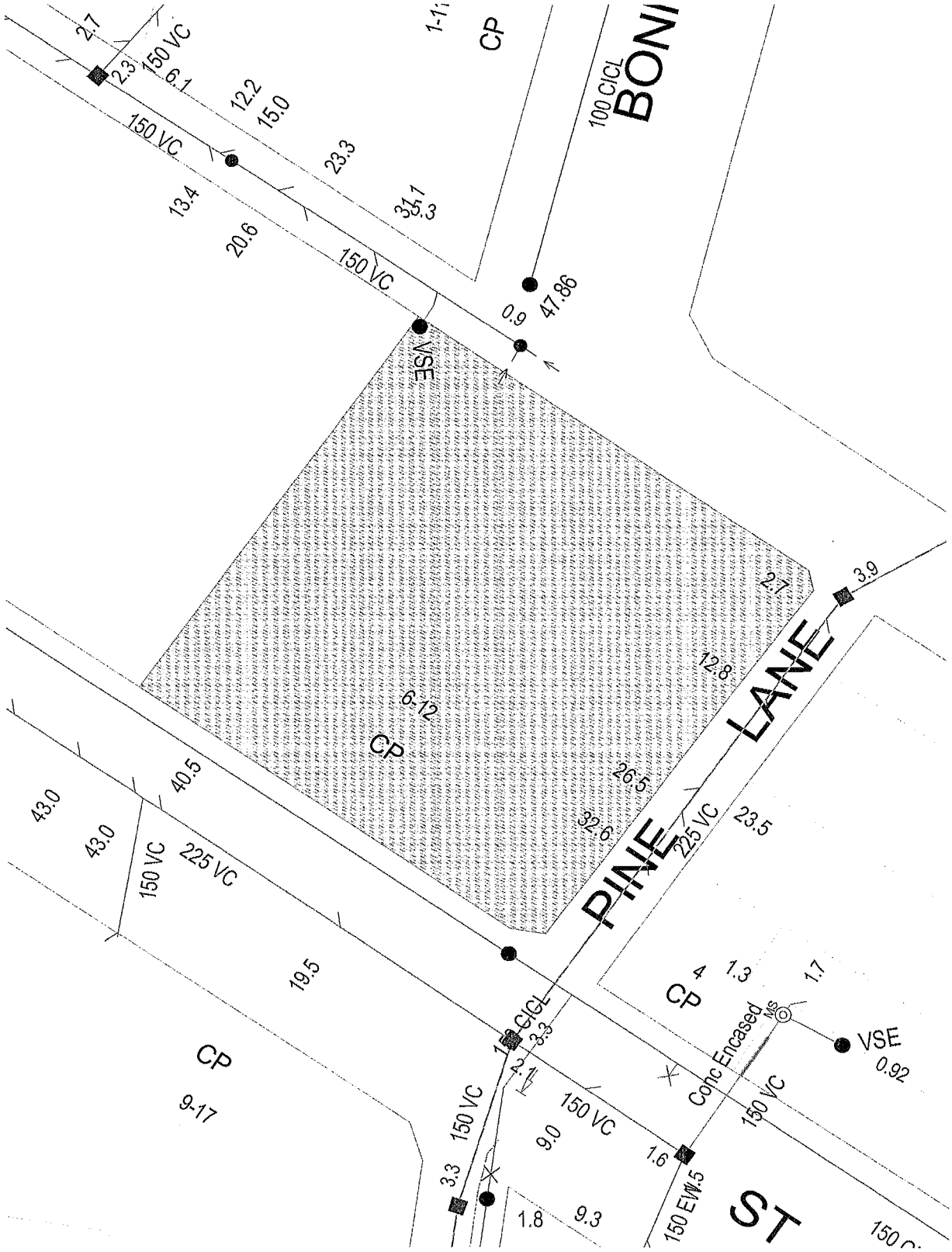
Document generated at 24-08-2022 01:51:20 PM

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

Sydney WATER

Service Location Print

Application Number: 8001901790



Document generated at 24-08-2022 01:51:15 PM

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

Sydney WATER

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaift EDUCT — VS2
- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 10.6
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

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

Vacuum Sewer

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

Stormwater

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

Property Details

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

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

Water

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

Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main

Symbols for Private Mains shown grey

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

Sydney WATER

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)

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**.

NSW GOVERNMENT | Revenue

Enquiry ID	3778224
Agent ID	81429403
Issue Date	24 Aug 2022
Correspondence ID	1751676790
Your reference	20220390

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S43918/2	Unit 2, 6-12 PACIFIC ST MANLY 2095	$538 333

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details

Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au

1300 139 816*

Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.