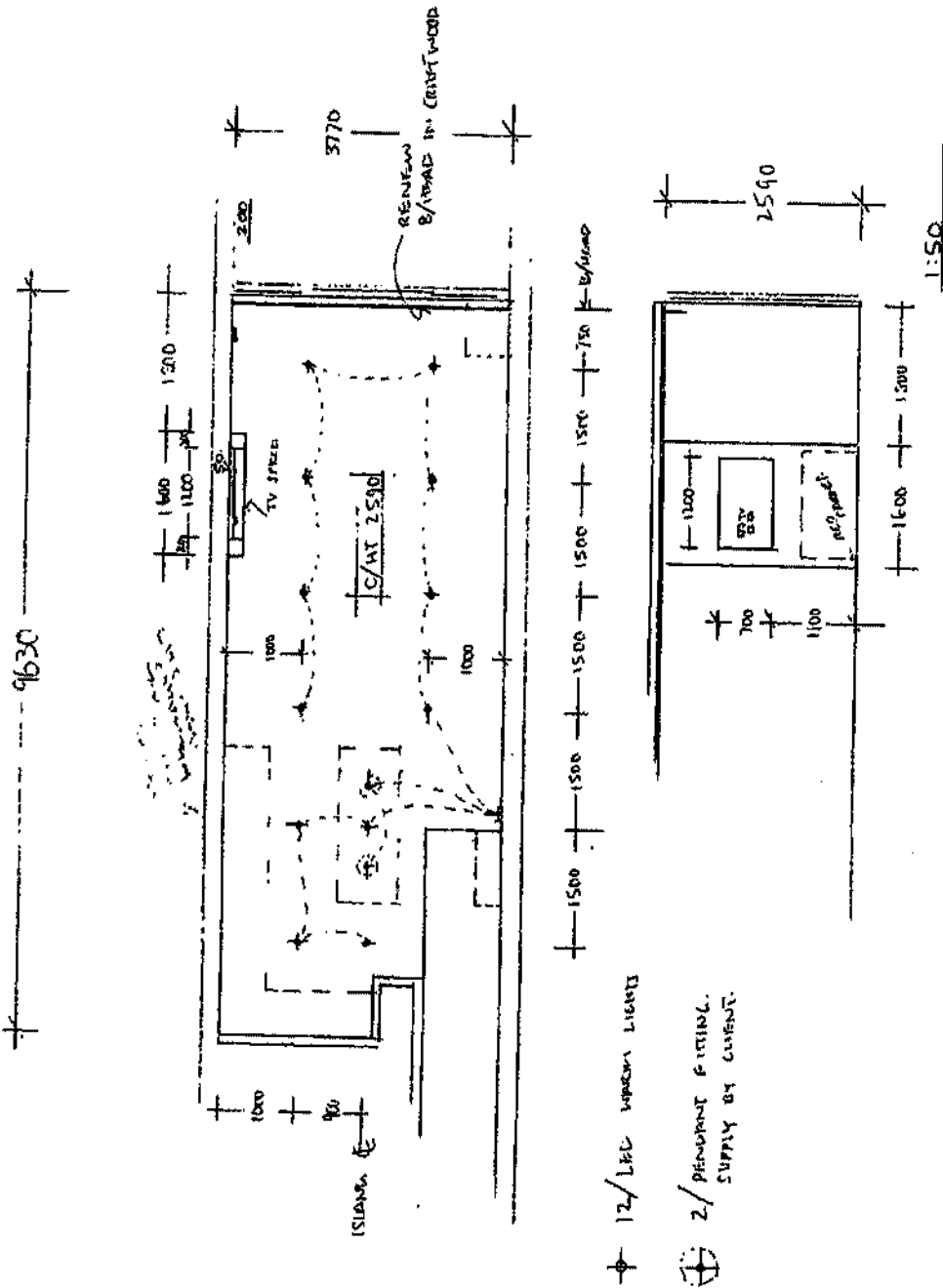


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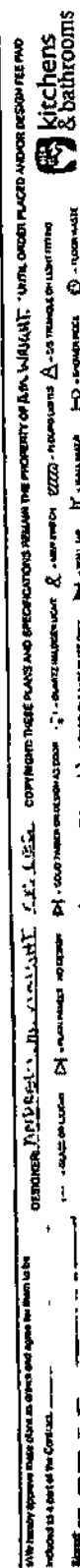


Alex Borzillo  
 B. [Signature]  
 21/09/2017







A circular stamp with the text "THE OWNERS - STRATA PLAN" around the top inner edge and "Common" at the bottom. In the center, it says "No." above the number "67161".



### JOIN AN AWARD WINNING TEAM

Winner HIA NSW 2014 Bathroom Design of the Year  
Winner HIA NSW 2014 Bathroom of the Year/Large Bathroom over 5sqm  
Finalist HIA NSW 2014 Bathroom Design of the Year/Renovations Additions Project under \$200,000  
Finalist KBDI 2014 Designer Awards - Large Bathroom NSW/Design Space  
Finalist HIA 2012 Australian Housing Awards - Bathroom Design of the Year  
Winner HIA NSW 2011 - Bathroom Design of the Year  
Finalist HIA 2009 Australian Housing Awards - Bathroom Project of the Year  
Finalist KBDI 2009 Designer Awards - Small Bathroom NSW/Large Bathroom NSW  
Winner HIA NSW 2008 Kitchen & Bathroom Awards - Bathroom Project of the Year/Small Bathroom under 5sqm  
Winner HIA NSW 2007 Kitchen & Bathroom Awards - Small Bathroom under 5sqm  
Winner HIA NSW 2005 Kitchen & Bathroom Awards - Best Bathroom Designed to a Specific Theme (Traditional)  
Finalist 2004 HIA NSW 2004 Kitchen & Bathroom Awards - Small Bathroom Project  
Finalist 2003 HIA NSW 2003 Kitchen & Bathroom Awards - Large Bathroom Project  
Winner HIA NSW 2002 Kitchen & Bathroom Awards - Large Bathroom Project over 5sqm

### COSTING For your new bathroom/Laundry and Kitchen:

*This quotation is based on plans and specifications as discussed.*

MATERIALS AND LABOUR	(Appendix A)	\$59,850
PRIME COST ITEMS (May vary due to selections)	(Appendix B)	\$ -
SUB TOTAL		\$59,850
GST		\$5,985
TOTAL INVESTMENT (inc GST)		\$65,835

Quotation Date 29/06/2016

Quotation valid until 27/07/2016



BRINDABELLA HOME IMPROVEMENTS - ABN: 59118548697  
BUILDERS LICENCE NUMBER: 184211C  
Email: info@brindabellahomeimprovements.com.au  
Web: www.brindabellahomeimprovements.com.au  
Telephone: 1300 794 488 Fax: (02) 9674 3533  
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B. H.  
21/09/2017





## APPENDIX A – SPECIFICATIONS

### A. PRELIMINARY DESIGN & SELECTIONS

#### 1. APPOINTMENTS

- a. Initial two-hour in-house appointment with the designer/builder to De Brief
- b. Second two-hour in-house if required with designer/builder to view detailed plans and elevations, and discuss bathware selection.

#### 2. CHECK MEASURE

- a. Comprehensive check measure appointment with designer, project manager and assistant to attend.
  - i. All selections are checked and documented including
    - Water mains and water pressure
    - Floor condition in work area
    - Driveway condition
    - Allocated rubbish area
    - Dust prevention
    - Safety switch/power disconnection
    - Keys and access
    - Existing floor level
    - Other aspects specific to the individual project



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B.   
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### 3. ADMINISTRATION SUPPORT

- a. Full office support to manage any administration issue including account reconciliation, management of payment schedule, checking orders etc...
- b. Supplied documentation includes:
  - i. Progress payments – amounts and due dates
  - ii. Specifications and selections – itemised pricing
  - iii. Schedule and timeline – from start to finish

### 4. COMPREHENSIVE PLANS & ELEVATIONS

By others

## B. TRADE WORKS

### 5. ROOM PREPARATION

- a. Walls and Floor: Strip walls to ceiling and strip floor to structural sub floor (to retain minimal step up into the bathroom and laundry) and kitchen and laundry cabinetry.
- b. Ceiling and P50 shadow line: Replace ceilings to bathroom, kitchen, dining and lounge
- c. Supply and install approx. 15Lm of 90mm cove cornice.



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**6. WALL PREPARATION (automatic inclusion)**

- a. Straighten timber studs to reduce bows prior to lining
- b. Replace minor wet rot, dry rot and termite-damaged studs
- c. Assess loose/missing bricks and repair
- d. Level ceiling joist if ceiling removed

**7. LINING/RENDERING**

- a. Walls lined to strip-out height with 6mm virlaboard nailed at 400mm centres
- b. Quality render used with special additives to improve the quality

**8. PLUMBING/DRAINAGE**

- a. Renew plumbing/drainage to accommodate new sanitary items
- b. Layout as per plan and limited to 11 x water moves and 2 x drainage move
- c. Fitting of all taps (mixers or standard), toilet and shower rose
- d. Installation washer and kitchen/laundry mixer

**9. ELECTRICAL (standard inclusions unless otherwise noted on plan)**

- a. Power: 3 x double power point
- b. Ventilation: TBC
- c. Lights:
  - i. General: 20 LED down lights
  - ii. Specific: TBC
  - iii. Basic kitchen
- d. Heating: TBC



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#### 10. CARPENTRY

- a. Trim existing door and adjust existing lock/handle
- b. Refit new solid timber trim work as required (double rebate)
- c. Construct hob dwarf wall and blade wall as required
- d. Install all fittings (towel rail, soap holder, toilet roll holder etc...)
- e. Minor associated works

#### 11. FLEXIBLE SEALANT

- a. Applied to all internal tiled corners and where tiles meet a foreign service

#### 12. WATERPROOFING (Davco K10 or Davco K11 brand)

- a. Davco K10 or Davco K11 brand used – environmentally friendly and non-toxic
- b. Includes subterranean, primers, screed, additives, waterproof membranes, glues, sealers and grout in accordance with Australian Standards AS3740 and AS4858
- c. Australian Standards require two coats; we apply three coats as standard

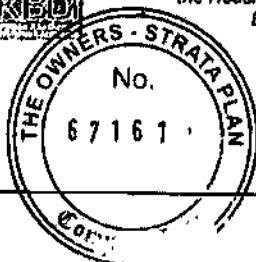
#### 13. TILING

- a. Walls: Ceramic, Vitrified or Rectified to 23m<sup>2</sup>
- b. Floors: Natural stone or Vitrified to 8m<sup>2</sup>
- c. Feature: TBA
- d. Chronographic test: to detect radical free ions if required

#### 14. PAINTING: By Others



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B. J. P  
21/09/2017



## C. ADDITIONAL SERVICES

### 15. CLEANING

- a. The entire bathroom/ensuite is cleaned to a spotless finish ready for handover

### 16. GENERAL

- a. Rubbish: All rubbish is removed from site on strip out day and thereafter stockpiled for removal before completion
- b. On-site Supervisor: Allocated for the duration of your project
- c. Dust control: Tarps, dust sheets, painter's tape etc...
- d. Bathroom Specification Sheet: You will be provided with a detailed list of all work to be completed and all bathroomware items included (including A3 Plans - see point 4 above)
- e. Project Manager: Owner and principal designer John Spiteri project manages every project
- f. Written Schedule: You will be provided with a full, written schedule shortly after check measure

### 17. INSURANCE/WARRANTIES

- a. Home Warranty Insurance: For all work valued at more than \$20,000 we include the cost of Warranty Insurance as required by Department of Fair Trading
- b. Five Year Customer Service & Maintenance Plan: For up to five years after completion, our plan protects you from unexpected maintenance issues and repairs separate to your Product Manufacturer's Warranty and Builder's Warranty



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#### 18. GUARANTEE

- a. Workmanship guarantee as per guidelines from Department of Fair Trading –  
6 years for structural defects/2 years for non-structural defects
- b. PC Items covered by Manufacturer's Warranty

#### 19. CONTRACT

- a. We use a standard Housing Industry Association contract which is a  
requirement for all work where the labour cost exceeds \$1000.00

#### 20. EXCLUSIONS

- a. Gas relocation
- b. Safety switches: as required by law – if a licenced electrician is required an  
extra charge will apply
- c. Structural floor construction
- d. New circuit
- e. Kitchen bulk head
- f. Stone tops



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B. 21/09/2017



## **Special By-Law 28: Lot 216 Works**

### **1. Part 1: Introduction**

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the Strata Schemes Management Act 2015 (NSW).
- (2) The effect of the by-law is to grant the Owner of Lot 216 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the Strata Schemes Management Act 2015 (NSW) and the obligation of the Owner, subject to this by-law, to maintain those works in a state of good and serviceable repair.

### **2. Part 2: Definitions and Interpretation**

- (1) In this by-law:
  - (a) **Approval of Council** means any approval that the Owner is required to obtain for the Works, if any, from all relevant statutory bodies, including Council.
  - (b) **Building** means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
  - (c) **Council** means the state or local government body or planning authority with authority to determine applications under the Environmental Planning and Assessment Act 1979 (NSW).
  - (d) **Hard Surface Flooring** means any flooring that is not carpet or underlay.
  - (e) **Lot 216** means Lot 216 Strata Plan 67616 which is a sub division of Lot 89 in Strata Plan 67161.
  - (f) **Owner** means the owner from time to time of Lot 216.
  - (g) **Owners Corporation** means the owners corporation of Strata Plan 67161.
  - (h) **Strata Scheme** means the Strata Scheme in relation to Strata Plan 67161.
  - (i) **Works** means the works to the Lot and common property described as follows:
    - (i) Remove existing kitchen floor tiles as per Demolition Plan;
    - (ii) Remove all associated rubbish from site;
    - (iii) Supply and install Regupol 4515 9mm underlay to comply with building requirements;
    - (iv) Supply and install adhesive with 10mm Polished Porcelain Marble tiles;
    - (v) Tiles to be Cremo Delicato Lappatto supplied by Alexandria Tiles and Flooring.

**3. Part 3: Grant of Special Privilege in Respect of the Common Property**

- (1) On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

**4. Part 4: Conditions Required Before the Works Commence**

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
- (a) If applicable, a copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
  - (b) If applicable, a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning and Assessment Act 1979.
  - (c) If applicable, a copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989.
  - (d) A copy of a certificate of a duly qualified structural engineer addressed to the Owners Corporation certifying, if required, that the Works will not damage or affect the integrity of the waterproofing.
  - (e) A certificate of currency of insurance for the works of Contractors' All Risks Insurance Cover taken out with a reputable insurer incorporating cover of at least ten million dollars (\$10,000,000), against public risk in respect of claims for death, injury, accident and damage in the course of or by reason of the Works.
  - (f) A certificate currency of insurance for any additional Insurance required to be obtained in accordance with Special By-Law 6 including insurance required under the Home Building Act 1989 (if applicable).
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

**5. Part 5: Performance of the Works**

- (1) In carrying out the Works, the Owner must ensure:
- (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
  - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
  - (c) That appropriately qualified and licenced tradespeople are engaged.
  - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 2 weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.



- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.
- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 4.00 PM Monday to Friday inclusive, Saturday 9.00 AM to 2.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.
- (10) The Owner must comply with the terms and conditions set out in Special By-Law 6, Special By-Law 14 and Special By-Law 19.

**6. Part 6: Requirements following completion of the Works.**

- (1) After completion of the Works, the Owner must provide the Owners Corporation with:
  - (a) If applicable, a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979.

**7. Part 7: Maintenance of the Common Property**

- (1) The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair. The Owner must repair promptly any damage caused or contributed to by 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.
- (2) Subject to clause 7.1 and to any special resolution under s106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

**8. Part 8: Indemnity and Costs**

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.

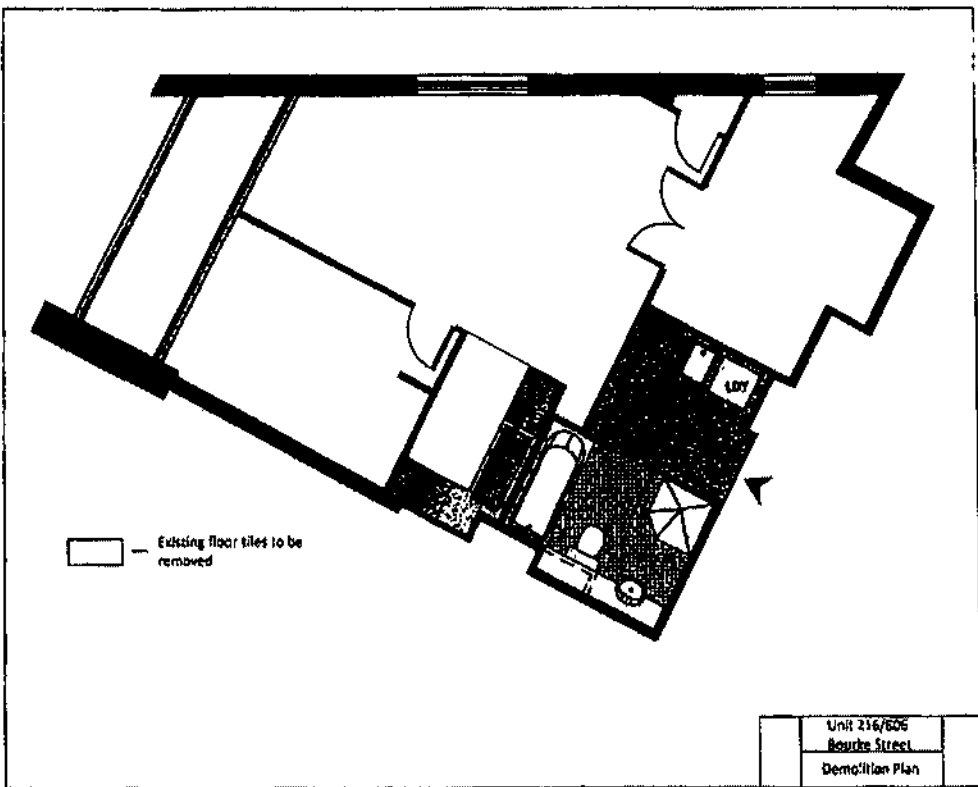
- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

**9. Part 9: Breach of a Term of the By-Law**

- (1) If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
- (2) Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 216 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.
- (3) Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
- (4) The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

**10. Part 10: Existing By-Laws**

- (1) The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161 and in particular Special By-Law 6, Special By-Law 14 and Special By-Law 19.



Alex Borzillo  
*[Signature]*  
21/09/2017



## **Special By-Law 29: Lot 333 Works**

### **(a) DEFINITIONS**

- i. In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
  - (A) **"Act"** means the Strata Schemes Management Act 2015 (NSW);
  - (B) **"Authority"** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot;
  - (C) **"Insurance"** means before and during the removal, repair or replacement of the Works, the licensed contractor has in place:
    - (aa) a Construction Liability Insurance policy providing cover for:
      - Physical loss or damage occurring to the Works whilst in the course of construction to their full value by events such as earthquake, storm, fire, lightning, theft including cover for the removal of debris;
      - The contractor and all sub-contractors against the risk of liability for death, personal injury, accident and property damage to at least \$10 million in respect of any one claim occurring in the course of carrying out the Works (commonly called "public liability risk insurance").
    - (bb) Workers' compensation insurance for employees of the contractor;
    - (cc) Home building insurance for the works pursuant to the Home Building Act 1989 (NSW).
  - (D) **"Lot"** means the lot number referred to in the Schedule;
  - (E) **"Owner"** means the owner for the time being of the Lot including successors in title;
  - (F) **"Works"** means the installation of the Works listed in the Schedule.
- ii. Where any terms are used in this by-law are defined in the Act they will, unless the context indicates otherwise, have the same meaning as those words have in the Act.

### **(b) RIGHTS**

The Owner of the Lot is conferred with the special privilege in respect of the common property to retain the Works SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

#### **i. REQUIREMENT TO PROVIDE**

- (A) The Owner must:
  - (i) If required by the local Council, obtain a s 149A-E building certificate from the Council to validate the construction of the Works and comply with any conditions imposed by the Council; and
  - (ii) indemnify the Owners Corporation in respect of the reasonable costs incurred by the Owners Corporation, if any in dealing with such a request of the Council.

#### **ii. INDEMNITY AND INSURANCE**

At all times, the Owner shall indemnify the owners corporation against the following:

- (A) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works;
- (B) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 122 of the Act or in exercising the power of entry for the purposes of or related to such works.

#### **iii. COMMON PROPERTY MAINTENANCE**

At all times, the Owner must maintain and repair all common property in contact with or affected by reason of the installation of the Works.

#### **iv. APPEARANCE**

The Owner must not keep or allow to be kept upon the Works anything which when viewed from outside the Lot is not in keeping with the rest of the building.

#### **v. OWNER'S FIXTURES**

At all times:

- (A) the Works shall be and remain Owner's fixtures;
- (B) the Owner must maintain:
  - the Works; and
  - the fibreglass roof sheeting of the pergola over the two rooms being the study and the rumpus room

In a state of good and serviceable repair and for this purpose, renew and replace them whenever the owners corporation may reasonably require, as they become worn out, damaged, defaced or inoperable.

vi. DAMAGE

- (A) The Owner is liable and remains liable for any damage caused to any part of the common property or to any other lot in the strata scheme as a result of the maintenance and keeping in a stage of good and serviceable repair of the common property;
- (B) The Owner is liable and remains liable for any damage caused to any part of the common property or to any other lot in the strata scheme as a result of the removal of part or all of the Works;
- (C) The Owner must take all steps necessary to make good damage within a reasonable time after it has occurred.

vii. BEFORE REPAIR OR REPLACEMENT OF THE WORKS

Before repair or replacement of part or all of the Works may occur, the Owner must:

- (A) obtain all necessary approvals from any Authorities and provide a copy to the owners corporation;
- (B) provide a complete copy of the development application and/or complying development certificate application (as applicable) to the owners corporation in order to obtain its written consent to lodge such application (such consent not to be unreasonably withheld or delayed);
- (C) provide a complete copy of the construction certificate application to the owners corporation in order to obtain its written consent to lodge such application (such consent not to be unreasonably withheld or delayed);
- (D) provide a final copy of the construction certificate plans stamped by the local council or private certifier to the owners corporation;
- (E) ensure that they and/or their contractors (as applicable) effect and maintain Insurance and provide a copy to the owners corporation;
- (F) obtain the owners corporation's approval (not to be unreasonably withheld or delayed) for the proposed employees, contractors and agents to be used to perform the Works and to facilitate that approval, the Owner must provide the owners corporation with:

(aa) details of all employees, contractors and agents that the Owner proposes to use to perform the repair or replacement works, including name, contact details and licence number together with a copy of their licence;

(bb) evidence that each employee, contractor and agent has in place the Insurances.

viii. DURING REMOVAL, REPAIR OR REPLACEMENT OF THE WORKS

Whilst part or all of the Works are being removed, repaired or replaced, the Owner must:

- (A) use only duly licensed employees, contractors or agents approved by the owners corporation to conduct the removal, repair or replacement of the Works and supply their contact details (including telephone number) before each of them commences their work;
- (B) ensure any removal, repair or replacement of the Works is conducted in a proper and workmanlike manner and complies with the current National Construction Code of Australia and the Australian Standards and the law;
- (C) use reasonable endeavours to cause as little disruption as possible;
- (D) only perform any removal, repair or replacement of the Works during the times of 7am to 5pm Monday to Friday or such other times as reasonably approved by the owners corporation;

- (E) transport all construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (F) protect all affected areas of the building outside the Lot from damage relating to the repair or replacement of the Works or the transportation of construction materials, equipment and debris;
- (G) keep all affected areas of the building outside the Lot clean and tidy and remove all debris from the building;
- (H) allow a representative of the owners corporation (including contractors and advisers appointed by the owners corporation) to inspect the Lot during the course of such removal, repairs or replacement;
- (I) ensure that the removal, repair or replacement of 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 bylaw and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (J) not vary the repair or replacement of the Works without first obtaining the consent in writing from the owners corporation.

ix. AFTER REMOVAL, REPAIR OR REPLACEMENT OF THE WORKS

After the Works have been removed, repaired or replaced, the Owner must without unreasonable delay:

- (A) notify the owners corporation that the removal, repair or replacement of the Works has been completed;
- (B) notify the owners corporation that all damage, if any, to any lot and common property caused by the removal, repair or replacement of the Works and not permitted by this bylaw has been rectified;
- (C) provide the owners corporation with a copy of any certificate or certification required by an Authority to certify the removal, repair or replacement Works; and
- (D) provide the owners corporation with proof that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this bylaw.

x. INDEMNITY

The Owner must keep the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property or other property or person insofar as such injury, loss or damage arises out of:

- (A) the failure to maintain and keep in a state of good and serviceable repair the common property; and
- (B) the removal, repair or replacement of part or all of the Works.

xi. REASONABLE EXPENSES

- (A) The owner must pay the following reasonable expenses of the owners corporation:
  - If necessary to be engaged, the lawyer of the owners corporation to review Annexure "A" and this by-law up to a maximum total of \$550.00;
  - those of the strata managing agent for the owners corporation up to a maximum of \$330.00;
  - If no review is done by the lawyer, the registration of this bylaw at the Registrar General's Office up to a maximum total of \$450.00;
  - the costs of the owners corporation and the strata managing agent to update the by-law records of the owners corporation in order to achieve a consolidated version thereof up to a maximum total of \$220.00.
- (B) If each of the above expenses are not paid by the owner within 28 days of receiving an itemised tax invoice as to the expenses claimed, the owners corporation may recover the expenses from the owner under the Act as if it were an amount of unpaid contributions.

xii. BY-LAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 122 of the Act carry out such condition, may enter upon any part of the parcel and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

**SCHEDULE**

**LOT NO.**

333 in SP 68677 (which strata plan is a strata plan of subdivision registered in respect of Lot 261 in SP67616) shown on sheets 19 & 20 thereof and marked "A1"

**DESCRIPTION OF WORKS**

**(1) Level 9 - Rumpus room (W side) - works done internally**

- (a) removal of 2 x glass panel doors separating the rumpus room and terrace lobby and replace with:
  - 2 x fixed timber panels; and
  - one timber sliding door.
- (b) installed vertical 6"(w) gyprock bracket on the (N) side of the rumpus room entrance doorway from where glass panels were taken out (for appearance purposes);
- (c) installed wooden tiles on top of one existing column for appearance;
- (d) installed new light switch and 2 x wall light fittings at the top of the wooden tiles;
- (e) installed new gyprock ceiling below the existing fibreglass sheeting pergola roof which fibreglass remains and is above the new gyprock ceiling;
- (f) installed 4 x panels of floor to ceiling aluminium bi fold doors at (S) side of rumpus 3.580m(L) for enclosure thereof;
- (g) laid new floor tiles throughout this room on top of existing floor tiles;
- (h) installed 2 sets of built-in wardrobes and shelves on each side of (c) above;
- (i) installed internal unit of a split system air conditioner to existing internal (W) wall (and condenser unit at (W) side of open terrace);
- (j) installed roller blinds.

**(2) Level 9 - Study room (E side) - works done internally**

- (a) installed a floor to ceiling aluminium framed glass window 2.66m(L) for enclosure thereof;
  - (b) installed new gyprock ceiling below the existing fibreglass roof of the pergola;
  - (c) installed light switch and ceiling light fitting;
  - (d) laid new floor tiles on top of existing floor tiles;
  - (e) installed built-in sliding 3 panel wardrobe and shelves;
  - (f) installed roller blinds
- whereby in respect of items 1(f) and 2(a) are annexed the following documents:
- the architect plans of NK Architect of October 2016 marked "A2"; and
  - the structural integrity engineering certificate of Boulos Haykal of November 2016 marked "A3".

**(3) Level 9 - Water Feature:** Installed a small water feature on the terrace of level 9 located on the (E) side of the column separating the Rumpus Room and Study room which includes a vertical wooden

timber frame 2m(H) x 1m(W);  
(4) Level 8 - Media Room: Removal of the 3  
sided glass panels that enclosed the small  
area.

**LIST OF ANNEXURES**

- "A1" - Sheets 19 and 20 of SP 68677;
- "A2" - Plan of NK Architect of October 2016;
- "A3" - Engineering Certificate of Boulos Haykal of November 2016.



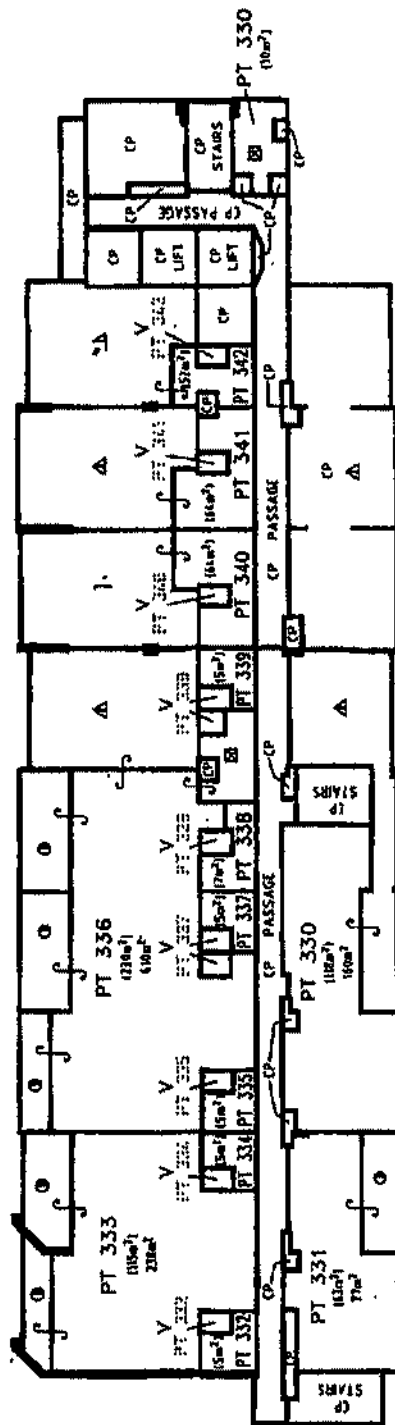
Sheet No. 19 of 24 Sheets

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

FORM 2

SP68677

BUILDING 2  
LEVEL 8



"A1"

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT UNIT

V DENOTES VOID

Δ DENOTES TERRACE

⊗ DENOTES STORE

⊙ DENOTES BALCONY (COVERED)

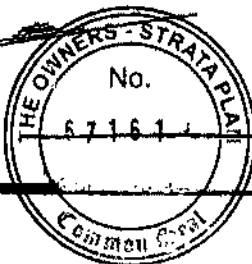
⊕ DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 AND ARE APPROPRIATE ONLY.

Reduction Ratio 1:250

Lengths are in metres

*Way H. H. H.*  
 Surveyor Registered under Surveyors Act 1929  
 General Manager/Authorised Person/Registered-Client



Alex Burgillo

21/09/2017

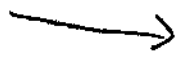
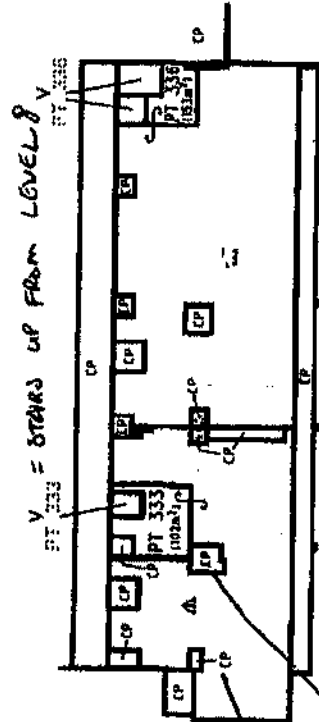
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 20 of 70 Sheets

SP68677

**BUILDING 2  
LEVEL 9**



TO BOTANY BAY

Column

Column

THE STRUTTING OF THE TERRACES IS LIMITED  
 IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE  
 OF THEIR RESPECTIVE CONCRETE BASE EXCEPT  
 WHERE COVERED WITHIN THIS HEIGHT LIMIT

V DENOTES VOID

Δ DENOTES TERRACE

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA MANAGEMENT (DEVELOPMENT) ACT 1973  
 AND ARE APPROPRIATE ONLY.

Reduction Ratio 1:200

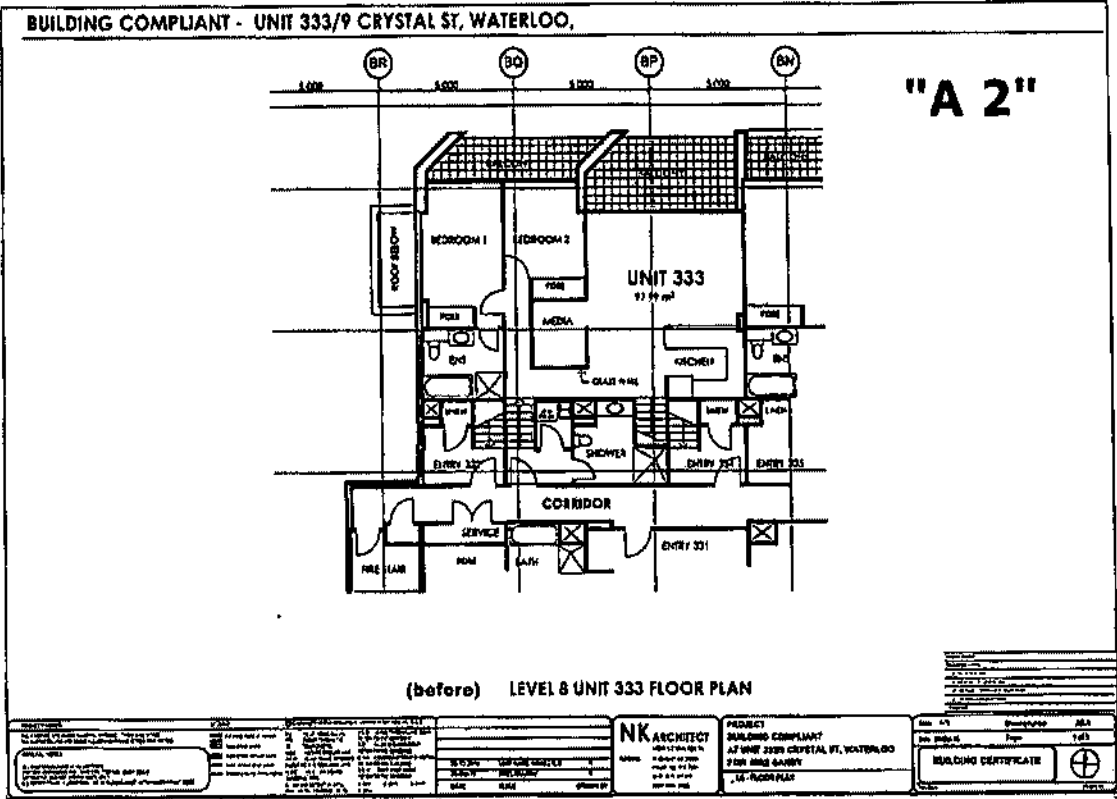
Lengths are in metres

*George Brown*  
 Surveyor Registered under Surveyors Act 1973

*David Thomas*  
 Council Manager/Authorised Person/Notarised-Execution

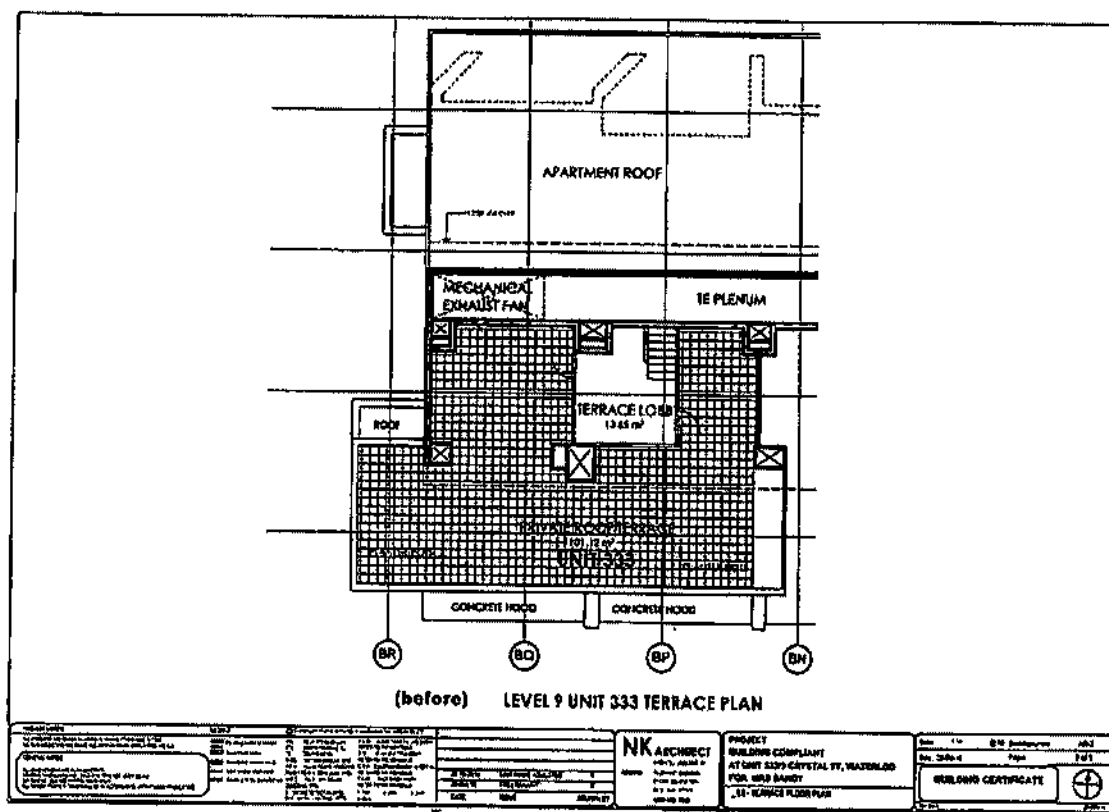


Alex Borgilo  
*B. [Signature]*  
 21/09/2017



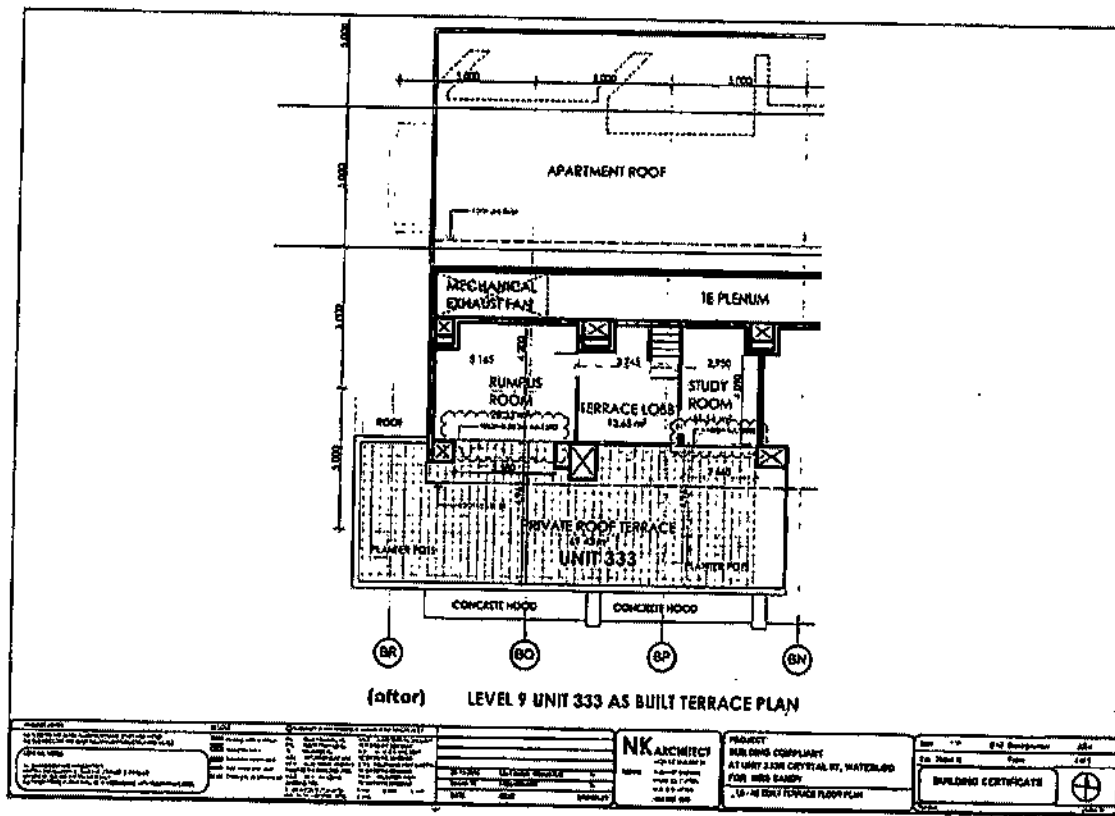
Alex Borgia  
B. Borgia  
21/09/2017





Alex Borzilo  
 B. [Signature]  
 21/09/2017





Alex Burgilo  
 D. J. [Signature]  
 21/09/2017



**"A 3"**

*Boulos Haykal*

*Consultant Civil Engineer, Building & Urban Organization*

Boulos Haykal  
B.E, MIEAust CPEng, NPER  
ACCREDITED CERTIFIER  
M/N 761897  
25 Langtry Avenue  
AUBURN 2144  
(02) 9702 3400

04 November 2016

To Whom It May Concern:

**RE: Structural certificate of unauthorised building works:  
Additions glazing walls to both rooms at the upstairs level 9 of the existing unit.  
At number 333/9 Crystal Street, WATERLOO NSW**

Dear Sir/Madam

I certify that inspection was made by us at the above-mentioned address the installation of the items below:

- Aluminium framed and Glazed bifold doors for rumpus room
- Aluminium framed and Glazed window for study room

I am satisfied that the installation of all items above comply with the structural loading requirements of AS 1170.1-2002 and they are placed and fixed adequately to carry the proposed load and they are all structurally adequate. We are satisfied that the proposed addition of the glazing walls are not load bearing and will not affect the structural integrity of the building.

This certificate shall not construe as relieving any other persons of their legal and contractual obligations.

Kind Regards,

*lp*

Boulos Haykal



Alex Borgio  
*A. Borgio*  
21/09/2017



## **Special By-Law 30 – Raising Terrace Boundary Walls (Lot 148)**

### **Definitions**

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

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

**"Lot"** means Lot 148 within the Strata Scheme constituted upon registration of strata plan 67161.

**"Owner"** means the Owner from time to time of the Lot.

2. Where any terms used in this by-law are defined in the Act they will have the same meaning as those words are attributed under that Act.

### **Authority and Consent**

3. The owner is authorised to add to, to alter and to erect additional brickwork to common property:
- (a) by the erection of additional brickwork on the northern and southern boundary walls forming the terrace within the Lot; and,
  - (b) by carrying out works in accordance with the drawings, specifications and schedule of finishes annexed to and forming part of the minutes for the meeting at which this by-laws was created ("the Works").
4. The Owner shall be responsible at his own expense:
- (a) to maintain in a state of good and serviceable repair (and to repair and to replace when necessary for this purpose) the alterations, additions and new structures and all ancillary components, services and fixings;
  - (b) to comply with any reasonable requirements of the Owners Corporation as to the manner of maintenance, repair or replacement;
  - (c) to indemnify the Owners Corporation against any expense, liability or claim for any damage or injury arising out of the Works or the installation, use, condition, maintenance, repair, renewal, replacement or removal of the additional, alterations and new structures, including any liability of the Owners Corporation of the sort referred to in s.122(6) of the Act;
  - (d) to comply at their own expense with any requirement, notice or order concerning the Works or the additions, alterations, or new structures, issued by the local Council or other statutory authority or any Court or Tribunal having jurisdiction;
  - (e) to pay or to reimburse all reasonable expenses of the Owners Corporation incurred in relation to the authorization of owners to undertake the works referred to in this by-law, the registration of this by-law, and the enforcement of this by-law or the conditions of authorization;

### **Schedule of Conditions**

In this Schedule the alterations of and additions to the common property, and the erection of new structures on the common property, are referred to as "the Works".

### **The Works**

5. In carrying out the Works the Owners must:
- (a) use reputable and experienced contractors;

- (b) carry out the Works in a proper manner, in compliance with all pertinent codes and standards, and according to the conditions of any development consent or applicable development standards;
  - (c) ensure that the Works are completed within eight (8) weeks of their commencement (subject to any delay occurring for reasons beyond the reasonable control of the Owners).
6. The Owners must procure, and shall be responsible for, compliance by their consultants and contractors with the requirements of this authorization.
  7. The Owners must 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.
  8. The Owners must protect all areas of the building from damage by the Works or by the transportation of building materials, equipment and debris.
  9. The Owners must keep all areas of the building clean and tidy throughout the performance of the Works.
  10. The Owners must ensure that the Works are only carried out according to the requirements of the Council, and otherwise between the hours of 7.00 am and 4.30 pm on Monday to Saturday and are not performed outside those hours or on the weekend without the written permission of the Strata Committee. No work is to be performed on public holidays.
  11. The Owners must remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out.
  12. The Owners must not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

#### **Damage**

13. The Owners must repair promptly at their own expense and in accordance with any reasonable requirements of the Owners Corporation any damage caused or contributed to by:

- (a) the Works; or

- (b) the use, maintenance, repair, renewal or replacement of the alterations, additions or new structures,

including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

#### **Indemnity**

14. The Owners must indemnify and keep indemnified the Owners Corporation against any liability or expense relating to the Works or the additions, alterations or new structures, including any liability of the Owners Corporation of the sort referred to in s.122(6) of the Strata Schemes Management Act 2015.

#### **Breach of these Conditions of Authorization**

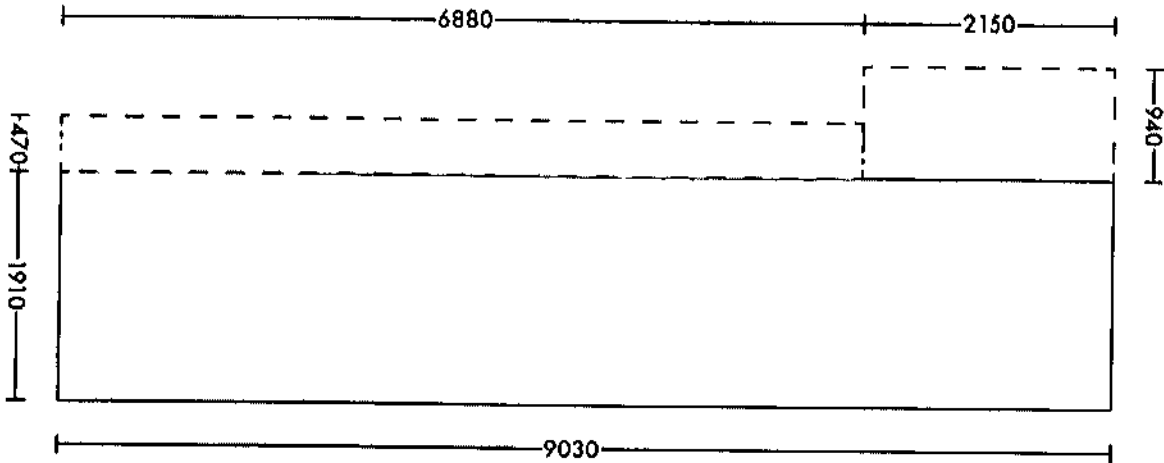
15. If the Owners breach any of these conditions and fail to rectify the breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification, the Owners Corporation may rectify the breach and may recover the reasonable costs of the rectification and expenses of the Owners Corporation reasonably incurred in recovering those costs, as a debt due from the Owners.

## **Costs**

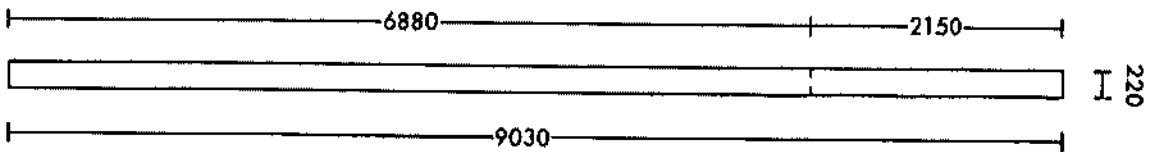
16. The Owners must meet all reasonable expenses of the Owners Corporation incurred in relation to the negotiation, preparation, making and registration of this by-law.

# SOUTHERN WALL

Side View



Top View



Alex Dergilo  
B. *[Signature]*  
21/09/2017



1mm = 55mm

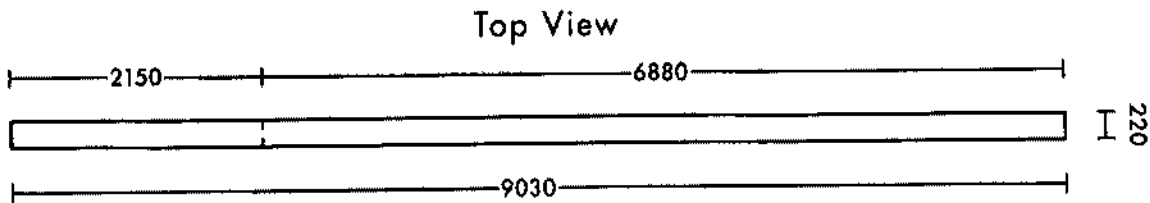
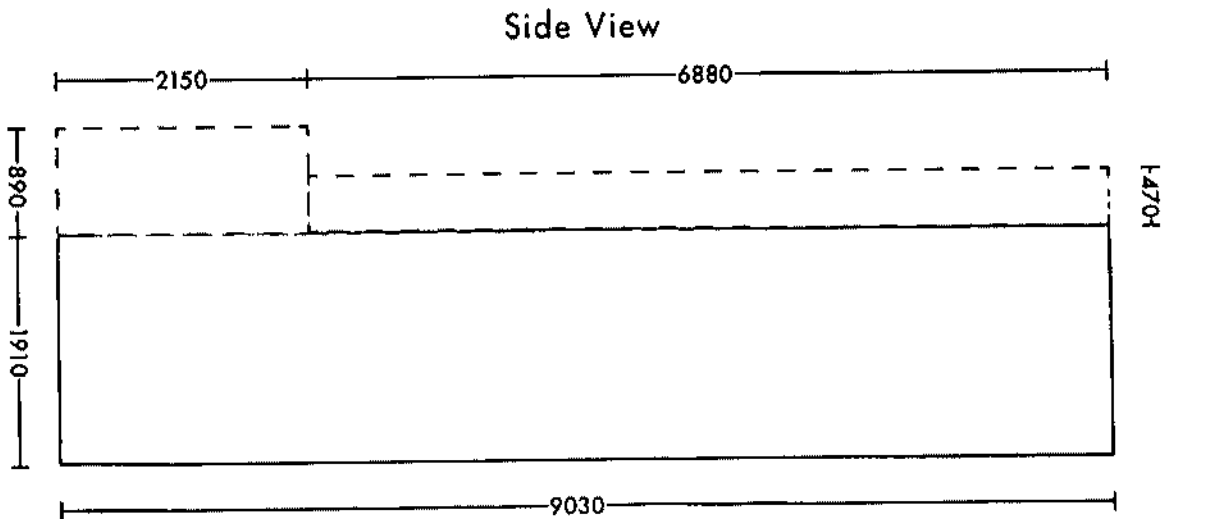


- Current Dimensions



- Proposed Dimensions

# NORTHERN WALL



Alex Borzila  
B. A.  
21/09/2017



1mm = 55mm



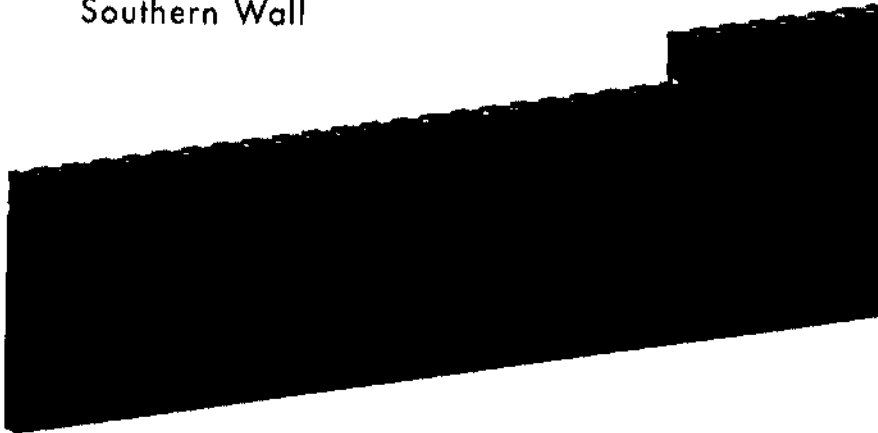
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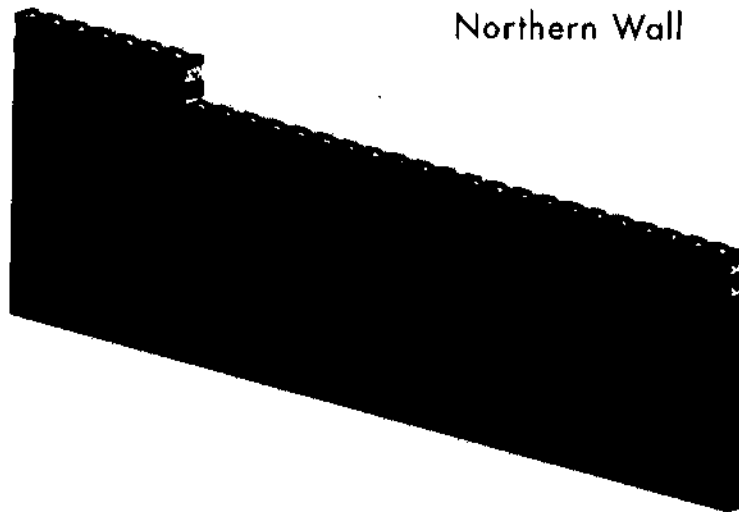
- Proposed Dimensions

# PERSPECTIVE VIEW

Southern Wall



Northern Wall



Alex Borzilo  
B. *[Signature]*  
21/09/2017



- Current Wall



- Proposed Wall

**STRATA SCHEME NO 67161  
788-822 BOURKE STREET, WATERLOO NSW 2017**

**ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**BY-LAWS FILED WITH THE STRATA PLAN**

**1. Noise**

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

**2. Repealed (pursuant to Special By-Law 3 in Dealing AC875426).**

**3. Obstruction of the common property**

An Owner or occupier of a Lot must not obstruct the lawful use of the common property by any person.

**4. Damage to lawns and plants on the common property**

An Owner or occupier of a Lot must not:

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

**5. Damage to the common property**

- 1) An Owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- 2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- 3) This By-Law does not prevent an Owner or person authorised by an Owner from installing:
  - a) any locking or other safety device for protection of the Owner's Lot against intruders, or
  - b) any screen or other device to prevent entry of animals or insects on the Lot, or
  - c) any structure or device to prevent harm to children.
- 4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner, in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5) Despite Section 62, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the Lot.

**6. Behaviour of Owners and occupiers**

An Owner or occupier of a Lot, when on the common property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or occupier of another Lot or to any person lawfully using the common property.

**7. Children playing on the common property in the building**

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

**8. Behaviour of invitees**

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

**9. Depositing rubbish and other material on the common property**

An Owner or occupier of a Lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or occupier of another Lot or of any person lawfully using the common property.

**10. Drying of laundry items**

An Owner or occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

**11. Cleaning windows and doors**

An Owner or occupier of a Lot must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is the common property.

**12. Storage of inflammable liquids and other substances and materials**

- 1) An Owner or occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 2) This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

**13. Moving furniture and other objects on or through the common property**

An Owner or occupier of a Lot must not transport any furniture or large object through or on the common property within the building, unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the Owner or occupier does so.

**14. Flooring** (as amended by Special By-Law 7 in Dealing AE72785).

Refer to Special By-Law 7 in Dealing AE72785 for amended wording.

**15. Garbage Removal**

An Owner or occupier of a Lot:

- a) must maintain within the Lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected, and
- d) when the garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in paragraph (a),
- e) must not place any thing in the receptacle of the Owner or occupier of any other Lot except with the permission of that Owner or occupier, and
- f) must promptly remove any thing which the Owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**16. Animals** (repealed and replaced with Special By-Law 2 in Dealing AC875426).

**17. Appearance of a Lot**

The Owner or occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building. This includes the illumination of a Lot to a noticeably higher level than that which exists in the rest of the building.

**18. Notice Board**

The Owners Corporation must cause a Notice Board to be affixed to some part of the common property.



### **19. Change in use of a Lot to be notified**

An occupier of a Lot must notify the Owners Corporation if the occupier changed the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

### **20. Provision of amenities or services**

- 1) The Owner and the occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and, without limiting the generality of this By-Law, shall clean the filters of any range hood installed in the Lot of grease at least every 3 months.
- 2) For the purpose of inspecting the Lot, the Owners Corporation may by its agents, servants or contractors enter the Lot at any reasonable time on notice given to any occupier of the Lot.

### **21. Use of lifts**

The Owner or occupier of a Lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

### **22. Repealed (pursuant to Special By-Law 12 in Dealing AH21946)**

### **23. The Pool**

- 1) In this By-Law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.
- 2) The Owner or occupier of a Lot shall not use nor allow the use of the pool between 10PM and 6AM.
- 3) The Owner or occupier of a Lot shall not allow the use of the pool by his invitees, except when accompanied by the Owner or occupier.
- 4) An Owner or occupier of a Lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- 5) The Owners Corporation may make rules regarding the pool.
- 6) The Owner or occupier of a Lot shall not do any of the following, nor allow them to be done, in the pool:
  - a) smoking, eating or drinking,
  - b) consuming alcohol,
  - c) using bottles or glass,
  - d) running, jumping or diving,
  - e) using balls, boogie boards or large inflated objects,
  - f) using soap, bubble bath or shampoo,
  - g) be inadequately clothed, and
  - h) nude bathing.

### **24. Air-Conditioning**

- 1) The Owner of a Lot shall maintain any Air-Conditioning facilities or equipment that are within the Lot and do not form part of the common property, in a state of good and serviceable repair and for this purpose shall renew or replace them whenever necessary.
- 2) Without limiting the generality of this By-Law, the Owner shall have any such facilities or equipment regularly serviced by a duly qualified contractor and the filters of any such facilities or equipment cleaned every 6 months.

### **25. Facilities**

Any registered Owner of a Lot, who is not an occupier of a Lot, shall not be entitled to use any of the facilities of the Owners Corporation.

### **26. Commercial Signs**

- 1) The registered Owner or occupier of a commercial premises in the development shall be entitled to place 1 only sign advertising the availability of the commercial premises for lease or sale.
- 2) All commercial signage in the development must be of identical size and dimensions.
- 3) The Owners Corporation shall have the right to remove any signage that does not comply with this By-Law.

## **27.Consent to use**

- 1) The Owners Corporation must grant consent to the use of any of the retail or commercial premises in the Strata Plan, provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
- 2) The Owners Corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this By-Law.

## **28.Caretaker**

- 1) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an Agreement with a Caretaker to provide management, leasing, security, cleaning and operational services for the Strata Scheme.
- 2) The Caretaker's duties may include:
  - a) caretaking, supervising and servicing the common property to a standard consistent with use of Lots in the Scheme as high class residential apartments,
  - b) supervising the cleaning, repair, maintenance, renewal or replacement of the common property and any personal property vested in the Owners Corporation,
  - c) providing services to the Owners Corporation, Owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,
  - d) providing a letting, property management and sales service,
  - e) supervising Owners Corporation employees and contractors,
  - f) providing security services to the Owners Corporation,
  - g) providing cleaning, pool cleaning and gardening services to the Owners Corporation,
  - h) supervising the Strata Scheme generally, and
  - i) anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.
- 3) The Caretaker must comply with instructions from the Owners Corporation about performing its duties.
- 4) The Owners Corporation must not, without the written consent of the Caretaker, enter into more than one Agreement under this By-Law at any one time or revoke this By-Law without the written consent of the Caretaker.
- 5) Any Agreement entered into by the Owners Corporation pursuant to paragraph (1) of this By-Law, will provide for the payment by the Owners Corporation to the Caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of the Agreement.
- 6) The Caretaker may, at the Caretaker's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the Caretaker, subject to the consent of the Owners Corporation, which will not be unreasonably withheld.
- 7) The Owners Corporation has the power to enter into any Agreement with a financier of the Caretaker, so that the financier's rights pursuant to any security arrangement between the Caretaker and the financier can be enforced.

## **29.Interfere with or obstruct the Caretaker**

The Owner or occupier of a Lot must not:

- a) interfere with or obstruct the Caretaker from performing the Caretaker's duties under the Agreement referred to in By-Law 28, or
- b) interfere with or obstruct the Caretaker from using any part of the common property designated by the Owners Corporation for use by the Caretaker.

## **30.Letting Businesses**

The Owner or occupier of every Lot, except Lots 41 and 159, must not on any Lot or the common property, except with the written consent of the Owner of Lots 41 and 159, conduct or participate in the conduct of:

- a) the business of a letting agent, or
- b) the business of a pooled rent agency, or
- c) the business of on site Caretaker, or
- d) any other business activity that is either:

- i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in By-Law 28 and/or any Agreement, and/or
- ii) an activity identical or substantially identical with any of the services provided to Owners and occupiers of Lots referred to in By-Law 28 and/or any Agreement, and/or
- iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in By-Law 28 and/or any Agreement.

**31.Repealed** (pursuant to Special By-Law 13 in Dealing AH21946).

**32.Repealed** (pursuant to Special By-Law 16 in Dealing AH21946).

**33.Balconies**

- 33.1 An Owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their Lot only if it:
- a) Will not cause damage, or is not likely to cause damage, or is not dangerous or a nuisance or a hazard.
- 33.2 The Owners Corporation may require an Owner or occupier, at its expense, to remove items from the balcony or terrace, if the appearance of the Lot is not keeping with the rest of the building.
- 33.3 If there are planter boxes on or within a terrace or balcony of a Lot, the Owner or occupier must:
- (a) properly maintain the soil and plants in the planter boxes, and
  - (b) when watering the plants or planter box, make sure that no water enters the common property or another Lot.

**34.Building Safety**

A registered Owner or an occupier of a Lot must not do or permit anything which may prejudice the security or safety of the building and in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

**35.Mechanical duties to the vehicle**

An Owner, occupier or an invitee of an Owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on the common property. This By-Law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the strata plan.

**36.Commercial waste**

All Owners and occupiers of commercial and retail Lots within the Strata Scheme must dispose of their waste and rubbish in the commercial waste bins.

**37.Government charges**

Should any Government authority impose any rate, tax, charge or levy on the collection of commercial or retail waste, the Owners and/or occupiers of the commercial and retail Lots shall be responsible for the payment of such contributions.

**38. Enclosed balconies**

The Owner or occupier of a Lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the Lot.

**39. Lot 151 – Convenience store**

The Owner or occupier of Lots 152, 153, 154, 155 & 156 must not on any Lot or the common property, except with the consent of the Owner of Lot 151, conduct or participate in the conduct, as the principal use of the Lot, of a Convenience store.

## **SPECIAL BY-LAWS**

### **Special By-Law 1 – Keys and Charges (9629313)**

**Repealed** (pursuant to Special By-Law 17 in Dealing AH21946).

### **Special By-Law 2 – Animals (AC875426)**

- 1) By-Law 16 is repealed.
- 2) Subject to Section 49(4) of the Strata Schemes Management Act 1996, no animal may be kept in a Lot, except in accordance with conditions set out in this By-Law.  
*Conditions:*
  - a) An Owner or occupier of a Lot in the Scheme ("Owner/occupier") must not keep an animal on the Lot, except with prior written Executive Committee consent, such consent applying only to that animal and not its replacement, the animal must be a:
    - i) cat,
    - ii) dog weighing less than 10kg (other than a dangerous dog as defined in the Companion Animals Act 1998),
    - iii) caged bird, or
    - iv) fish kept in an aquarium, andother than fish, no more than one animal may be kept on any Lot.
  - b) An Owner/occupier granted consent to keep a cat or dog must ensure that, that cat or dog is vaccinated and micro chipped, registered with the local Council and its registration number given to the Executive Committee prior to keeping the cat or dog on the Lot.
  - c) The Owner/occupier must ensure that:
    - i) the animal is carried, leashed, caged or otherwise kept under control when on the common property,
    - ii) the animal is prevented from fouling the external Lot or the common property and that any such fouling is immediately removed,
    - iii) the animal does not interfere with the peaceful enjoyment of another Owner/occupier, or damage the common property or the property of another Owner/occupier and any such damage caused must immediately be made good at no cost to the Owners Corporation.
- 3) If 3 or more substantiated complaints about the animal are made within a period of 60 days by another Owner/occupier, the Executive Committee shall be entitled to rescind its consent by way of written advice to the Owner/occupier, following which, the animal must be removed from the Scheme within the next 7 days.

### **Special By-Law 3 (AC875426)**

By-Law 2 of the by-laws contained in the Form 27 – Vehicles is repealed.

### **Special By-Law 4 – Vehicles (AC875426)**

#### ***Part 1: Preamble-Introduction:***

This is a By-Law made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996 that enables the Owners Corporation, for the purpose of the control, management, administration, use or enjoyment of the Lots and the common property, to make By-Laws. The need for the By-Law arises from the uncontrolled use of visitor car spaces and wash bays that has resulted in there being no Visitor Parking available for use by visitors. The effect of the By-Law is to regulate parking, to provide for the installation of bollards and to provide a system, monitored by the Caretaker, for the allocation of Visitor Parking.

#### ***Part 2: Definitions & Interpretation:***

In this By-Law:

- 1) "Administration fee" means the non-refundable portion of a key deposit (such administration fee being \$2.20 per night at the date this By-Law is made).
- 2) "Caretaker" means the Caretaker appointed by the Owners Corporation.
- 3) "Key" means a key to operate a lockable bollard.
- 4) "Key deposit" means any deposit, non-refundable portion of a key deposit, administration fee and/or replacement fee, as determined from time to time by the Owners Corporation (such key deposit being \$25.00 at the date this By-Law is made).
- 5) "Occupier" means a person whose principal place of residence is within a Lot.
- 6) "Owner" has the meaning given to it in the Strata Schemes Management Act 1996.
- 7) "Visitor" means a caller, guest or invitee, but does not include occupiers.
- 8) All parts of this By-Law, including the Preamble-Introduction, are to be considered in the interpretation of the By-Law.

- 9) Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

**Part 3: Powers:**

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

- 1) The power and authority to install lockable bollards on Visitor Parking area and wash bays.
- 2) The power and authority to designate and allocate, by signage, bollard, barrier or other means, portions of the parking area for Visitor Parking and/or to affix or place other necessary or desired signage to regulate and control the passage and parking of motor vehicles and/or the safe and orderly use of the common property.
- 3) The power and authority to determine from time to time the charges payable and other contributions for the issue and use of keys by Owners and occupiers of Lots.
- 4) The authority to restrict the issue of keys to the Owners and occupiers of Lots to those who have complied with conditions determined from time to time by the Owners Corporation.
- 5) The power and authority to make Agreements and arrangements with the Caretaker to administer and regulate the use of Visitor Parking area and wash bays, such administration and regulation to include:
  - a) Provision of a Visitor Parking and wash bay application forms.
  - b) The issue of keys.
  - c) The taking of key deposits.
  - d) The retention of administration fees.
  - e) The provision of keys on a first come first served basis saving that the Caretaker shall monitor usage and give preference to the occupiers of Lots with less usage.
  - f) The authority to allocate use of Visitor Parking and car wash bays.
- 6) The power and authority to engage consultants and contractors for these purposes.
- 7) The power and authority to apply the funds of the Owners Corporation to these purposes.

**Part 4: Terms:**

- 1) An Owner or occupier of a Lot must not park any motor vehicle on that part of the common property designated as "Visitor Parking".
- 2) An Owner or occupier of a Lot must not park or stand any motor vehicle on the common property (other than the Visitor Parking area, parking upon which is prohibited by paragraph (1), except with the written approval of the Owners Corporation.
- 3) An occupier of a Lot shall not permit a visitor of the occupier to park or stand a motor vehicle on the common property, other than the Visitor Parking area.
- 4) An occupier of a Lot, who wishes to have a visitor use a Visitor Parking space, shall:
  - a) Make written application to the Caretaker on the form provided for that purpose.
  - b) Pay the key deposit.
  - c) Agree to forfeit the administration fee.
  - d) Accept the Caretaker's decision on the allocation of Visitor Parking as final.
- 5) An occupier of a Lot shall not permit a visitor of the occupier to park or stand a motor vehicle on the Visitor Parking area for longer than the time permitted by the Caretaker.
- 6) An occupier of a Lot, who wishes to use a wash bay, shall make written application to the Caretaker on the form provided for that purpose.
- 7) An Owner, occupier or an invitee of an Owner or occupier must not under any circumstances, wash or perform any mechanical duties to his motor vehicle on the common property. This By-Law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the registered strata plan.
- 8) An occupier of a Lot issued with a key shall immediately notify the Caretaker if that key is lost or misplaced.
- 9) An occupier to whom any key is given shall exercise a high degree of caution and responsibility in the use of the key and ensure the return thereof.
- 10) Keys remain the property of the Owners Corporation.

Neither By-Law 32 of the By-Laws registered with the Strata Plan nor Special By-Law 1 in registered dealing 9629313T apply to the provision of a key under the terms of this By-Law.

**Special By-Law 5 - Works Lot 288 (AE72785)**

**Part 1: Preamble-Introduction:**

This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the By-Law is to grant the Owner of Lot 288 special privileges in respect of the common property to perform work or make alterations, all subject to the

conditions specified in the By-Law.

### **Part 2: Definitions & Interpretation:**

In this By-Law:

1. "approval of Council" means any approval the Owner is required to obtain for the Works from all relevant statutory bodies, including Council.
2. "drawings" means the plan under Part 10 of this By-Law.
3. "Owner" means the Owner from time to time of Lot 288.
4. "Works" means the relocation of the aluminium framed sliding door that leads to the rooftop courtyard as depicted in the drawings.
5. All parts of this By-Law, including the Introduction, are to be considered in the interpretation of the By-Law.

### **Part 3: Grant of special privilege in respect of the common property:**

On the conditions set out in this By-Law, the Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

### **Part 4: Conditions required before the Works commence:**

Before commencing the Works, the Owner must provide the Owners Corporation with:

1. A copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
2. A Certificate of Currency for the duration of and for a period of no less than 12 months, following completion of the Works, of contractors' all risks insurance cover taken out with a reputable 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 which the Owners Corporation is named as an insured party.

### **Part 5: Performance of the Works:**

1. In carrying out the Works, the Owner undertakes that the Owner will, and the Owner must ensure that the contractor also undertakes to the Owners Corporation that it will:
  - a) Comply with all conditions and requirements of any requisite approval of Council.
  - b) Comply with the terms of approval given by the Owners Corporation under this By-Law.
  - c) Comply with the Building Code of Australia and relevant Australian Standards.
2. Subject to any extension necessitated by reasons beyond his control (such as bad weather), the Owner must complete the Works within three weeks of commencement.
3. The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, the Council.
4. The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and Owners.
5. The Owner must repair promptly any damage caused or contributed to by 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.

6. The Owner must not perform the Works or allow them to be carried out except between the hours of 8AM and 5PM Monday to Friday inclusive (excluding public holidays) and 8AM and noon Saturday or during such other times as may be approved by the Owners Corporation.

#### **Part 6: Requirements following completion of the Works:**

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.

#### **Part 7: Maintenance of the common property:**

1. Subject to the terms of this By-Law, any subsequent By-Law or any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of the property, 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.
2. The Owner must maintain the Works and all associated additions in a state of good and serviceable repair. The Owner must also maintain those parts of the common property that represent a point of contact between the Works and the balance of the common property.
3. The Owner must renew or replace the Works and all associated additions whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.

#### **Part 8: Indemnity & Costs:**

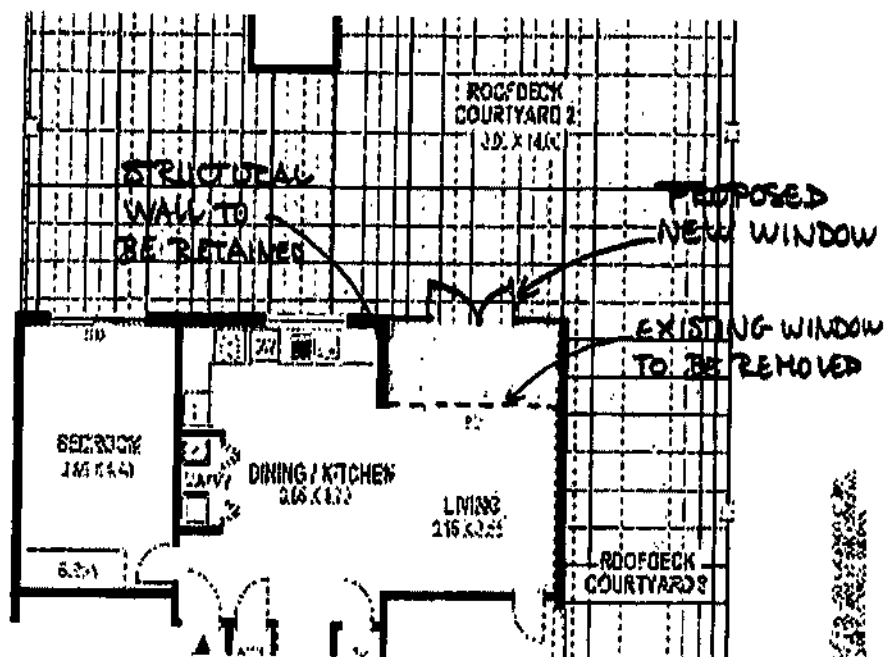
1. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another Lot, because of performance of the Works or the renewal, repair or replacement of the Works.
2. The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the renewal, repair or replacement of the Works or the keeping of the Works.
3. Should the Owners Corporation be required to carry out work as specified in Section 65 of the Strata Schemes Management Act 1996, the Owner must indemnify the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
4. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this By-Law.

#### **Part 9: Breach of a term of the By-Law:**

1. If the Owner fails to carry out his obligations under this By-Law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms, the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes Management Act 1996, to enter upon the Lot, have the necessary work performed and recover the costs of such work from the Owner, or any subsequent Owner of the Lot.
3. Such costs, if not paid at the end of one month after becoming due and payable, bear until paid simple interest at an annual rate of 10%.

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

**Part: 10 Drawings:**



Alex Borgilo  
B. *[Signature]*  
21/09/2017





**Special By-Law 6 – Works (AE72785) (as amended by Special By-Law 14 in Dealing AH21946)**

**Part 1: Grant of right:**

Notwithstanding By-Law 5 of the Strata Schemes By-Laws filed with the Strata Plan, the Owner has the right to carry out the Works at its own cost, subject to Part 3 of this By-Law. The purpose of this By-Law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate the Works installed prior to this By-Law being made.

**Part 2: Definitions and interpretation:**

In this By-Law, unless the context otherwise requires or permits:

- a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b) **Building** means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
- c) **Bond** means a cheque in an amount for the sum of \$500.00 (inclusive of GST) made payable to The Owners – Strata Plan No.67161.
- d) **Insurance** means:
  - i. contractors all risk insurance;
  - ii. public and product liability insurance;
  - iii. insurance required under the Home Building Act 1989 (if applicable); and
  - iv. workers compensation insurance.
- e) **Lot** means any Lot in Strata Plan No.67161.
- f) **Owner** means the Owner of the Lot.
- g) **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan registration No.67161.
- h) **Strata Scheme** means the Strata Scheme relating to Strata Plan No.67161.
- i) **Works** means any construction, renovation, alteration or addition to the common property floors, walls, or ceilings within the Strata Scheme.

In this By-Law, unless the context otherwise requires, a word which denotes:

- a) the singular includes plural and vice versa;
- b) any gender includes the other genders;
- c) any terms in the By-Law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- d) reference to legislation includes references to amending and replacing legislation.

**Part 3: Conditions:**

***Part 3.1 – Before commencement***

Before commencement of the Works the Owner must:

- a) obtain approval for the location, type, size and method of construction of the Works from the Owners Corporation, such approval not to be unreasonably withheld;
- b) obtain all necessary approvals from any Authority having jurisdiction over the Works and provide a copy to the Owners Corporation;
- c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
- d) effect and maintain Insurance and provide a copy of the Insurance Certificate of Currency to the Owners Corporation;
- e) provide the Bond to the Owners Corporation which:
  - i. the Owners Corporation's Strata Managing Agent will deposit into an interest bearing account in a bank defined in the Banking Act 1959, the Reserve Bank or State bank; and
  - ii. which can be used by the Owners Corporation in whole or in part, together with any interest earned to comply with any of the Owner's obligation under this By-Law if the Owner unreasonably refuses or delays in complying.

Clauses 3.1(a), (c), (d) and (e) of this Part 3.1 do not apply to the Works already installed at the time of this By-Law being made.

#### *Part 3.2 – During installation*

Whilst the Works are in progress, the Owner of the Lot at the relevant time must:

- a) use duly licensed employees, contractors or agents to conduct the Works;
- b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and/or other applicable Australian Standards;
- c) use reasonable endeavours to cause as little disruption as possible;
- d) perform the Works during times reasonably approved by the Owners Corporation;
- e) perform the Works within a period of one (1) Month from their commencement or such other period as reasonably approved by the Owners Corporation;
- f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h) ensure that the Works do not interfere with or damage the common property or the property of any other Lot Owner, other than as approved in this By-Law and if this happens, the Owner must rectify that interference or damage within a reasonable period of time at its own cost;
- i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

#### *Part 3.3 – After construction*

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 the common property caused by the Works and not permitted by this By-Law has been rectified;
- c) provide the Owners Corporation with a copy of any Certificate or Certification required by an Authority having jurisdiction over the Works;
- d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this By-Law or any consents provided under this By-Law;
- e) the Owners Corporation's right to access the Lot arising under this By-Law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

Within one (1) Month of the completion of paragraphs (a) to (e) immediately above, the Owners Corporation must return the Bond or balance remaining to the Owner. Clauses 3.3(a) and (d) of this Part 3.3 do not apply to the Works installed prior to this By-Law being made.

#### *Part 3.4 - Enduring rights and obligations*

The Owner:

- a) must maintain, replace and keep in good and serviceable repair the Works Installed by them;
- b) must maintain and upkeep those parts of the common property in contact with the Works;
- c) remains liable for any damage to the Lot or the common property arising out of the Works; and
- d) must indemnify the Owners Corporation against any costs or losses arising out of the Works.

For clarity, this Part 3.4 applies to all Works installed prior to and after this By-Law being made.

#### **Special By-Law 7 - Installation of Hard Surface Flooring (AE72785) (amended by Special By-Law 19 in Dealing AH887910)**

See Special By-Law 19 in Dealing AH887910 for amended wording.

#### **Special By-Law 8 - Works Lot 83 (AE72785)**

##### **Part 1: Preamble-Introduction:**

This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the By-Law is to grant the Owner of Lot 83 Special Privilege in respect of the common property, to perform work and make alterations in the fit-out of the Lot, all subject to the conditions specified in the By-Law.

##### **Part 2: Definitions & Interpretation:**

In this By-Law:

1. "approval of the Council" means the approval the Owner has obtained (and any approval the Owner is required to obtain) for the Works from the Council.
2. "Owner" means the Owner from time to time of Lot 83.
3. "Works" means fitting out the Lot for use as a restaurant, incorporating alterations to ductwork and vents relating to the existing mechanical air handling & ventilation system, installation of bi-fold doors, attachment of a blade sign under the awning advertising the business, connection to the grease trap, installation of a split-system air conditioner with the compressor and the motors to

service the freezer, cool-room and cold-bar, to be situated on the common property at location specified on the plan in Part 10 of this By-Law.

4. Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
5. All parts of this By-Law, including the Introduction, are to be considered in the interpretation of the By-Law.

**Part 3: Grant of Special Privilege in respect of the common property:**

On the conditions set out in this By-Law, the Owner shall have a Special Privilege in respect of the common property to carry out and thereafter to maintain the Works.

**Part 4: Conditions required before the Works commence:**

1. Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) A copy of Construction Certificate 27427 and any other requisite approval from the Council.
  - (b) A Certificate of Currency for the duration of and for a period of no less than 12 months following completion of the Works, of contractors' all risks insurance cover taken out with a reputable 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 which the Owners Corporation is named as an insured party.
2. Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably), to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

**Part 5: Performance of the Works:**

1. In carrying out the Works, the Owner undertakes that the Owner will and the Owner must ensure that the contractor also undertakes to the Owners Corporation that it will:
  - a) Comply with all conditions and requirements of any requisite approval of the Council, including the terms of Construction Certificate 27247,
  - b) Comply with the terms of approval given by the Owners Corporation under this By-Law, and
  - c) Comply with the Building Code of Australia and relevant Australian Standards.
2. Subject to any extension necessitated by reasons beyond his control (such as bad weather), the Owner must complete the Works within six weeks of commencement.
3. The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, the Council.
4. In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
5. The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and Owners.
6. The Owner must maintain all areas of the common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state, while the Works are being carried out.
7. The Owner must repair promptly any damage caused or contributed to by 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.

8. The Owner must not perform the Works or allow them to be carried out except between the hours of 8AM and 5PM Monday to Saturday inclusive (excluding Sunday and public holidays) or during such other times as may be approved by the Owners Corporation.
9. Condensation and run-off from the air conditioning and plant are to be piped to the existing drainage.

#### **Part 6: Requirements following completion of the Works:**

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.

#### **Part 7: Maintenance of the common property:**

1. Subject to the terms of this By-Law, any subsequent By-Law or any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, not to maintain a particular item of the property, 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.
2. The Owner must maintain the Works and all associated additions and alterations, ancillary fittings and fixtures in a state of good and serviceable repair. The Owner must also maintain those parts of the common property that represent a point of contact between the Works and the balance of the common property.
3. The Owner must renew or replace the Works and all associated additions and alterations, ancillary fittings and fixtures whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.

#### **Part 8: Indemnity & Costs:**

1. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another Lot, because of performance of the Works or the renewal, repair or replacement of the Works.
2. The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the renewal, repair or replacement of the Works or the keeping of the Works.
3. Should the Owners Corporation be required to carry out work as specified in Section 65 of the Strata Schemes Management Act 1996, the Owner must indemnify the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
4. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this By-Law.

#### **Part 9: Breach of a term of the By-Law:**

1. If the Owner fails to carry out his obligations under this By-Law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms, the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes Management Act 1996, to enter upon the

Lot, have the necessary work performed and recover the costs of such from the Owner, or any subsequent Owner of the Lot.

3. Such costs, if not paid at the end of one month after becoming due and payable, bear until paid simple interest at an annual rate of 10%.
4. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.



## **Special By-Law 9 – Management of Security Arrangements (AE246589)**

### **Part 1: Preamble / Introduction:**

- 1) The Owners Corporation has statutory functions that include the principal authority for the management of the Scheme, the administration of the Scheme and the management and control of the common property.
- 2) The Owners Corporation has the statutory duty to manage the finances of the Scheme.
- 3) The Owners Corporation wishes to ensure that the security services are provided to the Owners Corporation and the Owners of Lots within the Strata Scheme as effectively and cost effectively as possible.
- 4) The Strata Scheme forms part of the development bounded by Lachlan, Bourke, Crescent and South Dowling Streets (the Precinct).
- 5) The Owners Corporation may resolve to enter into security arrangements jointly with other entities to take advantage of the efficiencies of service and cost saving that are anticipated by joint engagement of a security company or security and monitoring companies and the shared use of equipment.
- 6) The Owners Corporation may enter into a Deed of Agreement with other bodies corporate and Meriton Apartments Pty. Limited (the developers of Stages 7 and 8 in the Precinct).

### **Part 2: Definitions & Interpretation:**

In this By-Law:

- 1) "Equipment" means electronic equipment such as computers and radios, cameras, a motor vehicle or other form of conveyance and such other equipment as is required for the provision of security for the Strata Scheme and the occupants therein and the other entities.
- 2) "Other entities" means other bodies corporate within the Precinct, Meriton Apartments Pty. Limited (and includes in the case of Stages 7 and 8 legal entities created by registration of plans of subdivision).
- 3) "Outgoings" means the cost of security arrangements, insurance, maintenance, storage, replacement and sharing of equipment.
- 4) "Security arrangements" means the management of the provision of security to the Owners Corporation and includes:
  - a) The execution of necessary deeds, agreement and contractual documents with the other entities.
  - b) The execution of necessary contracts with security providers to provide security services to the Owners Corporation and the other entities.
  - c) The purchase and maintenance of equipment to be used by the Owners Corporation, the other entities and service providers, or by the Owners Corporation in conjunction with other entities and/or service providers.
  - d) Contributions to outgoings.
  - e) Sharing the use of equipment with other entities and making arrangements for the use and storage of equipment.
- 5) "Security Deed" means a Deed which the Owners Corporation Strata Plan 67161, other Owners Corporations and other entities may enter into for the provision of the security arrangements.



- 6) All parts of this By-Law including the Preamble / Introduction are to be considered in the interpretation of this By-Law.

### **Part 3: Terms:**

In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 or other Act, the Owners Corporation shall have the following powers, authorities, duties and functions:

- 1) The power and authority to enter into security arrangements.
- 2) The power and authority to purchase equipment and pay outgoings.
- 3) The power and authority to purchase equipment and pay outgoings in conjunction with other entities.
- 4) The power and authority to hold equipment and to share equipment with other entities.
- 5) The power and authority to engage consultants and contractors for these purposes.
- 6) The power and authority to apply the funds of the Owners Corporation to these purposes.

### **Special By-Law 10 – Works Lot 149 (AF496587)**

#### *Part 1: Preamble Introduction:*

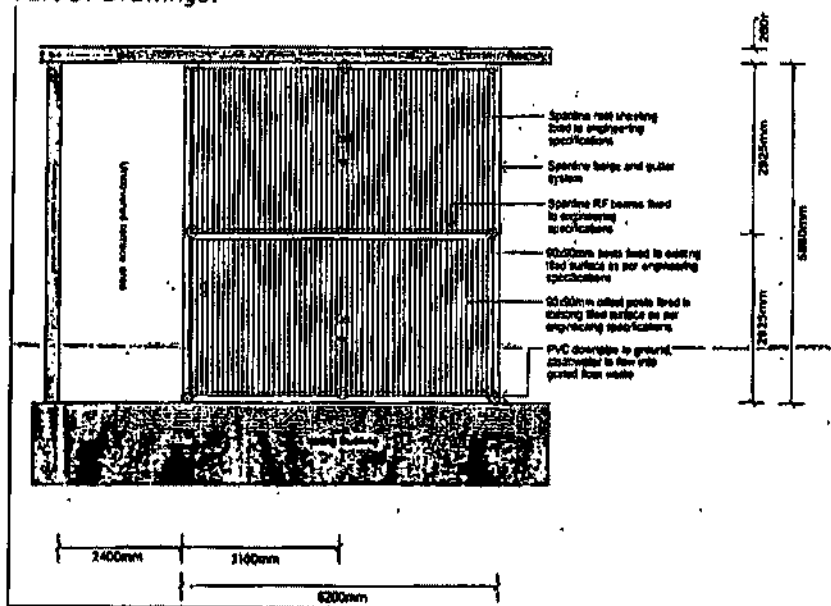
1. This is a By-Law made under the provisions of sections 52 and 65A of the Strata Schemes Management Act 1996.
2. The effect of the By-Law is to grant the Owner of Lot 149 permission to perform work to construct a steel framed patio on the terrace of the Lot, subject to the conditions specified in the By-Law.
3. So far as the works involve any alteration, improvement or enhancement of the common property, this By-Law records the approval of the Owners Corporation in terms of section 65A and the obligation of the Owner to maintain those works in a state of good and serviceable repair.

#### *Part 2: Definitions and Interpretation:*

In this By-Law:

1. "Approval of the Council" means any approval the Owner is required to obtain for the Works from all relevant statutory bodies, including the Council.
2. "Drawings" means the drawings forming Part 3 of this By-Law.
3. "Owner" means the Owner from time to time of Lot 149.
4. "Works" means the work to construct a 5860 x 6200 x 2400 high steel framed patio roof on the terrace area of Lot 149 on Level 9 (as depicted in the registered strata plan) attached to the wall at one end and free standing at the other and incorporating 150 x 60 and 200 x 60 main support beams, three 90 x 90 steel posts with off sets for support beams and guttering with the roof sheets, beams and posts to be finished in "Spanline" Classic Cream baked paint finish and generally as shown in the Drawings.
5. Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
6. All parts of this By-Law, including the Preamble Introduction, are to be considered in the interpretation of the By-Law.

### Part 3: Drawings:



Alex Borgia  
 B. [Signature]  
 21/09/2017

### SIDE ELEVATION

### Part 4: Grant of special privilege in respect of the common property:

On the conditions set out in this By-Law, the Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

### Part 5: Conditions required before the Works commence:

1. Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) A copy of any requisite approval of the Council, including all drawings, specifications, conditions and notes.
  - (b) A copy of any requisite Certificate of Insurance relating to performance of the Works under section 92(2) of the Home Building Act 1989.
  - (c) A Certificate of Currency for the duration of and for a period of no less than 3 months following completion of the Works, of Contractors' All Risks insurance cover taken out with a reputable 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 which the Owners Corporation is noted as an interested party.
2. Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

### Part 6: Performance of the Works:

1. In carrying out the Works, the Owner undertakes that the Owner will and the Owner must

ensure that the contractor also undertakes to the Owners Corporation that it will:

- a) Comply with all conditions and requirements of any requisite approval of the Council.
  - b) Comply with the terms of approval given by the Owners Corporation under this By-Law.
  - c) Comply with the Building Code of Australia and all relevant Australian Standards.
  - d) Maintain the integrity of waterproofing of the floor of the terrace.
2. Subject to any extension necessitated by reasons beyond his control (such as bad weather or other exception provided for in the building contract), the Owner must complete the Works within two weeks of commencement.
  3. The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, the Council.
  4. The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and Owners.
  5. The Owner must maintain all areas of the common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state, while the Works are being carried out.
  6. The Owner must repair promptly any damage caused or contributed to by 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.
  7. The Owner must not perform the Works or allow them to be carried out except between the hours of 8:00 AM and 5:00 PM Monday to Friday inclusive, Saturday 8:00 AM to Noon (excluding in each case public holidays) or during such other times as may be approved by the Owners Corporation.

*Part 7: Requirements following completion of the Works:*

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.

*Part 8: Maintenance of the common property:*

1. The Owner must maintain the Works and all associated additions in a state of good and serviceable repair.
2. The Owner must renew or replace the Works and all associated additions whenever necessary and must repair promptly any damage caused or contributed to by such work, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.
3. Subject to the terms of this By-Law, any subsequent By-Law or any special resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the balance of the common property.

*Part 9: Indemnity and costs:*

1. The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works, for damage to any part of the common property or another Lot because of performance of the Works or the renewal, repair, replacement or keeping of the Works.

2. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the making and registration of this By-Law.

*Part 10: Breach of a term of the By-Law:*

1. If the Owner fails to carry out his obligations under this By-Law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may (in accordance with the provisions of the Strata Schemes Management Act 1996) enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.
3. Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
4. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

**Special By-Law 11 – Use of a Car Space for Storage (AG236206)**

*A. Introduction:*

1. The Owners Corporation has By-Laws that deal in part with the use of car spaces, storage of flammable materials and appearance of a Lot.
2. Issue has arisen with the residents storing personal items in the car spaces. This makes the car parking area unsightly, constitutes a potential fire risk and provides habitat for vermin and insects such as cockroaches.
3. By-Law 17 provides that the Owner or occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building. This includes the illumination of a Lot to a noticeably higher level than that which exists in the rest of the building.
4. The purpose of this By-Law is to confirm that By-Law 17 applies to a car space forming part of a Lot and to impose additional conditions.

*B. Terms:*

1. The Owner or occupier of a Lot shall not keep any item in a car space comprised in a Lot other than a motor or other vehicle or a push bike.
2. The Owner or occupier of a Lot must in the use of a car space comply with the terms of By-Law 17.

**Special By-Law 12: Repeal of By-Law 22 "Maintenance of the building and the common property" (AH21946)**

By-Law 22 of the Form 27 By-Laws registered with the Strata Plan is repealed.

**Special By-Law 13: Repeal of By-Law 31 "Storeroom" (AH21946)**

By-Law 31 of the Form 27 By-Laws registered with the Strata Plan is repealed.

**Special By-Law 14: Amendment of Special By-Law 6 "Works" in registered dealing  
AE72785 (AH21946)**

Part 2(c) is amended to provide:

**Bond** means a cheque in an amount for the sum of \$500.00 (inclusive of GST) made payable to The Owners – Strata Plan No. 67161.

**Special By-Law 15: Electronic service of notices of General Meeting & other documents  
(AH21946)**

*Part 1: Introduction*

1. Section 236(3) of the Strata Schemes Management Act 1996 sets out the means by which an Owners Corporation may serve documents on the Owner of a Lot where an address for service is included on the strata roll (post sent to the address of the Lot or service upon a person over the age of 16 at that address).
2. Section 236(4) of the same Act provides that a document may be served on an Owner by personal service, post to the address of the Lot or by deposit (on a Lot or in a post receptacle) and by virtue of sub-section (4) (e) "in any manner authorised by the By-Laws for the service of notices on Owners".
3. Clause 32(1) of Schedule 2 of the Strata Schemes Management Act 1996 provides that Notice of a General Meeting of an Owners Corporation must, at least 7 days before the meeting, be served on each Owner.
4. The purpose of this By-Law is to provide for the service of Notices of a General Meeting and other documents by email.

*Part 2: Definitions & Interpretation*

1. "Electronic service" means service by email.
2. "Email" means electronic mail.
3. "Notice" means notice of a General Meeting or other document.
4. "Notification of an Email Address" means notification that complies with the requirements of Part 4 of this By-Law.
5. "Seven clear days" means a period of seven (7) days that is computed without including the date a Notice is given and the date a General Meeting is held.
6. Words defined in the Strata Schemes Management Act 1996 have the meaning given to them under that Act.
7. All Parts of this By-Law, including the Introduction, are to be considered in the interpretation of it.

*Part 3: Terms*

1. The Owners Corporation may in accordance with the terms of this By-Law give an Owner Notice by email.
2. Notice by email may only be given if:
  - a) An Owner has requested or consented to electronic service by giving the Owners Corporation Notification of an Email Address for the service of Notice under this By-Law; and

- b) The Notice is sent to that address; and
- c) If the Notice concerns a General Meeting, such Notice is given at least seven (7) clear days before the General Meeting the subject of the Notice is to be held.

*Part 4: Notification of an Email Address*

- 1. An Owner must provide the following particulars to constitute Notification of an Email Address:
  - a) Owner's name.
  - b) Owner's Lot number.
  - c) Owner's email address.
  - d) Confirmation that the Owner requests or consents to electronic service.
- 2. Nothing in this By-Law:
  - a) Affects the obligation upon an Owner to give notice under the provisions of section 118 (notice to be given to the Owners Corporation of right to cast a vote at the meeting); or
  - b) Limits the capacity of the Owners Corporation to give Notice to an Owner under any other provision of the Strata Schemes Management Act 1996.

**Special By-Law 16: Repeal of By-Law 32 "Access key" (AH21946)**

By-Law 32 of the Form 27 By-Laws registered with the Strata Plan is repealed.

**Special By-Law 17: Repeal of Special By-Law 1 "Keys and charges" in registered dealing 9629313 (AH21946)**

Special By-Law 1 "Keys and charges" in registered dealing 9629313 is repealed.

**Special By-Law 18: "Access keys and charges" (AH21946)**

*Part 1: Definitions:*

In this By-Law:

- 1. **Key** – means any proximity security key, security card or other similar device, which enables:
  - a) access to or from Crystal Street, Potter Street or Bourke Street, to the strata parcel;
  - b) access to the lift to the floor level on which an Owner's Lot is located; and/or
  - c) access for vehicles to and from Crystal Street or Potter Street.
- 2. **Charge** – means the non-refundable cost for the purchase of a Key in the sum of \$100.00.
- 3. Words importing the singular include the plural and vice versa.
- 4. Words importing a gender include any gender.
- 5. Words defined in the Strata Schemes Management Act 1996 have the meaning given to them therein.
- 6. All parts of this By-Law are to be considered in the interpretation of the By-Law.

*Part 2: Owners Corporation's powers:*

The Owners Corporation shall have the following powers, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or any other Act:

- a) The power and the authority to install and maintain lock alarms, communication systems and other security devices.

- b) The power and the authority to determine, from time to time, conditions for the issue and use of the Key by the Owners and occupiers of Lots.
- c) The power and the authority to restrict issue of the Key to the common property areas and facilities to the Owners and occupiers of Lots who have complied with reasonable conditions determined from time to time by the Owners Corporation.
- d) The power and the authority to undertake an audit and to keep a register of persons to whom the Key is issued, and to require (with which requirement an Owner or occupier of a Lot must comply) the periodic return to the Owners Corporation of a Key for the purpose of cataloguing and re-issuing such Key.
- e) The power and the authority to alter coding of the Key from time to time, in order to maintain or to improve the security of the Scheme.
- f) The power and the authority to engage consultants and contractors for the purpose outlined in paragraphs a to e (inclusive) in this Part 2.
- g) The power and the authority to apply the funds of the Owners Corporation for the purpose outlined in paragraphs a to e (inclusive) in this Part 2.

*Part 3: Conditions:*

- 1. Key remains the property of the Owners Corporation.
- 2. The Owner of a Lot to whom a Key is given shall exercise a high degree of caution and responsibility in making such Key available for use by any occupier of the Lot, and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of the Lot to any such occupier) to ensure return of the Key to the Owner or the Owners Corporation upon the occupier ceasing to occupy the Lot.
- 3. The Owner or occupier of a Lot shall not, without the prior written approval of the Owners Corporation, duplicate the Key, or cause or permit the Key to be duplicated, and shall take all reasonable precautions to ensure that the Key is not lost or handed to any person other than the Owner or occupier of the subject Lot, and the Key is not disposed of otherwise than by returning it to the Owners Corporation.
- 4. The Owner or occupier of a Lot issued with a Key shall immediately notify the Owners Corporation or the Caretaker if that Key is lost or misplaced.

*Part 4: Terms:*

The Owners Corporation adopts the following terms for use of the Key.

- a) Key will only be issued to a Lot Owner, or to an occupier authorised in writing by the Lot Owner to receive such Key.
- b) Key will be subject to the Charge, payable immediately upon receipt of the Key, by the Owner of a Lot or by an occupier authorised in writing by the Lot Owner to receive such Key.
- c) If a Key is lost or damaged, a replacement Key may be issued and will be subject to the Charge.
- d) If the Owners Corporation determines (acting reasonably) that a Key is malfunctioning, and that such malfunction has not been caused by the subject Owner or authorised occupier of a Lot, a replacement Key may be issued thereto at no Charge.

- e) Key will be issued on the basis of two (2) Keys per bedroom, plus one (1) additional Key.

**Special By-Law 19: Amendment of Special By-Law 7 in Dealing AE72785 (AH887910)**

Special By-Law 7 "Installation of Hard Surface Flooring" in registered dealing AE72785 is amended to provide as follows:

*Part A: Introduction:*

1. The purpose of this By-Law is to regulate installation of flooring other than carpet and underlay. The By-Law establishes a regime under which an Owner may approach the Owners Corporation for permission to install Hard Surface Flooring.
2. The By-Law also provides that if Hard Surface Flooring is installed within a Lot, the Owner of that Lot is responsible for the maintenance and repairs of such flooring.
3. The terms of this By-Law are to be read in conjunction with the terms of Special By-Law "Floor coverings" and By-Law 1 "Noise" registered with the Strata Plan.

*Part B: Definitions:*

In this By-Law:

1. "Impact Sound Isolation" means underlay rating certified to provide not more than  $L_{nT,w} = 50$
2. "Hard Surface Flooring" means any flooring material that is not carpet or underlay.

*Part C: Interpretation:*

1. In this By-Law, words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
2. All parts of this By-Law, including the Introduction, are to be considered in the interpretation of it.

*Part D: Terms:*

1. No Hard Surface Flooring may be installed that does not have at least Impact Sound Isolation rating.
2. The Owner of a Lot must not install, attach or affix any Hard Surface Flooring to serve his Lot, or allow such Hard Surface Flooring to be installed (attached or affixed) or kept, except in compliance with the following terms and conditions.

*Part E: Terms and conditions:*

1. Prior to installing any Hard Surface Flooring, the Owner must:
  - a) obtain written approval of the Owners Corporation to the proposed location, style, design and type of the Hard Surface Flooring, and
  - b) provide evidence that the proposed installation will be subject to Impact Sound Isolation rating.
2. In performing the installation or construction, the Owner must by himself, his agents, servants or contractors, comply with all conditions and requirements of all applicable By-Laws, Building Code of Australia and all pertinent Australian Standards and comply with the terms of approval given by the Owners Corporation under this By-Law.



**Part F: Keeping the Hard Surface Flooring:**

1. The Owner must maintain Hard Surface Flooring in a state of good and serviceable repair and must renew or replace it when necessary.
2. The Owner must maintain those areas of the common property that represent a point of contact between the installation of the Hard Surface Flooring and the common property.
3. The Owner at his own cost must repair any damage to the common property or the property of the Owner or occupier of another Lot occurring in the installation, maintenance, replacement, repairs or renewal of any Hard Surface Flooring.
4. The Owner must indemnify the Owners Corporation and the Owners or occupiers of other Lots against:
  - a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the installation of the Hard Surface Flooring, that would not have been incurred if the Hard Surface Flooring had not been installed or constructed, and
  - b) any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the Hard Surface Flooring consequent upon the Owners Corporation performing work to the common property.
5. If the Owner fails to carry out his obligations under this By-Law after being requested in writing to do so, the Owners Corporation will be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996, to carry out the work and recover the costs from the Owner as a debt.
6. The Owner may remove any Hard Surface Flooring, but must do so at his expense and in a workmanlike manner. The Owner must ensure that after any Hard Surface Flooring is removed, the common property is restored to its original condition.

For the purpose of this By-Law, any Hard Surface Flooring shall remain the property of the Owner of the Lot installing it or the Owner of the Lot served by it, whether or not the Owner installed it.

**Special By-Law 20: "Floor coverings" (AH887910)**

1. An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or occupier of another Lot.
2. This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the Strata Plan.

**Special By-Law 21 : "Lot 160 Storage works" (AH887910)**

**Definitions:**

- 1) **Consent** means the Owners' consent to this By-Law in the form attached to the Minutes of the meeting at which this By-Law was passed.
- 2) **Storage Works** means the Owner's installation of new metal cladding over Lot 160 in Strata Plan No. 67161 to provide storage of a style, materials and colours to match the design attached to this By-Law.
- 3) The **Owner** means the Owner from time to time of Lot 160 in Strata Plan No. 67161.
- 4) Any term used in this By-Law that appears in the Strata Schemes Management Act 1996

(Act) will have the same meaning as in the Act.

- 5) Singular includes the plural and vice versa.
- 6) A reference to one gender includes a reference to all other genders.
- 7) Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

**Rights:**

Subject to the *Conditions*, the *Owner* will have a special privilege to carry out the *Storage Works* (including all ancillary structures) at their cost, and exclusive use of the common property immediately affected by the *Storage Works*.

**Conditions:**

- A. Prior to any *Storage Works* being carried out, the *Owner* must:
  - i) Ensure that contractors of all works have insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in an amount of no less than \$10,000,000.00.
- B. When carrying out the *Storage Works* in accordance with the By-Laws the *Owner* must:
  - i) Comply with all applicable By-Laws in force for the Strata Scheme 67161 and within the reasonable directions of the Executive Committee as to permissible hours of work, movement of building material on the parcel and the disposal of building and other debris; and
  - ii) Ensure the *Storage Works* are carried out by suitably licensed tradesperson and in skilful and workmanlike manner.
- C. The *Owner* will commence the construction of the *Storage Works* within 4 weeks of registration of this By-Law and ensure completion of the *Storage Works* within 8 weeks of registration of this By-Law.
- D. The *Owner* must properly maintain and keep their *Storage Works* in a state of good and serviceable repair (at the *Owner's* cost) and replace their *Storage Works* or any part of them at their own cost as the Owners Corporation may reasonably require from time to time.
- E. The *Owner* must provide access to the *Storage Works* for contractors engaged by the Owners Corporation for the maintenance of current services that are installed on the common property ceiling such as pipes and sprinklers as required from time to time.
  - i) The Owners Corporation must give the *Owner* 3 days' notice of access required to the *Storage Works* for maintenance of the services.
  - ii) The *Owner* will not unreasonably withhold access to the *Storage Works* for the purpose of maintenance of the services and will provide access to contractors engaged by the Owners Corporation for the maintenance of the services.
  - iii) The *Owner* will provide the details of two additional contact persons to the Owners Corporation so that access to the *Storage Works* can be obtained in the case of an emergency, if the *Owner* cannot be contacted.

- F. The *Owner* accepts liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the *Storage Works*.
- G. If the *Owner* removes the *Storage Works* or any part of the *Storage Works* made under this By-Law, the *Owner* must at the *Owner's* own costs restore and reinstate the common property to its original condition.
- H. The *Owner* must accept liability for any damage caused to the common property, any Lot or any personal property as a result of their *Storage Works* and are responsible to make good that damage immediately after it has occurred.
- I. The *Owner* must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal costs) as a result of the maintenance or repair/replacement of the *Storage Works* and will pay those costs to the Owners Corporation on demand.
- J. The *Storage Works* will remain the *Owner's* fixtures.
- K. The *Owner* will pay for registration of this By-Law.

## "Storage Works"

### Monoclad Roof Wall Cladding Product Manual and Proposed Floor Plan



#### Selection & Specification



##### Features

- Economical – unique blend of characteristics provides a low installed cost.
- Simple Installation – through fixing and easy notching of flashings.
- 762mm Cover – quick installation and easy handling.
- Hi-tensile Steel – lightweight and high strength.
- Deep Ribs – provide excellent spanning capability with good water carrying capacity.
- Dorned Crest – provides greater foot traffic performance.
- Anti-capillary Side Laps – gives improved weather structure.
- 2° Minimum Pitch – reduces support structure.
- Fully Tested – a full range of load performance tables to suit almost any application.

##### Applications

The visual appeal, strength, wide cover, light weight and weather resistance of Stramit Monoclad<sup>®</sup> cladding make it perfect for all commercial roofing and walling applications. Its excellent strength and ease of assembly allow for long, economical spans. The large water-carrying capacity and weather-tightness permit very low roof pitches, leading to economies in the building structure.

Stramit Monoclad<sup>®</sup> cladding may also be used for domestic applications.

Stramit Monoclad<sup>®</sup> cladding is only intended for use in commercial/industrial/residential roof or wall cladding applications. Do not use for any other purpose.

##### IMPORTANT NOTE

The information contained within this brochure is as far as possible accurate at the date of publication, however, before application in a particular situation, Stramit Building Products recommends that you obtain qualified expert advice confirming the suitability of product(s) and information in question for the application proposed. While Stramit accepts all legal obligations, be aware however that as the extent permitted by law, Stramit disclaims all liability (including liability for negligence) for all loss and damage resulting from the use of the information provided in this brochure.



Alex Borzilo  
B. [Signature]  
21/09/2017

**Materials**

Stramit Monoclad® cladding is manufactured from hi-tensile G550 colour coated steel or zinc aluminium alloy coated steel. In some locations galvanised and severe environment colour coated steel may be available by arrangement. Colour coated steels are in accordance with AS1728 – Category 3 and, for the substrate, with AS1397. Zinc aluminium alloy coated AZ150 and galvanised Z450 conform to AS1397.

Stramit has a comprehensive range of colours as standard. Ask your nearest Stramit location for colour availability.

STRAMIT MONOCLAD CLADDING – SHEETING MASS (kg/m <sup>2</sup> of roof area)			
	ZINCALUME®	COLORBOND®	GALVANISED
0.42mm BMT	4.26	4.35	4.65
0.48mm BMT	4.86	4.93	5.23

**Adverse Conditions**

Stramit Monoclad® cladding will give excellent durability in almost all locations. It is however important to choose the correct coating for each application environment. The table below shows the suitability of coating types for different exposure conditions.

suitability of coating type	site exposure condition				
	benign	moderate	marine	severe marine	very severe marine
ZINCALUME®	✓	✓	X	X	X
GALVANISED Z450	✓	!	X	X	X
COLORBOND®	✓	✓	✓	X	X
COLORBOND® ULTRA	N/A	N/A	✓	✓	✓

! Question marks indicate conditions where durability may be diminished, depending on the particular application.

The approximate site exposure conditions in the table above are defined below.

site exposure condition	distance of the from	
	breaking surf	calm surf
benign	1001m +	1001m +
moderate	401m-1000m	201-1000m
marine	201m-400m	101m-200m
severe marine	100m-200m	0m-100m
very severe marine	0m-100m	N/A

The suitability and exposure tables above are guidelines only; conditions will vary from site to site. If uncertain about the appropriate coating for a particular application, or if the product is to be used in environments affected by industrial emissions, local fuel combustion or animal farming, contact your nearest Stramit office for advice.

**Compatibility**

All building products need to be checked for compatibility with adjacent materials. These checks need to be for both direct contact between materials, and where water runs from one material to another. The following guidelines generally avoid material incompatibility:

- For zinc aluminium alloy coated steel, colour coated steel and galvanised steel roofs avoid copper, lead, green or treated timber, stainless steel and mortar or concrete.
- In addition galvanised steel roofs should not receive drainage from aluminium or any inert materials, such as plastics, glass, glazed tiles, colour coated steel and zinc aluminium alloy coated steel. Contact Stramit for more detailed information.

**Testing**

Stramit has in-house, purpose built, testing equipment used to design, develop and improve products for the Australian market. In addition many Stramit products are tested or witnessed by independent organisations. These include:

- Cyclone Testing Station (James Cook University)
- The University of Sydney
- University of Technology, Sydney


This ongoing research and development activity ensures that Stramit remains at the forefront of innovation, design and consumer information.

**Architectural Specification**

This specification can be found on the Stramit web site and can be easily downloaded onto your documentation.

The roofing/walling shall be 0.42 (or 0.48) mm BMT Stramit Monoclad® cladding in continuous lengths with trapezoidal ribs approximately 29mm high, spaced at 190mm centres. Sheeting material shall be protected steel sheet to Australian Standard AS1397, with a minimum yield stress of 550MPa (Grade G550) and an AZ150 zinc-aluminium coating with or without an oven-baked paint film of selected colour. The sheeting shall be fixed to the purlins/girts in accordance with the manufacturer's recommendations. Suitable fixing screws in accordance with Australian Standards AS3566, Class 3, shall be used at every rib at every support with side lap fasteners installed at mid span if required. Sheets shall be laid in such a manner that the approved side lap faces away from the prevailing weather. A minimum of 50mm shall be provided for projection into gutters. Flashings shall be supplied in compatible materials as specified; minimum cover of flashing shall be 150mm. All sheeting shall be fixed in a workman-like manner, leaving the job clean and weather-tight. Repair minor blemishes with touch-up paint supplied by the roof manufacturer. All debris (nuts, screws, cuttings, filings etc.) shall be cleaned off daily.

2

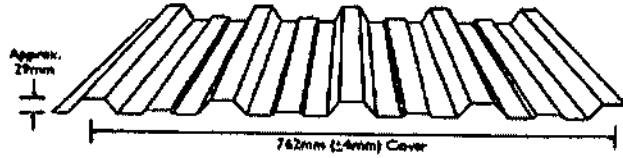
Alex Borgio  
 B.   
 21/09/2017



## Design

### Spans

The spans shown below take account of 'normal' foot traffic and wind resistance including local pressure zone effects. Pressures are based on AS4055 or AS1170.2. Where the two standards differ, the worst case has been taken for each classification. Data should only be used for buildings 7m or less in height, 1000m<sup>2</sup> or less in area and unaffected by land topography.



STRAMIT MONOCLAD® CLADDING - MAXIMUM SPAN CHART (mm)

lmc (mm)	roofs					walls					overhangs	
	pressure (kPa) serviceability	strength	double span	equal span	internal (end) span combination	pressure (kPa) serviceability	strength	double span	equal span	internal (end) span combination	free edge	stiffened edge
<b>M1 or Region A (sheltered suburban)</b>												
0.42	0.76	1.35	1350	1350	1700 (1400)	0.61	1.04	2700	2850	3000 (2500)	150	400
0.48	0.76	1.35	1700	1700	2300 (1900)	0.61	1.04	2900	2750	3000 (2500)	200	500
<b>M2 or Region B (sheltered suburban) and Region A (exposed suburban)</b>												
0.42	0.78	1.94	1350	1350	1700 (1400)	0.61	1.49	2700	2850	3000 (2500)	150	400
0.48	0.78	1.94	1700	1700	2300 (1900)	0.61	1.49	2900	2750	3000 (2500)	200	500
<b>M3 or Region A (rural) and Region B (exposed suburban)</b>												
0.42	1.18	2.96	1350	1350	1700 (1400)	0.92	2.25	2050	2200	2800 (2300)	100	300
0.48	1.18	2.96	1700	1700	2300 (1900)	0.92	2.25	2600	2500	3000 (2500)	150	400

Internal spans must have both end spans 20% shorter.

Values are only valid for use with steel members of 1.5mm or thicker. Where thinner supports are used, fastener capacity must be checked. Refer to Stramit® Top Hat & Batens Product Technical Manual for more information.

For more specific applications Stramit Monoclad® cladding must be designed to the pressure and foot traffic limitations below.

### Pressures

STRAMIT MONOCLAD® CLADDING - SERVICEABILITY LIMIT STATE CAPACITY

thickness bmt(mm)	fasteners per sheet at each support	span type	pressure (kPa) at the spans (mm) shown								
			600	900	1200	1500	1800	2100	2400	2700	3000
0.42	4	internal	3.41	3.41	3.75	2.76	2.10	1.64	1.29	1.01	0.80
		equal	5.00	5.00	2.87	1.88	1.34	1.02	0.81	0.67	0.56
		double	4.06	4.06	2.34	1.55	1.13	0.88	0.72	0.61	0.53
0.48	4	internal	7.28	7.28	4.44	3.11	2.37	1.91	1.61	1.40	1.25
		equal	5.07	5.07	3.76	2.78	2.05	1.49	1.04	0.88	0.79
		double	4.54	4.54	3.52	2.70	2.05	1.53	1.13	0.83	0.76

STRAMIT MONOCLAD® CLADDING - STRENGTH LIMIT STATE CAPACITY (Non-cyclonic)

thickness bmt (mm)	fasteners per sheet	span type	pressure (kPa) at the spans (mm) shown								
			600	900	1200	1500	1800	2100	2400	2700	3000
0.42	4	internal	8.69	8.69	7.01	5.75	4.81	4.09	3.52	3.07	2.69
		equal	7.13	7.13	6.59	5.63	4.72	3.93	3.27	2.72	2.25
		double	6.24	6.24	4.81	4.00	3.49	3.14	2.88	2.49	2.53
0.48	4	internal	9.42	9.42	8.33	6.99	5.81	4.83	4.02	3.34	2.77
		equal	8.17	8.17	7.52	6.32	5.18	4.21	3.38	2.69	2.10
		double	8.10	8.10	7.46	6.38	5.37	4.50	3.77	3.16	2.64

Tables are based on testing to AS1342 and AS4040 parts 0, 1 and 2. Internal spans must have both end spans 20% shorter. Values only valid for use with steel support members of 1.5mm or thicker. Where thinner supports are used, fastener capacity must be checked. Refer to Stramit® Top Hat & Batens Product Technical Manual for more information.

Refer to Stramit® Cyclonic Areas Roof and Wall Cladding brochure for information on use in cyclonic regions.



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**Foot Traffic**

Foot traffic limits for Stramit MonoClad® cladding are shown for three alternate foot traffic categories. These are:

- High Maintenance - for applications with repeated maintenance, particularly where personnel may be unfamiliar with correct procedures for walking on metal roofs
- Normal - based on traditional expectations, with moderate maintenance foot traffic using designated foot paths.
- Controlled - spans that conform to AS1562 but require minimal careful foot traffic only on the designated foot path. Suggested for use only where occasional aesthetic imperfections from foot traffic are acceptable.

STRAMIT MONOCLAD CLADDING - FOOT TRAFFIC LIMITED SPANS (mm)					
thickness bmt	fasteners per sheet	span type	foot traffic limits		
			heavy	normal	controlled
0.42	4	internal	-	1700	2100
		equal	-	1350	1800
		double	-	1350	1800
0.48	4	internal	1000	2300	2700
		equal	800	1700	2250
		double	800	1700	2250

Tables are based on tests to AS1562 and AS4040 parts 0 and 1

For more information on foot traffic performance of Stramit MonoClad® cladding and other Stramit roofing profiles refer to Stramit's Foot Traffic Guide

**Spring Curving**

Stramit MonoClad® cladding can be spring-curved, concave and convex, including curved ridges, provided it is sealed at the apex and within the recommended limits below:

STRAMIT MONOCLAD CLADDING - SPRING-CURVED RADIUS LIMITS (m)					
bmt (mm)	performance restricted		restricted by drainage at the rainfall intensities shown		
	minimum radius	lowest neutral radius	370 mm/hr	220 mm/hr	150 mm/hr
0.42	70°	132	105	177	259
0.48	60°	132	105	177	259

<sup>4</sup>At these radii a maximum support spacing of 1200mm applies, and limit state pressure capacities are reduced by 14% for serviceability and 7% for strength. These reductions apply proportionately up to the lowest neutral radius.

For more comprehensive information on spring curving Stramit MonoClad® cladding and other Stramit® roofing profiles refer to the Stramit Spring Curving Guide.

**Thermal Expansion**

All metal roof sheeting is subject to thermal expansion and, where there is a temperature difference between the sheeting and the structure, this needs to be accommodated. The colour of the sheeting will affect the amount of thermal expansion, and whether the sheet is flat or curved will affect its ability to resist without problems.

Sheet lengths should be limited to those shown below.

STRAMIT MONOCLAD CLADDING - MAXIMUM SHEET LENGTH (m)		
roof colour	light	dark
Flat	25	17
Spring-curved	20	17

**Water Carrying**

Stramit MonoClad® cladding has excellent water-carrying capacity enabling roof slopes to be as low as 2° for many applications. Roof run lengths are the combined lengths of all roof elements contributing to a single pan drainage path. This can include the roof length upstream of a roof penetration that concentrates flow into other pans. The table below gives slopes for 100 year return period rainfall intensity.

STRAMIT MONOCLAD CLADDING - MINIMUM ROOF SLOPE (degrees)													
rainfall intensity mm/hr	local roof run length (m)											max roof run length (m) at min slope	
	30	40	50	60	70	80	90	100	110	120	130		
150									2.0	2.3	2.9	3.6	105
175									2.0	2.0	2.7	3.3	90
200									2.1	2.9	3.8	4.8	78
225									2.0	2.9	3.9	5.1	70
250									2.0	2.7	3.8	5.1	63
275									2.3	3.5	4.8	6.3	57
300									2.0	2.9	4.3	5.9	52
325									2.2	3.6	5.2	7.1	48
350									2.7	4.3	6.2	8.3	45
375									2.0	3.2	5.1	7.2	42
400									2.0	2.1	3.8	5.9	39

<sup>5</sup>Exceeds the slope of this manual

Notes: Depth of flow in pan = 50% height of underlap (regard industry standards)

For more information on water carrying performance of Stramit MonoClad® cladding and other Stramit roofing profiles refer to Stramit's Roof Slope Guide.

**Darwin Area**

Information on the use of Stramit MonoClad® cladding in the Darwin area can be found in deemed-to-comply sheets M/148/01, M/103/03 and M/104/04 in the Darwin Area Manual. These are available from Stramit.



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## Procurement


### Prices

Prices on Stramit Monoclad® cladding and its accessories can be obtained from your nearest Stramit location or distributor of Stramit products. As Stramit does not provide an installation service, ask your tradesperson for a supply and fix price. Contact your nearest Stramit location for the names of tradespersons in your area.


### Related Products


 Ridge Capping – standard or custom dimensions

 Flashings – a range of custom flashings

 Filter Strips – top and bottom; for eaves, ridge and joint sealing

Use only where sealing is preferred to ventilation

 Insulation & roofing mesh – a range of mesh, plain & foil backed blanket

 Translucent sheeting – fibreglass sheeting in a range of shades and densities

### Length

Stramit Monoclad® cladding is supplied cut-to-length. When designing or transporting long products ensure that the length is within the limit of the local Transport Authority regulations. The manufacturing tolerance on the length of product supplied is +0, -1.5mm.

### Ordering

Stramit Monoclad® cladding can be ordered directly, through distributors, or supplied and fixed from a roofing contractor.

### Delivery/Unloading

Delivery can normally be made within 48 hours, subject to the delivery location, quantity and material availability, or can be at a pre-arranged date and time. Please ensure that suitable arrangements have been made for truck unloading, as this is the responsibility of the receiver. Pack mass may be up to one tonne. When lifting Stramit Monoclad® cladding, care should be taken to ensure that the load is spread to prevent damage.


### Handling/Storage


Stramit Monoclad® cladding should be handled with care at all times to preserve the product capabilities and quality of the finish. Packs should always be kept dry and stored above ground level while on site. If the sheets have become wet, they should be separated, wiped and placed in the open to promote drying.


## Installation


### Fasteners


All fastening screws must conform to AS3566 – Class 3, are to be hexagon headed and for roofing must be used with sealing washers. For connecting to purlins or top hats use:

 For steel (0.75bmt or greater)\*  
– No.12 x 45mm self-drilling and threading screws for crest fixing

 – No.10 x 16mm self-drilling and threading screws for pan fixing to walls

 For timber (F11 or better)  
– No.12 x 65mm type 17 screws for crest fixing

 – No.10 x 25mm type 17 screws for pan fixing to walls

 Side Laps  
– No.8 - 15 x 15mm self drilling and threading screws, or

 – 3.2mm diameter sealed aluminium pop rivets

\* For steel less than 0.75bmt thickness refer to Stramit® Top Hats & Battens Product Technical Manual.

### Site Induction

Consideration should be given to handling and installation issues as part of site induction safety procedures. Specific consideration should be given to pack handling, avoidance of cuts, trips, slips and falls, long sheet handling particularly in windy conditions, sheet cutting procedures and surface temperature on sunny days. Personal Protection Equipment (PPE) should always be used.

### Installation

Stramit Monoclad® cladding is readily installed with or without fibreglass insulation blanket. If practical lay sheets in the opposite direction to prevailing weather. Installation of Stramit Monoclad® cladding is a straightforward procedure using the following fixing sequence:

- 1) Ensure all purlins are in line and correctly installed and that mesh and blanket (if specified) are in place.
- 2) Position and fix the first sheet ensuring the correct sheet overhangs (minimum 50mm). Ensure that screws are not overtightened.
- 3) Continue to fix subsequent sheets checking that sheet ends at the lower edge are exactly aligned.

It is important that the underlap of one sheet does not protrude beyond the overlap of the next – if this is unavoidable, the underlap must be trimmed locally or water 'drawback' may occur.



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- 4) Measure the overall cover width at top and bottom of the sheets from time to time to avoid 'fanning'.
- 5) For roof spans exceeding 900mm and wall spans exceeding 1200mm, slash the sidelaps at midspan.
- 6) Turn up the pans at the upper roof edge and install flashings.
- 7) Clean up the roof after each days work, removing all screws, cuttings, swarf etc. and leave roof clean and watertight.

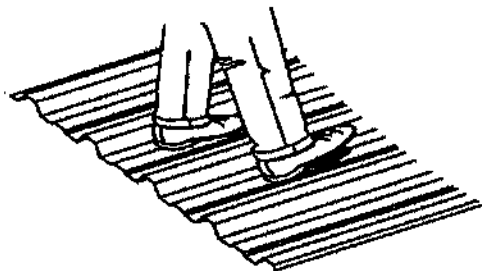
#### Insulation

Stramit Monocted® cladding is suitable for use with insulating blanket. Glasswool blanket up to 50mm thick can be readily used. Increased thicknesses require longer fasteners and greater care in installation. Increased thicknesses up to 100mm require fasteners that are 20mm longer. However, care must be taken when fixing the sheet. Stand on pans either side of rib to compress the additional material and fix fasteners until seal is touching. Do not over tighten fasteners.

#### Walking

As with all roofing products, we recommend extra caution be taken when walking on the roof. When walking on Stramit Monocted® cladding roofing always wear flat rubber soled shoes and place feet only in the pans, taking care to avoid the last pan or two near edges of the metal roof area.

Walk only in pans, or on ribs at purlin supports



#### Good Practice

Stramit recommends that good trade practice be followed when using this product, such as that found in Australian Standards Handbook HB39.

#### Sheet Handling

Cut resistant or leather gloves should be worn when handling product. Foot protection should be worn when handling and transporting product.

#### Cutting

Stramit Monocted® cladding can be easily cut, where required, using a power saw with a steel cutting blade or a power nibbler and, for localised cutting, tin snips. Avoid the use of abrasive discs as these can cause burred edges and coating damage. Please dispose of any off-cuts carefully.

### **Additional Information**

#### Maintenance

Exterior surfaces of metal products unwashed by rain can benefit from occasional washing to remove build-up of corrosive salts. Walls beneath eaves or awnings are such a situation.

#### Further Information

As well as our standard range of Technical Manuals, Installation Leaflets, Case Studies and other promotional literature Stramit has a series of Guides to aid design. These include:

- Roof Slope Guide
- Foot Traffic Guide
- Concealed Fixed Decking
- Bullnosing, Curving and Crimping
- Acoustic Panels
- Cyclonic Areas
- Spring Curving Guide

Please contact your nearest Stramit location or visit [www.stramit.com.au](http://www.stramit.com.au) to download Stramit literature.

#### Other Products

Stramit offers a wide range of building products, including:

- Purlins and girts
- Formwork decking
- Roof and wall sheeting
- Lightweight structural sections
- Truss components
- Gutters and downpipes
- Fences
- Custom flashings
- Insulating products
- Fasteners

#### References

In preparing this document reference has been made to:

- Standards Australia Handbook – HB39 (Installation code for metal roof and wall cladding)
- BlueScope Steel – Technical Bulletin TB-4 (Maintenance of Colorbond prepainted steel roofing)
- BlueScope Steel – Technical Bulletin TB-1 (Steel roofing and walling products – selection guide)

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The Stramit web page can be found at  
[www.stramit.com.au](http://www.stramit.com.au)  
 Details of many Stramit products can also be seen on the AIA site 'Product Selector' at:  
[www.selector.com.au](http://www.selector.com.au)

contact numbers for information		prices	availability	general	technical
			products coating colours	other	index product data
<b>SYDNEY</b> 33-83 Quarry Road, Enfield Park NSW 2759	phone fax	(02) 9834 0909 (02) 9834 0988		(02) 9834 0908 (02) 9834 0988	
<b>CANBERRA</b> 4 Bass Street, Queenbeyan NSW 2610	phone fax	(02) 6297 3533 (02) 6297 8069			
<b>COFFS HARBOUR</b> 6 Mainbridge Drive, Coffs Harbour NSW 2450	phone fax	(02) 6652 4333 (02) 6651 2395			(02) 4954 5833 (02) 4954 5856
<b>NEWCASTLE</b> 17 Nelson Road, Cardiff NSW 2285	phone fax	(02) 4954 5033 (02) 4954 5854			
<b>ORANGE</b> 51 Leewood Drive, Orange NSW 2800	phone fax	(02) 6361 0444 (02) 6361 9814			
<b>MELBOURNE</b> 2/1464 Fernside Gully Road, Kewlands VIC 3180	phone fax	(03) 9237 6300 (03) 9237 6399		(03) 9237 6200 (03) 9237 6299	
<b>ALBURY</b> 18 Ariel Drive, Albury NSW 2640	phone fax	(02) 6041 7600 (02) 6041 7666			
<b>BENDIGO</b> Rimley Court, Kangaroo Flat VIC 3555	phone fax	(03) 5447 8455 (03) 5447 9477			
<b>HOBART</b> 57 Crawford Street, Brighton TAS 7030	phone fax	(03) 6263 5536 (03) 6263 4950			(03) 6263 5536 (03) 6263 4950
<b>LAUNCESTON</b> 289 Hobart Road, Kipling Meadows TAS 7249	phone fax	(03) 6343 7390 (03) 6343 7381			
<b>ADELAIDE</b> 11 Seach Road, Coryn SA 5094	phone fax	(08) 8262 4444 (08) 8262 4333			(08) 8262 4444 (08) 8262 4333
<b>BRISBANE</b> 57-71 Platinum Street, Cranford QLD 4132	phone fax	(07) 3803 9999 (07) 3803 1499			
<b>TOWNSVILLE</b> 402-408 Bayview Road, Carbutt QLD 4814	phone fax	(07) 4779 0844 (07) 4775 7155			
<b>CAIRNS</b> Victoria Street, Edmontan QLD 4869	phone fax	(07) 4045 2069 (07) 4045 4762			
<b>MACKAY</b> Bridgeway Court, Glenella QLD 4740	phone fax	(07) 4942 3488 (07) 4942 2343			(07) 3803 9999 (07) 3803 1499
<b>MARYBOROUGH</b> 10 Activity St, Maryborough QLD 4450	phone fax	(07) 4121 2433 (07) 4121 3139			
<b>ROCKHAMPTON</b> 41 Johnson St, Pyrmont QLD 4702	phone fax	(07) 4936 2577 (07) 4936 4603			
<b>SUNSHINE COAST</b> Unit 4, 5 Karyd St, Kunda Park QLD 4556	phone fax	(07) 5456 4083 (07) 5456 4662			
<b>MURWILLUMBAH</b> 4 Kay Street, Murwillumbah NSW 2484	phone fax	(02) 6672 8542 (02) 6672 6796			
<b>DARWIN</b> 55 Albarrack Street, Winnie NT 0820	phone fax	(08) 8947 0780 (08) 8947 4577			
<b>PERTH</b> 603-615 Bickley Road, Haddington WA 6109	phone fax	(08) 9493 8000 (08) 9493 8099			
<b>BUNBURY</b> 15 Profile Street, Bunbury WA 6230	phone fax	(08) 9721 8046 (08) 9721 8017			

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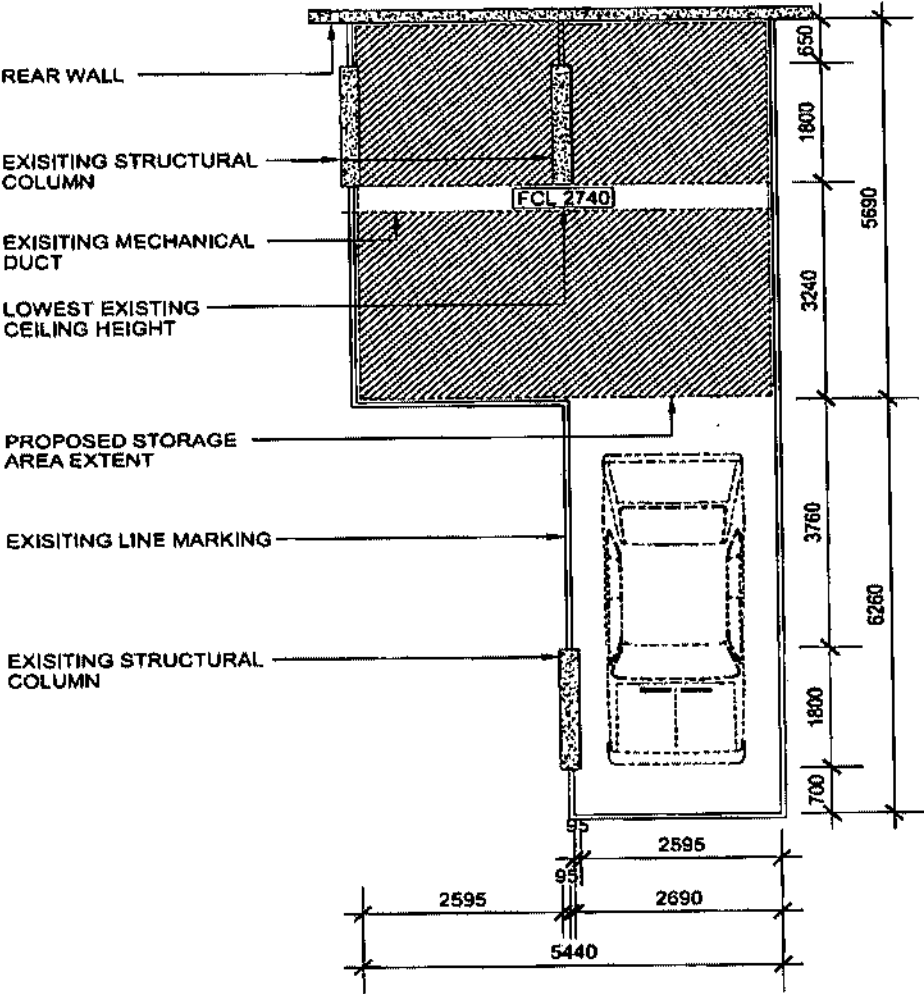
This document replaces all previous ones. Please destroy or clearly mark as superseded, all previous ones.

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Alex Borgilo  
 B. [Signature]  
 21/09/2017

"Proposed Floor Plan"



160/816 BOURKE STREET, WATERLOO 2017  
DWG 01 - PROPOSED STORAGE FACILITY    AREA: Approx. 47m2    25/07/2011    NTS



Alex Borgilo  
B. J. P.  
21/09/2017

## **Special By-Law 22: Lots 161 and 162 Renovation Works (AI359541)**

### **PART 1:**

#### **PART 1.1:**

##### **GRANT OF RIGHT:**

- 1.1 Notwithstanding anything contained in any By-Law applicable to the Strata Scheme, the Owner shall have the right of exclusive use and enjoyment of those parts of the common property occupied by the Works and shall have the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) subject to the terms and conditions contained in Part 3 of this By-Law.

#### **PART 1.2:**

##### **THIS BY-LAW TO PREVAIL:**

- 1.2 If there is any inconsistency between this By-Law and any other By-Law applicable to the Strata Scheme, then the provisions of this By-Law shall prevail to the extent of that inconsistency.

### **PART 2:**

#### **DEFINITIONS & INTERPRETATION:**

##### **2.1 Definitions:**

In this By-Law, unless the context otherwise requires or permits:

- (a) **Act** means the Strata Schemes Management Act 1996.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 822 Bourke Street, Waterloo.
- (d) **Insurance** means:
  - (i) contractors all risk insurance (including Public Liability Insurance) in the sum of \$10,000,000.00;
  - (ii) insurance required under the Home Building Act 1989 (if any); and
  - (iii) Workers' Compensation Insurance.
- (e) **Lot** means Lots 161 and 162 in strata plan 67396 (being a strata plan of subdivision of strata plan 67161).
- (f) **Owner** means the Owner(s) of the respective Lot.
- (g) **Owners Corporation** means The Owners Corporation constituted by the registration of strata plan 67161.
- (h) **Works** means the works to the Lot and the common property to be carried out for and in connection with the Owner's installation, removal, repair, maintenance and replacement (if necessary) of renovation works, comprising:
  - the creation of two openings in the common wall between Lots 161 and 162 in the Strata Scheme;
  - the installation of a steel lintel in the two openings created;

- the installation of internal walls;
- the drilling of core holes;
- the installation of fire collars and plumbing; and
- the replacement of existing entry doors with new semi frameless fixed glass doors;

together with the restoration of Lot and the common property (including the Lot) damaged by the Works, including their repair, maintenance and replacement (if necessary), and all of which are to be conducted strictly in accordance with the provisions of this By-Law and:

- the specification by Perfect Practice dated 9 July 2013;
- the Proposed DA Plan by Perfect Practice dated 17 June 2013;
- the Core Hole Plan by Perfect Practice dated 9 July 2013;
- the Existing Floor Plan by Perfect Practice dated 26 March 2013; and
- the structural engineer's certificate by JDI Design Pty. Ltd. dated 8 July 2013.

all attached in "Annexure A" to this By-Law.

## 2.2 Interpretation:

In this By-Law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any terms in the By-Law will have the same meaning as those defined in the Act;
- (c) references to legislation include references to amending and replacing legislation;
- (d) references to the Owner in this By-Law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (e) where it is unclear whether a right or obligation applies to a particular Owner, then the right or obligation applies to all Owners jointly and severally.

## PART 3:

### CONDITIONS:

#### 3.1 Prior to commencement of the Works:

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

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this By-Law (including legal and strata management costs);
- (e) provide to the Owners Corporation a dilapidation report prepared by a structural engineer approved by the Owners Corporation and having reviewed the drawings referred to in clause 2.1(h) in relation to any area of the Building (including any Lot and the common

property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and

- (f) a report prepared by an engineer approved by the Owners Corporation certifying that the Works are suitable and will not negatively impact on the structural integrity of the Building.

### **3.2 Compliant Works:**

To be compliant under this By-Law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation; and
- (b) be manufactured, designed and installed to specifications for commercial use.

### **3.3 During installation of the Works:**

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

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Building Code of Australia, Australian Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Owners, occupiers or adjoining property Owners;
- (d) carry out the installation between the hours of 8:30AM and 5:30PM Mondays – Fridays or between 8:30AM and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (e) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner described in this By-Law and as otherwise reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- ~~(i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within twenty-four (24) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and~~
- (j) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

### **3.4 After installation of the Works:**

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

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to the Lot and the common

property caused by the installation and not permitted by this By-Law has been rectified;

- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
- (d) provide the Owners Corporation (if required) with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to the Lot or the common property have been completed in accordance with the terms of this By-Law;
- (e) provide the Owners Corporation (if required) with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works are suitable and will not negatively impact on the structural integrity of the Building; and
- (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this By-Law or any consents provided under this By-Law.

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

### **3.5 Enduring rights and obligations:**

#### **3.5.1 The Owner must:**

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this By-Law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;
- (d) comply with all directions, orders and requirements of any Authority relating to the use of the Works; and
- (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

#### **3.5.2**

- (a) The rights granted in this By-Law are for the benefit of the Owner to perform the Works and use the reconfigured Lots while the Owner is the registered Owner of both Lots. In the event that the ownership of either of the Lots is to be transferred to a party not wishing to maintain the reconfiguration of the Lots, then prior to such transfer, the Owner must restore the common property wall to its original condition, restore the entry door to Lot 161 and perform such other work as is required to enable separate use of each lot.
- (b) In such restoration the Owner shall comply with all the relevant terms of this By-Law as if the restoration works were Works.
- (c) Following restoration of the common property the rights granted by this By-Law to remove portions of the wall shall cease to have effect, however the enduring obligations under this By-Law shall remain in full force and effect and the Owners of Lots 161 and 162 will be severally liable and responsible to observe the terms of this By-Law in relation to the respective portions of the Works that relate to their individual Lot.

### **3.6 Failure to comply with this By-Law:**

3.6.1 If the Owner fails to comply with any obligation under this By-Law, the Owners Corporation may:

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

3.6.2 The Owner and the Owners Corporation acknowledge and agree that the dilapidation report referred to in clause 3.1(e) of this By-Law shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any Lots.

### **3.7 Ownership of Works:**

The Works will always remain the property of the Owner.

### **3.8 Applicability:**

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



## ANNEXURE A

**PERFECT PRACTICE\***  
*designed for health, built for life*

### SPECIFICATION

**LIFE MEDICAL CLINIC EXTENSION - WATERLOO**  
(Common area works)

9<sup>th</sup> July, 2013

#### PRELIMINARIES

- Site check measure
- Safe work method statements and OH&S documentation
- All trades site inductions and establishment
- Project coordination and supervision

#### PLUMBING

- Scan concrete slab using ground penetrating radar for service location, to ensure safe drilling of core holes
- Core drill concrete slab using 65mm core drill to run drainage and hot and cold water to each basin as required.
- Install fire collars to each core hole penetration as per BCA requirements
- Connect hot and cold water and waste to sinks and basins
- Testing and commissioning on completion.

#### DEMOLITION

- Structural engineering design and report prior to removal of 2 x doorways/openings in existing block wall
- Removal of 2 portions of existing block wall to create door openings from existing medical centre to new /extended medical centre
- Installation of steel lintel after removal of walls
- Removal and tipping of all debris

#### SYDNEY OFFICE

9 Amrit Road, Seven Hills NSW 2147  
PO Box 8099, Baulkham Hills BC NSW 2153  
Ph: 1300 90 11 22 | W: [www.perfectpractice.com.au](http://www.perfectpractice.com.au) | E: [info@perfectpractice.com.au](mailto:info@perfectpractice.com.au)

Alex Borzilo  
B. *[Signature]*  
21/09/2017





**PERFECT PRACTICE®**  
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**GLAZING**

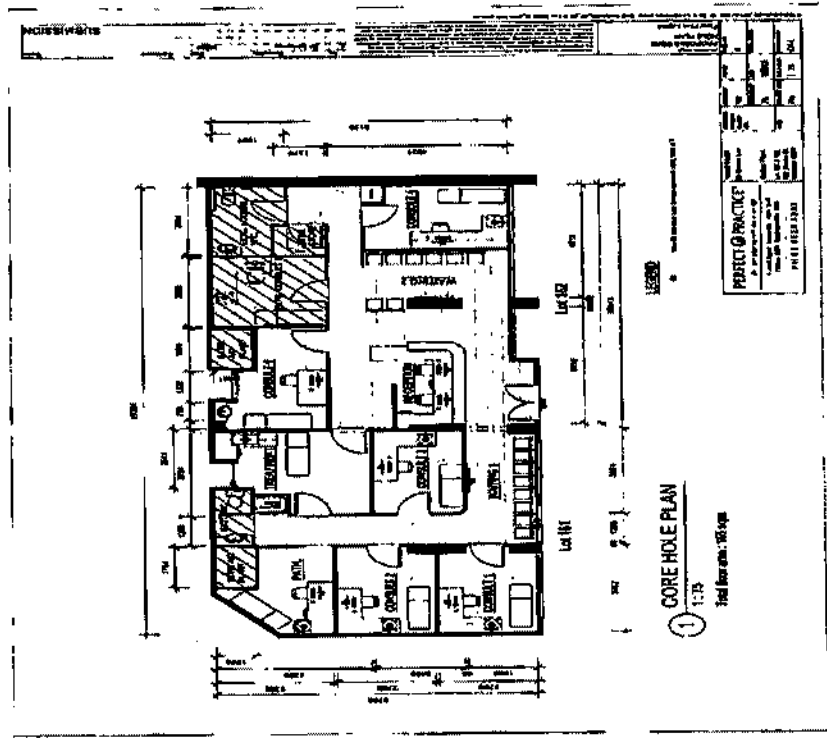
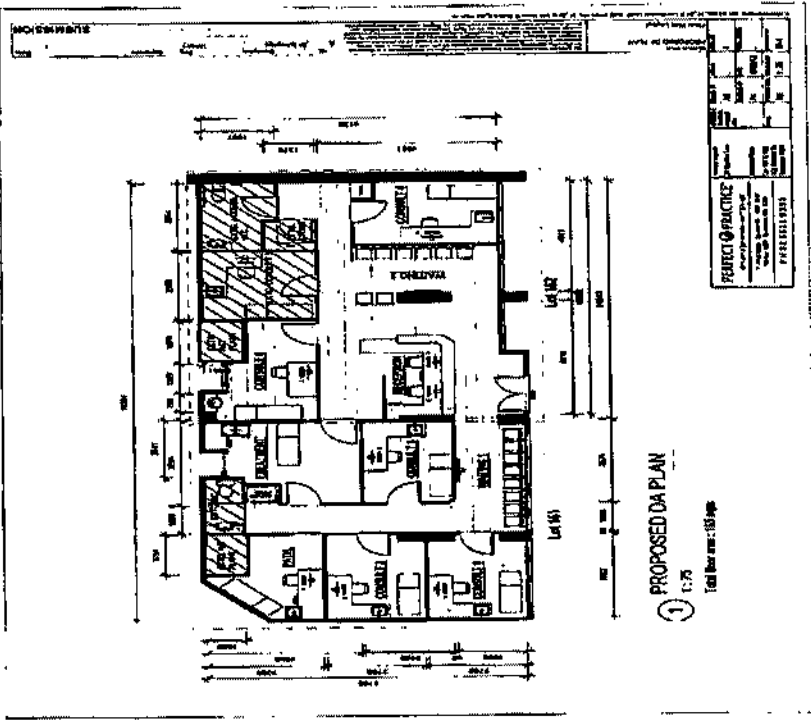
- Remove existing entry doors into consult 1 area
- Supply and install new semi frameless fixed glass top match existing glazing
- Provide BCA compliance glazing certificate

**OTHER**

- Initial professional clean at project completion

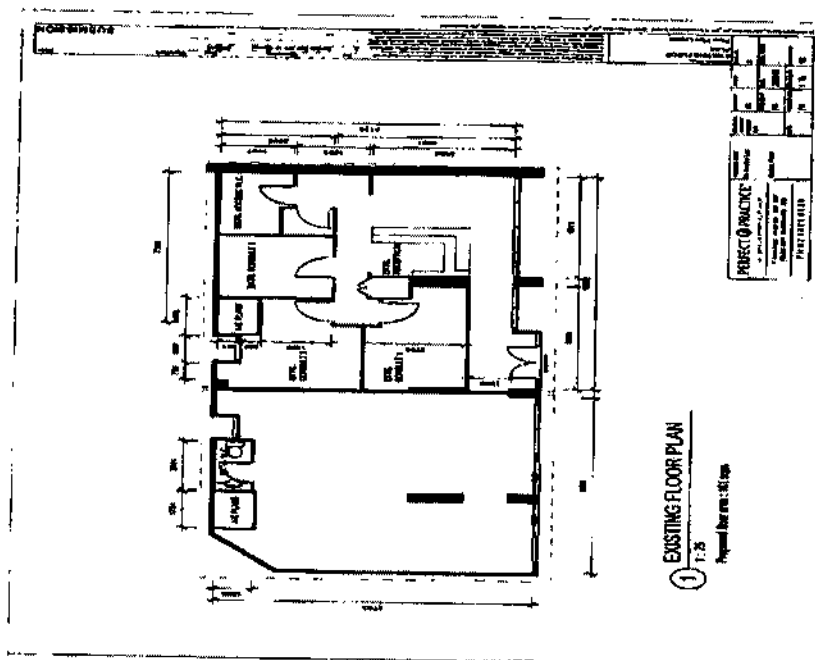


Alex Borgilo  
B. J. [Signature]  
21/09/2017



Alex Borgio  
D. *[Signature]*  
21/09/2017





Alex Borzilo  
B. ~~\_\_\_\_\_~~  
21/09/2017

*JDT Design Pty Ltd*  
Consulting Civil & Structural Engineers  
A.B.N. 73 002 242 060

Suite 13, Level 2  
20 Young Street  
NEUTRAL BAY NSW 2089

Tel: 99040935  
Fax: 99040977  
Email: [info@jdt.com.au](mailto:info@jdt.com.au)

Our Ref: 13M14

8 July 2013

Perfect Practice  
PO 8099  
BAULKHAM HILLS BC NSW 2153

ATTENTION: MR PETER ARNOT

Dear Sir

RE: PROPOSED DA PLAN  
RETAIL 8 & 9/12 BOURKE STREET, WATERLOO

On Tuesday 2 July 2013 we have inspected the Retail 8 & 9 of the above mentioned project. The purpose of the inspection is for the structural assessment of the the proposed openings in the wall separating Retail 8 and Retail 9 as indicated in drawing DA-1 by "Perfect Practice".

We have also examined the original structural drawings of the building. It indicates that the wall between the retail shops is non-load bearing. It is acceptable to cut the two openings without affecting the structural integrity of the building.

If you have any queries do not hesitate to contact us.

Yours sincerely

*P.C. Liu*  
P C Liu  
BE, ME, MBAust, CPEng, NPER



Alex Borgilo  
B. *[Signature]*  
21/09/2017

### **Special By-Law 23: Use of Rooftop Areas (A1359541)**

#### **A. Definitions:**

In this By-Law:

- (i) "Level" means the level depicted on the Registered Strata Plan for Strata Plan 67161 and sub-divisions of that Strata Plan (which at the date of passage of this By-Law comprise Strata Plans 67396, 67616 and 68677).
- (ii) "Rooftop Area" means any of the common property roof top areas comprised as part of the buildings contained within Strata Plan 67161 and sub-divisions of that Strata Plan.

#### **B. Interpretation:**

In this By-Law:

- (i) words importing the singular include the plural and vice versa;
- (ii) words importing a gender include any gender;
- (iii) words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

#### **C. Terms: General Use:**

An Owner or occupier of a Lot shall not use the Rooftop Area except in compliance with the following conditions:

- (i) An Owner or occupier wishing to make use of the Rooftop Area will obtain the key to the Rooftop Area from the Building Manager.
- (ii) Persons using the Rooftop Area shall exercise caution at all times and shall not make excessive noise or behave in any manner that is likely to interfere with the use and quiet enjoyment of a Lot, the Rooftop Area, or any other part of the common property by other persons.
- (iii) An Owner or occupier must not use the Rooftop Area between 11:00PM and 9:00AM without the approval in writing of the Owners Corporation (for the purpose of this clause approval may be given by the Building Manager acting in accordance with instructions from the Executive Committee).
- (iv) An Owner or occupier shall ensure that guests do not use the Rooftop Area unless accompanied by the Owner or occupier of the Lot. An Owner or an occupier shall take all reasonable steps to ensure that guests do not make excessive noise or behave in any manner that is likely to interfere with the use and enjoyment of a Lot, the Rooftop Area, or other part of the common property by other persons.
- (v) An Owner or occupier shall take all reasonable steps to ensure that nothing is dropped or thrown over the boundaries of the Rooftop Area.
- (vi) Children under the age of twelve (12) are not permitted on the Rooftop Area unless accompanied by an adult exercising effective control over the children.
- (vii) An Owner or occupier must not have more than six (6) guests on the Rooftop Area when special events (e.g. New Year's Eve, Australia Day, fireworks displays, sporting events, etc.) are held on Sydney Harbour.
- (viii) An Owner or occupier shall ensure in the use of the Rooftop Area that the security of the building is maintained and that nothing is done to breach fire and safety regulations and/or requirements or any other law.

#### **D. Terms: Private Functions:**

The following terms are additional to all of the terms and requirements expressed in paragraph C:

- 1. An Owner or occupier shall not use the Rooftop Area for a private function without the approval in writing of the Owners Corporation. A request for such approval must:
  - (i) be made at least fourteen (14) days before the function;
  - (ii) be accompanied by the Bond in accordance with D(2);
  - (iii) specify the nature of the function, the number of guests, the age group of the guests and the date, start time and finishing time of the function; and
  - (iv) contain the name, unit number and telephone number of the Owner or occupier

making the request.

2. Approval given by the Owners Corporation may contain the following conditions:
  - (i) the hours of use, including setting up and cleaning for the private function;
  - (ii) the limit on the number of guests allowed; and
  - (iii) the Bond of \$200.00, which may be used by the Owners Corporation in accordance with D(4).
3. An Owner or occupier conducting a private function on the Rooftop Area must ensure that:
  - (i) the information supplied to the Owners Corporation in accordance with D(1) is accurate;
  - (ii) no live or amplified music is played at any time;
  - (iii) guests do not congregate in the lift lobbies, passageways or stairs;
  - (iv) the Owner or occupier is in attendance for the duration of the function and takes all reasonable steps to ensure that the guests do not behave in a manner likely to interfere with the use and quiet enjoyment of any person lawfully using the common property;
  - (v) the Owner or occupier is responsible for providing the guests with access to the toilet and bathroom facilities;
  - (vi) other Owners or occupiers have access to the Rooftop Area;
  - (vii) any damage caused to the common property is repaired, the Rooftop Area is left clean and tidy and all rubbish is removed and correctly disposed of; and
  - (viii) keys are returned to the Building Manager within twenty-four (24) hours of the function.
4. The Owners Corporation may apply all or any part of the Bond to remedy a breach on the part of the Owner or occupier of an obligation under this By-Law. It may do so without prejudice to any other rights that may arise by reason of the breach.
5. The Owners Corporation must pay any residue of the Bond to the Owner or occupier within seven (7) days of the function.

**E. Powers of the Owners Corporation:**

In addition to those functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act or other Act, the Owners Corporation shall have the power and authority to:

- (i) Manage and control the use of the Rooftop Area for the benefit of all Owners and in accordance with fire and safety regulations and/or requirements and any terms of the Council approval.
- (ii) Install doors leading to the Rooftop Area with locking devices operable so that egress is always available from the Rooftop Area without the use of a key.
- (iii) Restrict the use of the Rooftop Area to those Owners and occupiers of Lots who have complied with the conditions for the use of the Rooftop Area.

**Special By-Law 24: "Smoking" (AJ621863)**

- 1) An Owner or occupier of a Lot must not:
  - i. Smoke any substance on any area of the common property; or
  - ii. Smoke any substance in a Lot so as to allow smoke from such substance to enter the common property or another Lot; or
  - iii. Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- 2) An occupier of a Lot must take all reasonable steps to ensure that invitees, guests, customers and/or visitors of the occupier do not:

- i. Smoke any substance on any area of the common property or allow smoke from such substance to enter the common property; or
  - ii. Smoke any substance in a Lot so as to allow smoke from such substance to enter the common property or another Lot; or
  - iii. Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- 3) An Owner of a Lot must take all reasonable steps to ensure that the occupier of his Lot complies with the terms of this By-Law.
- 4) The terms of this By-Law are in addition to the terms of Section 117 "Nuisance" of the Strata Schemes Management Act 1996.

#### **Special By-Law 25: Limit on occupancy**

- a) An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.
- b) In this by-law a term defined in the *Strata Schemes Management Act 2015 (NSW)*, whether generally or for the purposes of section 137 of that Act, has the same meaning.

#### **Special By-Law 26: Delegation to the strata committee**

The owners corporation, within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015 (NSW)*, delegates its functions, for the purposes of section 110 of that ACT, to the strata committee.

#### **Special By-Law 27 – Lot 38 Works**

##### **1. Part 1: Introduction**

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the Strata Schemes Management Act 2015 (NSW).
- (2) The effect of the by-law is to grant the Owner of Lot 38 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the Strata Schemes Management Act 2015 (NSW) and the obligation of the Owner, subject to this by-law, to maintain those works in a state of good and serviceable repair.

##### **2. Part 2: Definitions and Interpretation**

- (1) In this by-law:
  - (a) **Approval of Council** means any approval that the Owner is required to obtain for the Works, if any, from all relevant statutory bodies, including Council.
  - (b) **Building** means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
  - (c) **Bond** means a cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 14.



- (d) **Council** means the state or local government body or planning authority with authority to determine applications under the Environmental Planning and Assessment Act 1979 (NSW).
- (e) **Hard Surface Flooring** means any flooring that is not carpet or underlay.
- (f) **Lot 38** means Lot 38 in Strata Plan 67161.
- (g) **Owner** means the owner from time to time of Lot 38.
- (h) **Owners Corporation** means the owners corporation of Strata Plan 67161.
- (i) **Special By-Law 6** means Special By-Law 6 in registered dealing AE72785 (Works) registered in the Strata Scheme.
- (j) **Special By-Law 14** means Special By-Law 14 in registered dealing AH21946 (Amendment Special By-Law 6 "Works" in registered dealing AE72785) registered in the Strata Scheme.
- (k) **Special By-Law 19** means Special By-Law 19 in registered dealing AH887910 (Installation of Hard Surface Flooring) registered in the Strata Scheme.
- (l) **Strata Scheme** means the Strata Scheme in relation to Strata Plan 67161.
- (m) **Works** means the works to the Lot and common property described as follows:

(i) **Kitchen Level 6:**

- i. Completely remove old U shaped kitchen;
- ii. Replace with L shape and incorporate an Island bench;
- iii. New appliances including oven, hot plates, dish washer, integrated fridge, sink, taps, hot/cold/sparkling water tap, extraction system;
- iv. Pantry built on passage way wall up to bulkhead.

(ii) **Bedroom Level 6:**

- i. Install a wall unit of cupboards incorporating a Vintec wine cellar;

(iii) **Bathroom Level 6:**

- i. Replace vanity and cupboard space;
- ii. Retain basin and taps;
- iii. Retain bath;
- iv. New shower head (rain and hand nozzle on rail) at existing end of bath;
- v. Replace sliding glass doors with swing door;
- vi. Re-grout floor tiles.

(iv) **Laundry Level 6:**

- i. Re-grout existing floor tiles;
- ii. Replace storage cupboards.

**(v) Bathroom Level 7:**

- i. Replace vanity and cupboard space;
- ii. Remove bath and sliding doors;
- iii. Replace with walk in shower and half glass wall;
- iv. New shower head (rain and hand nozzle on rail) on opposite wall;
- v. New floor and wall tiles;
- vi. New toilet system;
- vii. New towel rails.

**(vi) Flooring Level 6 and 7:**

- i. Re-carpet Bedroom Level 7 and Bedroom Level 6;
- ii. Re-grout Bathroom Level 6 tiles and Laundry;
- iii. New tiles in Bathroom Level 7 to walls and floor;
- iv. Install wooden floorboards comprising satin blackbutt wooden floorboards with appropriate underfelt to kitchen, lounge, stairs and entry hall.

which works are more particularly described in the following documents copies of which were **attached** to the notice of this meeting and marked with the letter "A";

(vii) 8 x Undated Plans and Specifications prepared by Andrew Wright;

(viii) Costing for New Bathroom/Laundry and Kitchen prepared by Brindabella Home Improvements dated 29 June 2016 including Appendix "A" – Specifications and Appendix "B" – Trade Works and Appendix "C" – Additional Services;

**3. Part 3: Grant of Special Privilege in Respect of the Common Property**

- 1. On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

**4. Part 4: Conditions Required Before the Works Commence**

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) A copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
  - (b) A copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning and Assessment Act 1979.
  - (c) A copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989.
  - (d) A copy of a certificate of a duly qualified structural engineer addressed to the Owners Corporation certifying, if required, that the Works will not:

- a. damage the building or any part of it or affect its structural integrity directly or indirectly; and
  - b. damage or affect the integrity of waterproofing; and
  - c. damage or affect the integrity of fire safety separations between the Owners lot, the other Lots and common property.
- (e) Evidence the Hard Surface Flooring which is proposed to be installed as part of the Works will be subject to Impact Sound Isolation rating in accordance with Special By-Law 19.
  - (f) An itemised quotation and licence details from the tradesperson who has been retained to carry out the works.
  - (g) A certificate of currency of insurance for the works of Contractors' All Risks Insurance Cover taken out with a reputable insurer incorporating cover of at least ten million dollars (\$10,000,000), against public risk in respect of claims for death, injury, accident and damage in the course of or by reason of the Works.
  - (h) A certificate currency of insurance for any additional Insurance required to be obtained in accordance with Special By-Law 6 including insurance required under the Home Building Act 1989 (if applicable).
  - (i) A cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 14.
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of:
    - (a) The proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.
    - (b) The proposed location, style, design and type of any Hard Surface Flooring which is proposed to be installed as part of the Works.

## **5. Part 5: Performance of the Works**

- (1) In carrying out the Works, the Owner must ensure:
  - (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
  - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
  - (c) That appropriately qualified and licenced tradespeople are engaged.
  - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 16 weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.

- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.
- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 4.00 PM Monday to Friday Inclusive, Saturday 9.00 AM to 2.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.
- (10) The Owner must comply with the terms and conditions set out in Special By-Law 6, Special By-Law 14 and Special By-Law 19.

**6. Part 6: Requirements following completion of the Works.**

- (1) After completion of the Works, the Owner must provide the Owners Corporation with:
  - a. a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979; and
  - b. a copy of a certificate from a duly qualified structural engineer addressed to the Owners Corporation certifying that the Works have been carried out in accordance with the procedures approved by the structural engineer.

**7. Part 7: Maintenance of the Common Property**

1. The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair. The Owner must repair promptly any damage caused or contributed to by 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.
2. Subject to clause 7.1 and to any special resolution under s106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

**8. Part 8: Indemnity and Costs**

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.

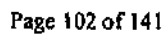
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

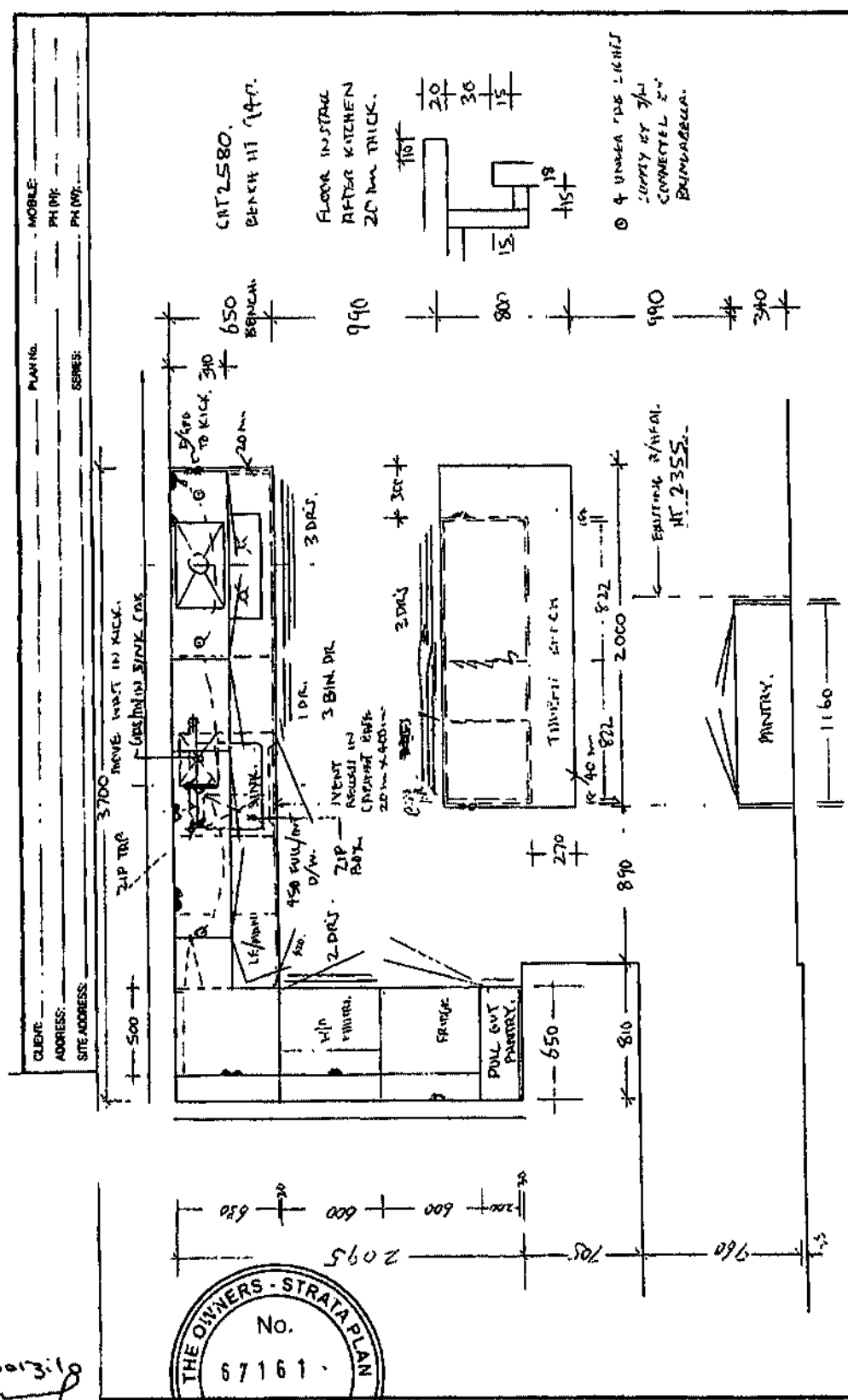
**9. Part 9: Breach of a Term of the By-Law**

1. If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
2. Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 38 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.
3. Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
4. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
5. The Owners Corporation may apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

**10. Part 10: Existing By-Laws**

1. The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161 and in particular Special By-Law 6, Special By-Law 14 and Special By-Law 19.

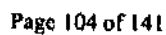





Alex Borzilo  
B. [Signature]  
21/09/2017

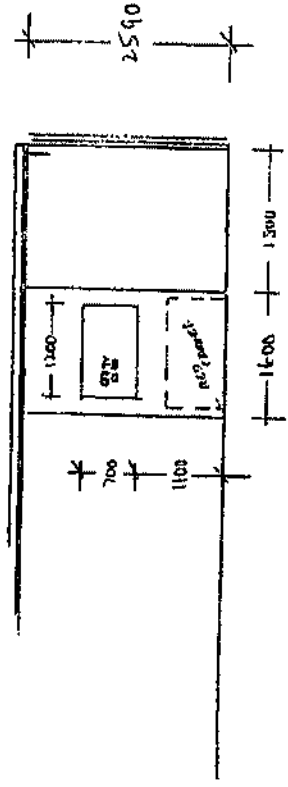
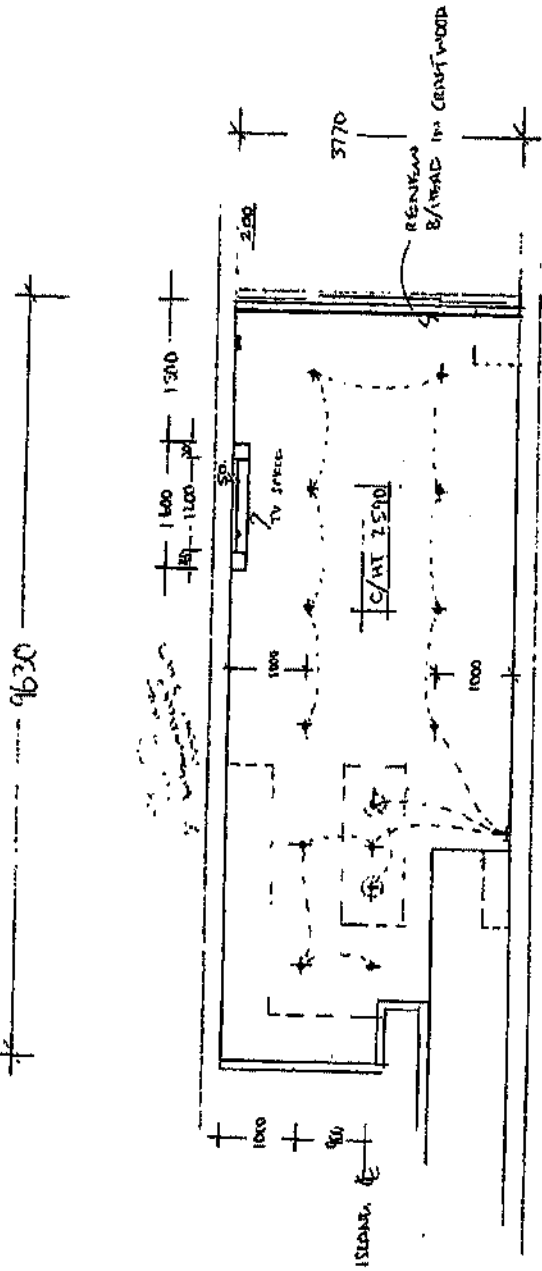
THE OWNERS - STRATA PLAN  
No.  
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Common Pool

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Page 105 of 141



CEILING & TV WALL PLANS

ANDREW WRIGHT 0410676760

12/245 WORKING LIGHTS

2/ PERMANENT FISHING SUPPLY BY CURRENT



Alex Banzito  
 B. [Signature]  
 21/09/2017

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SITE ADDRESS: \_\_\_\_\_

PLAN NO: \_\_\_\_\_

SERIES: \_\_\_\_\_

MOBILE: \_\_\_\_\_

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PH (H): \_\_\_\_\_

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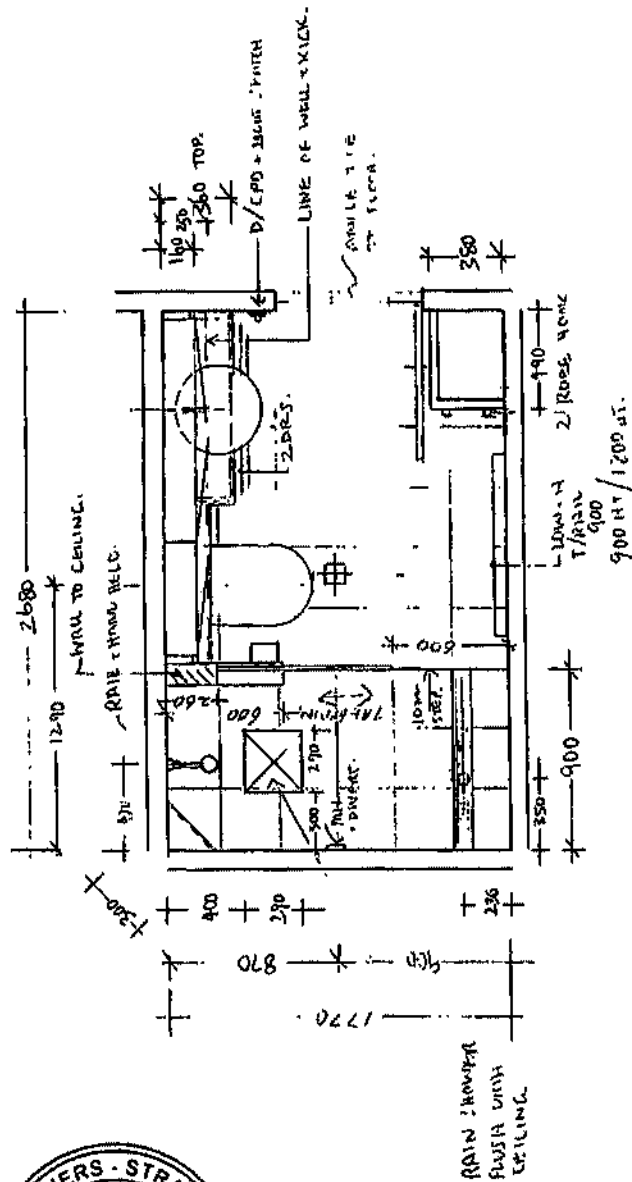
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Alex Borgilio  
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 21/09/2017

CLIENT: \_\_\_\_\_ PLAN NO: \_\_\_\_\_ MOBILE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PH NO: \_\_\_\_\_  
SITE ADDRESS: \_\_\_\_\_ SERIES: \_\_\_\_\_ PH (M): \_\_\_\_\_



THE OWNERS - STRATA  
No.  
67161  
COLUMBIA

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**kitchens  
& bathrooms**



### JOIN AN AWARD WINNING TEAM

Winner HIA NSW 2014 Bathroom Design of the Year  
Winner HIA NSW 2014 Bathroom of the Year/Large Bathroom over 5sqm  
Finalist HIA NSW 2014 Bathroom Design of the Year/Renovations Additions Project under \$200,000  
Finalist KBDI 2014 Designer Awards - Large Bathroom NSW/Design Space  
Finalist HIA 2012 Australian Housing Awards - Bathroom Design of the Year  
Winner HIA NSW 2011 - Bathroom Design of the Year  
Finalist HIA 2009 Australian Housing Awards - Bathroom Project of the Year  
Finalist KBDI 2009 Designer Awards - Small Bathroom NSW/Large Bathroom NSW  
Winner HIA NSW 2008 Kitchen & Bathroom Awards - Bathroom Project of the Year/Small Bathroom under 5sqm  
Winner HIA NSW 2007 Kitchen & Bathroom Awards - Small Bathroom under 5sqm  
Winner HIA NSW 2006 Kitchen & Bathroom Awards - Best Bathroom Designed to a Specific Theme (Traditional)  
Finalist 2004 HIA NSW 2004 Kitchen & Bathroom Awards - Small Bathroom Project  
Finalist 2003 HIA NSW 2003 Kitchen & Bathroom Awards - Large Bathroom Project  
Winner HIA NSW 2002 Kitchen & Bathroom Awards - Large Bathroom Project over 5sqm

### COSTING For your new bathroom/Laundry and Kitchen:

*This quotation is based on plans and specifications as discussed.*

MATERIALS AND LABOUR	(Appendix A)	\$59,850
PRIME COST ITEMS (May vary due to selections)	(Appendix B)	\$ -
SUB TOTAL		\$59,850
GST		\$5,985
TOTAL INVESTMENT (inc GST)		\$65,835

Quotation Date 29/06/2016

Quotation valid until 27/07/2016



BRINDABELLA HOME IMPROVEMENTS - ABN: 59118548897  
BUILDERS LICENCE NUMBER: 184211C  
Email: info@brindabellahomeimprovements.com.au  
Web: www.brindabellahomeimprovements.com.au  
Telephone: 1300 794 488 Fax: (02) 8674 3533  
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B. Burgillo  
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## APPENDIX A – SPECIFICATIONS

### A. PRELIMINARY DESIGN & SELECTIONS

#### 1. APPOINTMENTS

- a. Initial two-hour in-house appointment with the designer/builder to De Brief
- b. Second two-hour in-house if required with designer/builder to view detailed plans and elevations, and discuss bathware selection.

#### 2. CHECK MEASURE

- a. Comprehensive check measure appointment with designer, project manager and assistant to attend.
  - i. All selections are checked and documented including
    - Water mains and water pressure
    - Floor condition in work area
    - Driveway condition
    - Allocated rubbish area
    - Dust prevention
    - Safety switch/power disconnection
    - Keys and access
    - Existing floor level
    - Other aspects specific to the individual project



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### 3. ADMINISTRATION SUPPORT

- a. Full office support to manage any administration issue including account reconciliation, management of payment schedule, checking orders etc...
- b. Supplied documentation includes:
  - i. Progress payments – amounts and due dates
  - ii. Specifications and selections – itemised pricing
  - iii. Schedule and timeline – from start to finish

### 4. COMPREHENSIVE PLANS & ELEVATIONS

By others

## **B. TRADE WORKS**

### 5. ROOM PREPARATION

- a. Walls and Floor: Strip walls to ceiling and strip floor to structural sub floor (to retain minimal step up into the bathroom and laundry) and kitchen and laundry cabinetry.
- b. Ceiling and P50 shadow line: Replace ceilings to bathroom, kitchen, dining and lounge
- c. Supply and install approx. 15Lm of 90mm cove cornice.



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**6. WALL PREPARATION (automatic inclusion)**

- a. Straighten timber studs to reduce bows prior to lining
- b. Replace minor wet rot, dry rot and termite-damaged studs
- c. Assess loose/missing bricks and repair
- d. Level ceiling joist if ceiling removed

**7. LINING/RENDERING**

- a. Walls lined to strip-out height with 6mm villaboard nailed at 400mm centres
- b. Quality render used with special additives to improve the quality

**8. PLUMBING/DRAINAGE**

- a. Renew plumbing/drainage to accommodate new sanitary items
- b. Layout as per plan and limited to 11 x water moves and 2 x drainage move
- c. Fitting of all taps (mixers or standard), toilet and shower rose
- d. Installation washer and kitchen/laundry mixer

**9. ELECTRICAL (standard inclusions unless otherwise noted on plan)**

- a. Power: 3 x double power point
- b. Ventilation: TBC
- c. Lights:
  - i. General: 20 LED down lights
  - ii. Specific: TBC
  - iii. Basic kitchen
- d. Heating: TBC



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#### 10. CARPENTRY

- a. Trim existing door and adjust existing lock/handle
- b. Refit new solid timber trim work as required (double rebate)
- c. Construct hob dwarf wall and blade wall as required
- d. Install all fittings (towel rail, soap holder, toilet roll holder etc...)
- e. Minor associated works

#### 11. FLEXIBLE SEALANT

- a. Applied to all internal tiled corners and where tiles meet a foreign service

#### 12. WATERPROOFING (Davco K10 or Davco K11 brand)

- a. Davco K10 or Davco K11 brand used – environmentally friendly and non-toxic
- b. Includes subterranean, primers, screed, additives, waterproof membranes, glues, sealers and grout in accordance with Australian Standards AS3740 and AS4858
- c. Australian Standards require two coats; we apply three coats as standard

#### 13. TILING

- a. Walls: Ceramic, Vitrified or Rectified to 23m<sup>2</sup>
- b. Floors: Natural stone or Vitrified to 8m<sup>2</sup>
- c. Feature: TBA
- d. Chronographic test: to detect radical free ions if required

#### 14. PAINTING: By Others



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## C. ADDITIONAL SERVICES

### 15. CLEANING

- a. The entire bathroom/ensuite is cleaned to a spotless finish ready for handover

### 16. GENERAL

- a. Rubbish: All rubbish is removed from site on strip out day and thereafter stockpiled for removal before completion
- b. On-site Supervisor: Allocated for the duration of your project
- c. Dust control: Tarps, dust sheets, painter's tape etc...
- d. Bathroom Specification Sheet: You will be provided with a detailed list of all work to be completed and all bathroomware items included (Including A3 Plans – see point 4 above)
- e. Project Manager: Owner and principal designer John Spiteri project manages every project
- f. Written Schedule: You will be provided with a full, written schedule shortly after check measure

### 17. INSURANCE/WARRANTIES

- a. Home Warranty Insurance: For all work valued at more than \$20,000 we include the cost of Warranty Insurance as required by Department of Fair Trading
- b. Five Year Customer Service & Maintenance Plan: For up to five years after completion, our plan protects you from unexpected maintenance issues and repairs separate to your Product Manufacturer's Warranty and Builder's Warranty



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#### 18. GUARANTEE

- a. Workmanship guarantee as per guidelines from Department of Fair Trading –  
6 years for structural defects/2 years for non-structural defects
- b. PC Items covered by Manufacturer's Warranty

#### 19. CONTRACT

- a. We use a standard Housing Industry Association contract which is a  
requirement for all work where the labour cost exceeds \$1000.00

#### 20. EXCLUSIONS

- a. Gas relocation
- b. Safety switches: as required by law – if a licenced electrician is required an  
extra charge will apply
- c. Structural floor construction
- d. New circuit
- e. Kitchen bulk head
- f. Stone tops



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## **Special By-Law 28: Lot 216 Works**

### **1. Part 1: Introduction**

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the Strata Schemes Management Act 2015 (NSW).
- (2) The effect of the by-law is to grant the Owner of Lot 216 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the Strata Schemes Management Act 2015 (NSW) and the obligation of the Owner, subject to this by-law, to maintain those works in a state of good and serviceable repair.

### **2. Part 2: Definitions and Interpretation**

- (1) In this by-law:
  - (a) **Approval of Council** means any approval that the Owner is required to obtain for the Works, if any, from all relevant statutory bodies, including Council.
  - (b) **Building** means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
  - (c) **Council** means the state or local government body or planning authority with authority to determine applications under the Environmental Planning and Assessment Act 1979 (NSW).
  - (d) **Hard Surface Flooring** means any flooring that is not carpet or underlay.
  - (e) **Lot 216** means Lot 216 Strata Plan 67161 which is a sub division of Lot 89 in Strata Plan 67161.
  - (f) **Owner** means the owner from time to time of Lot 216.
  - (g) **Owners Corporation** means the owners corporation of Strata Plan 67161.
  - (h) **Strata Scheme** means the Strata Scheme in relation to Strata Plan 67161.
  - (i) **Works** means the works to the Lot and common property described as follows:
    - (i) Remove existing kitchen floor tiles as per Demolition Plan;
    - (ii) Remove all associated rubbish from site;
    - (iii) Supply and install Regupol 4515 9mm underlay to comply with building requirements;
    - (iv) Supply and install adhesive with 10mm Polished Porcelain Marble tiles;
    - (v) Tiles to be Cremo Delicato Lappatto supplied by Alexandria Tiles and Flooring

### **3. Part 3: Grant of Special Privilege in Respect of the Common Property**

- (1) On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

#### **4. Part 4: Conditions Required Before the Works Commence**

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) If applicable, a copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
  - (b) If applicable, a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning and Assessment Act 1979.
  - (c) If applicable, a copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989.
  - (d) A copy of a certificate of a duly qualified structural engineer addressed to the Owners Corporation certifying, if required, that the Works will not damage or affect the integrity of the waterproofing.
  - (e) A certificate of currency of insurance for the works of Contractors' All Risks Insurance Cover taken out with a reputable insurer incorporating cover of at least ten million dollars (\$10,000,000), against public risk in respect of claims for death, injury, accident and damage in the course of or by reason of the Works.
  - (f) A certificate currency of insurance for any additional Insurance required to be obtained in accordance with Special By-Law 6 including insurance required under the Home Building Act 1989 (if applicable).
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

#### **5. Part 5: Performance of the Works**

- (1) In carrying out the Works, the Owner must ensure:
  - (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
  - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
  - (c) That appropriately qualified and licenced tradespeople are engaged.
  - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 2 weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.

- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.
- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 4.00 PM Monday to Friday inclusive, Saturday 9.00 AM to 2.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.
- (10) The Owner must comply with the terms and conditions set out in Special By-Law 6, Special By-Law 14 and Special By-Law 19.

**6. Part 6: Requirements following completion of the Works.**

- (1) After completion of the Works, the Owner must provide the Owners Corporation with:
  - (a) If applicable, a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979.

**7. Part 7: Maintenance of the Common Property**

- (1) The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair. The Owner must repair promptly any damage caused or contributed to by 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.
- (2) Subject to clause 7.1 and to any special resolution under s106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

**8. Part 8: Indemnity and Costs**

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.

- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

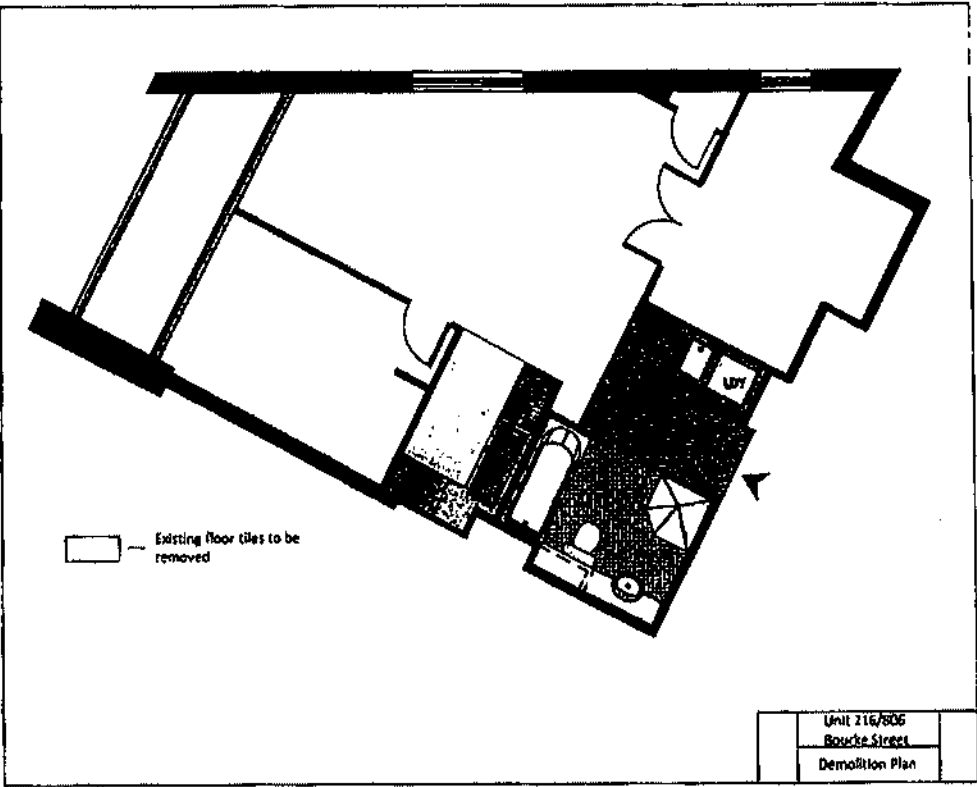
**9. Part 9: Breach of a Term of the By-Law**

- (1) If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
- (2) Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 216 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.
- (3) Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
- (4) The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

**10. Part 10: Existing By-Laws**

- (1) The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161 and in particular Special By-Law 6, Special By-Law 14 and Special By-Law 19.





Alex Borsillo  
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21/09/2017

## **Special By-Law 29: Lot 333 Works**

### **(a) DEFINITIONS**

- i. In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
  - (A) **"Act"** means the Strata Schemes Management Act 2015 (NSW);
  - (B) **"Authority"** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot;
  - (C) **"Insurance"** means before and during the removal, repair or replacement of the Works, the licensed contractor has in place:
    - (aa) a Construction Liability Insurance policy providing cover for:
      - Physical loss or damage occurring to the Works whilst in the course of construction to their full value by events such as earthquake, storm, fire, lightning, theft including cover for the removal of debris;
      - The contractor and all sub-contractors against the risk of liability for death, personal injury, accident and property damage to at least \$10 million in respect of any one claim occurring in the course of carrying out the Works (commonly called "public liability risk insurance").
    - (bb) Workers' compensation insurance for employees of the contractor;
    - (cc) Home building insurance for the works pursuant to the Home Building Act 1989 (NSW).
  - (D) **"Lot"** means the lot number referred to in the Schedule;
  - (E) **"Owner"** means the owner for the time being of the Lot including successors in title;
  - (F) **"Works"** means the installation of the Works listed in the Schedule.
- ii. Where any terms are used in this by-law are defined in the Act they will, unless the context indicates otherwise, have the same meaning as those words have in the Act.

### **(b) RIGHTS**

The Owner of the Lot is conferred with the special privilege in respect of the common property to retain the Works SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

- i. **REQUIREMENT TO PROVIDE**
  - (A) The Owner must:
    - (i) if required by the local Council, obtain a s 149A-E building certificate from the Council to validate the construction of the Works and comply with any conditions imposed by the Council; and
    - (ii) indemnify the Owners Corporation in respect of the reasonable costs incurred by the Owners Corporation, if any in dealing with such a request of the Council.
- ii. **INDEMNITY AND INSURANCE**

At all times, the Owner shall indemnify the owners corporation against the following:

  - (A) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works;
  - (B) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 122 of the Act or in exercising the power of entry for the purposes of or related to such works.
- iii. **COMMON PROPERTY MAINTENANCE**

At all times, the Owner must maintain and repair all common property in contact with or affected by reason of the installation of the Works.
- iv. **APPEARANCE**

The Owner must not keep or allow to be kept upon the Works anything which when viewed from outside the Lot is not in keeping with the rest of the building.
- v. **OWNER'S FIXTURES**

At all times:

- (A) the Works shall be and remain Owner's fixtures;
- (B) the Owner must maintain:
  - the Works; and
  - the fibreglass roof sheeting of the pergola over the two rooms being the study and the rumpus room

in a state of good and serviceable repair and for this purpose, renew and replace them whenever the owners corporation may reasonably require, as they become worn out, damaged, defaced or inoperable.

vi. DAMAGE

- (A) The Owner is liable and remains liable for any damage caused to any part of the common property or to any other lot in the strata scheme as a result of the maintenance and keeping in a stage of good and serviceable repair of the common property;
- (B) The Owner is liable and remains liable for any damage caused to any part of the common property or to any other lot in the strata scheme as a result of the removal of part or all of the Works;
- (C) The Owner must take all steps necessary to make good damage within a reasonable time after it has occurred.

vii. BEFORE REPAIR OR REPLACEMENT OF THE WORKS

Before repair or replacement of part or all of the Works may occur, the Owner must:

- (A) obtain all necessary approvals from any Authorities and provide a copy to the owners corporation;
- (B) provide a complete copy of the development application and/or complying development certificate application (as applicable) to the owners corporation in order to obtain its written consent to lodge such application (such consent not to be unreasonably withheld or delayed);
- (C) provide a complete copy of the construction certificate application to the owners corporation in order to obtain its written consent to lodge such application (such consent not to be unreasonably withheld or delayed);
- (D) provide a final copy of the construction certificate plans stamped by the local council or private certifier to the owners corporation;
- (E) ensure that they and/or their contractors (as applicable) effect and maintain Insurance and provide a copy to the owners corporation;
- (F) obtain the owners corporation's approval (not to be unreasonably withheld or delayed) for the proposed employees, contractors and agents to be used to perform the Works and to facilitate that approval, the Owner must provide the owners corporation with:
  - (aa) details of all employees, contractors and agents that the Owner proposes to use to perform the repair or replacement works, including name, contact details and licence number together with a copy of their licence;
  - (bb) evidence that each employee, contractor and agent has in place the Insurances.

viii. DURING REMOVAL, REPAIR OR REPLACEMENT OF THE WORKS

Whilst part or all of the Works are being removed, repaired or replaced, the Owner must:

- (A) use only duly licensed employees, contractors or agents approved by the owners corporation to conduct the removal, repair or replacement of the Works and supply their contact details (including telephone number) before each of them commences their work;
- (B) ensure any removal, repair or replacement of the Works is conducted in a proper and workmanlike manner and complies with the current National Construction Code of Australia and the Australian Standards and the law;
- (C) use reasonable endeavours to cause as little disruption as possible;
- (D) only perform any removal, repair or replacement of the Works during the times of 7am to 5pm Monday to Friday or such other times as reasonably approved by the owners corporation;

- (E) transport all construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (F) protect all affected areas of the building outside the Lot from damage relating to the repair or replacement of the Works or the transportation of construction materials, equipment and debris;
  - (G) keep all affected areas of the building outside the Lot clean and tidy and remove all debris from the building;
  - (H) allow a representative of the owners corporation (including contractors and advisers appointed by the owners corporation) to inspect the Lot during the course of such removal, repairs or replacement;
  - (I) ensure that the removal, repair or replacement of 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 bylaw and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
  - (J) not vary the repair or replacement of the Works without first obtaining the consent in writing from the owners corporation.
- ix. **AFTER REMOVAL, REPAIR OR REPLACEMENT OF THE WORKS**  
 After the Works have been removed, repaired or replaced, the Owner must without unreasonable delay:
- (A) notify the owners corporation that the removal, repair or replacement of the Works has been completed;
  - (B) notify the owners corporation that all damage, if any, to any lot and common property caused by the removal, repair or replacement of the Works and not permitted by this bylaw has been rectified;
  - (C) provide the owners corporation with a copy of any certificate or certification required by an Authority to certify the removal, repair or replacement Works; and
  - (D) provide the owners corporation with proof that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this bylaw.
- x. **INDEMNITY**  
 The Owner must keep the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property or other property or person insofar as such injury, loss or damage arises out of:
- (A) the failure to maintain and keep in a state of good and serviceable repair the common property; and
  - (B) the removal, repair or replacement of part or all of the Works.
- xi. **REASONABLE EXPENSES**
- (A) The owner must pay the following reasonable expenses of the owners corporation:
    - if necessary to be engaged, the lawyer of the owners corporation to review Annexure "A" and this by-law up to a maximum total of \$550.00;
    - those of the strata managing agent for the owners corporation up to a maximum of \$330.00;
    - if no review is done by the lawyer, the registration of this bylaw at the Registrar General's Office up to a maximum total of \$450.00;
    - the costs of the owners corporation and the strata managing agent to update the by-law records of the owners corporation in order to achieve a consolidated version thereof up to a maximum total of \$220.00.
  - (B) If each of the above expenses are not paid by the owner within 28 days of receiving an itemised tax invoice as to the expenses claimed, the owners corporation may recover the expenses from the owner under the Act as if it were an amount of unpaid contributions.
- xii. **BY-LAW DEFAULT**  
 Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 122 of the Act carry out such condition, may enter upon any part of the parcel and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

## **SCHEDULE**

**LOT NO.**

333 in SP 68677 (which strata plan is a strata plan of subdivision registered in respect of Lot 261 in SP67616) shown on sheets 19 & 20 thereof and marked "A1"

**DESCRIPTION OF WORKS**

**(5) Level 9 - Rumpus room (W side) - works done internally**

- (k) removal of 2 x glass panel doors separating the rumpus room and terrace lobby and replace with:
  - 2 x fixed timber panels; and
  - one timber sliding door.
- (l) installed vertical 6"(w) gyprock bracket on the (N) side of the rumpus room entrance doorway from where glass panels were taken out (for appearance purposes);
- (m) installed wooden tiles on top of one existing column for appearance;
- (n) installed new light switch and 2 x wall light fittings at the top of the wooden tiles;
- (o) installed new gyprock ceiling below the existing fibreglass sheeting pergola roof which fibreglass remains and is above the new gyprock ceiling;
- (p) installed 4 x panels of floor to ceiling aluminium bi fold doors at (S) side of rumpus 3.580m(L) for enclosure thereof;
- (q) laid new floor tiles throughout this room on top of existing floor tiles;
- (r) installed 2 sets of built-in wardrobes and shelves on each side of (c) above;
- (s) installed internal unit of a split system air conditioner to existing internal (W) wall (and condenser unit at (W) side of open terrace);
- (t) installed roller blinds.

**(6) Level 9 - Study room (E side) - works done internally**

- (g) installed a floor to ceiling aluminium framed glass window 2.66m(L) for enclosure thereof;
  - (h) installed new gyprock ceiling below the existing fibreglass roof of the pergola;
  - (i) installed light switch and ceiling light fitting;
  - (j) laid new floor tiles on top of existing floor tiles;
  - (k) installed built-in sliding 3 panel wardrobe and shelves;
  - (l) installed roller blinds
- whereby in respect of items 1(f) and 2(a) are annexed the following documents:
- the architect plans of NK Architect of October 2016 marked "A2"; and
  - the structural integrity engineering certificate of Boulos Haykal of November 2016 marked "A3".

**(7) Level 9 - Water Feature:** Installed a small water feature on the terrace of level 9 located on the (E) side of the column separating the Rumpus Room and Study room which includes a vertical wooden

timber frame 2m(H) x 1m(W);  
(8) Level 8 - Media Room: Removal of the 3  
sided glass panels that enclosed the small  
area.

**LIST OF ANNEXURES**

- "A1" - Sheets 19 and 20 of SP 68677;
- "A2" - Plan of NK Architect of October 2016;
- "A3" - Engineering Certificate of Boulos Haykal of November 2016.

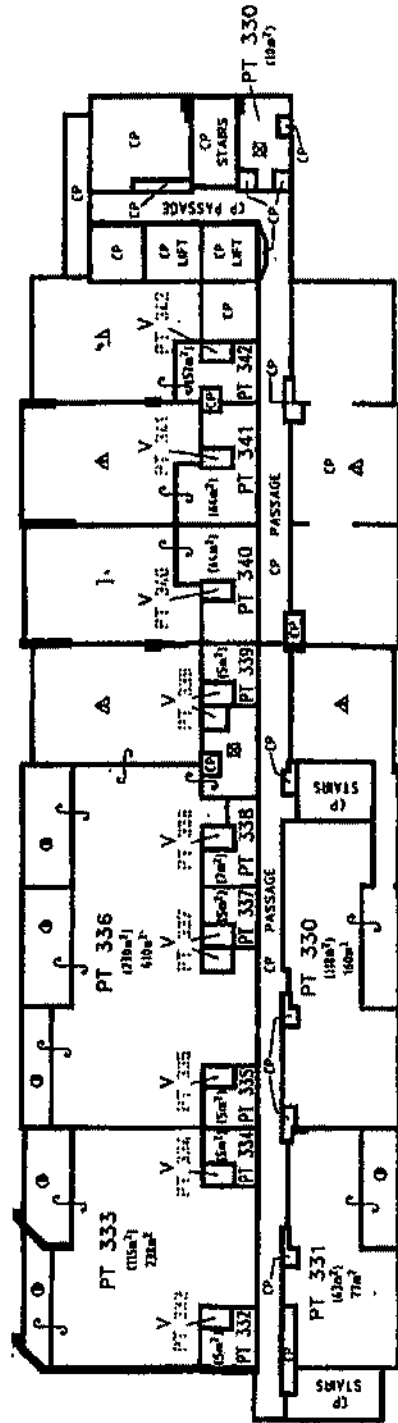
Sheet No. 17 of 20 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FORM 2

**BUILDING 2  
LEVEL 8**

SP68677



"A1"

THE STRATA OF THE TERRACES IS LIMITED IN HEIGHT TO 4.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

- V DENOTES VOID
- △ DENOTES TERRACE
- DENOTES STORE
- DENOTES BALCONY COVERED
- DENOTES COMMON PROPERTY

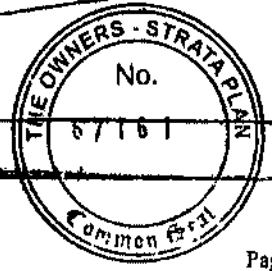
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEMOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:750

Lengths are in metres

*Wang Wang*  
 Surveyor Registered under Surveyors Act 1972  
*Patricia Parnham*  
 General Manager/Authorized Person/Registered-Staff

Alex Borgilio  
 B  
 21/09/2017



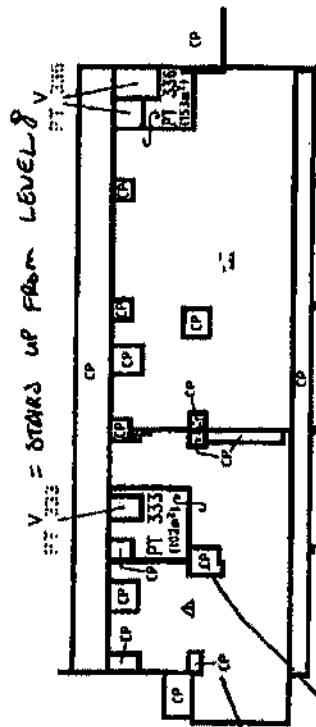
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 20 of 20 Sheets

SP68677

**BUILDING 2  
LEVEL 9**



Column

THE STRATUM OF THE TERRACES IS LIMITED BY HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

V DENOTES VOID

△ DENOTES TERRACE

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SPACES REGULATION (DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY

TO BOTANY BAY



Alex Borgilo

B. A. P.  
21/09/2017



Length are in metres

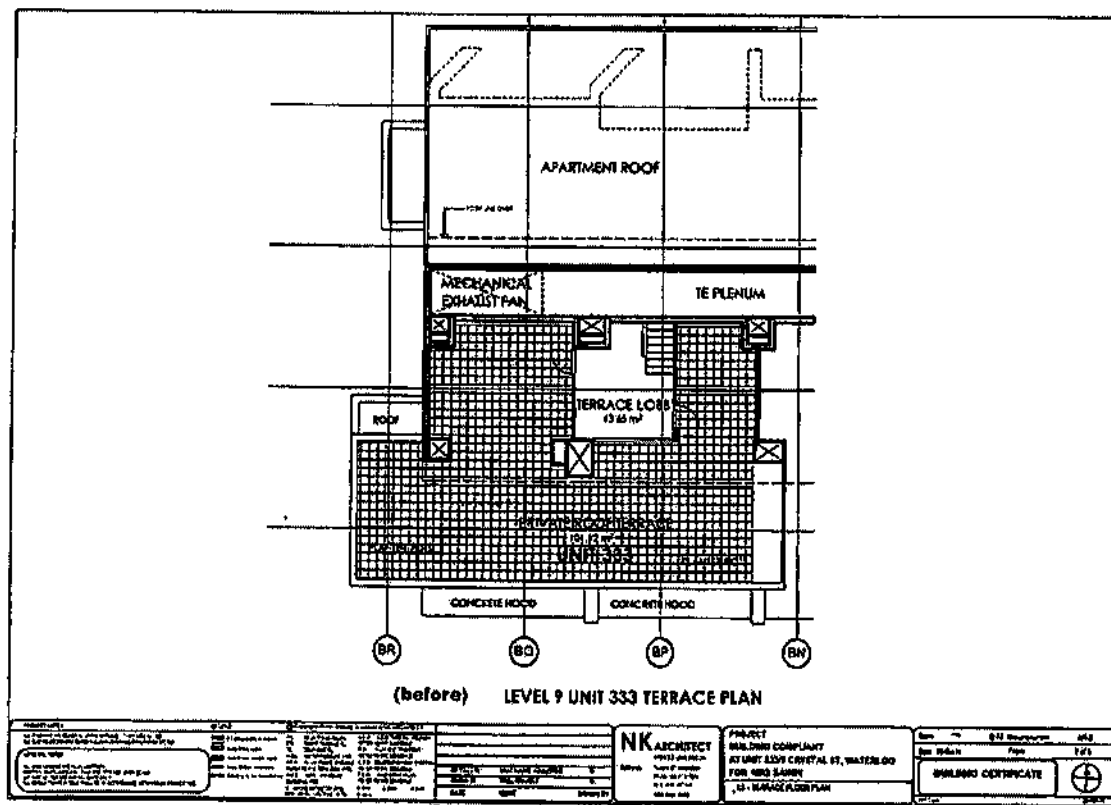
Reduction Ratio 1:200

Design: *David Jones*  
 Survey: Registered under Surveyors Act 1973

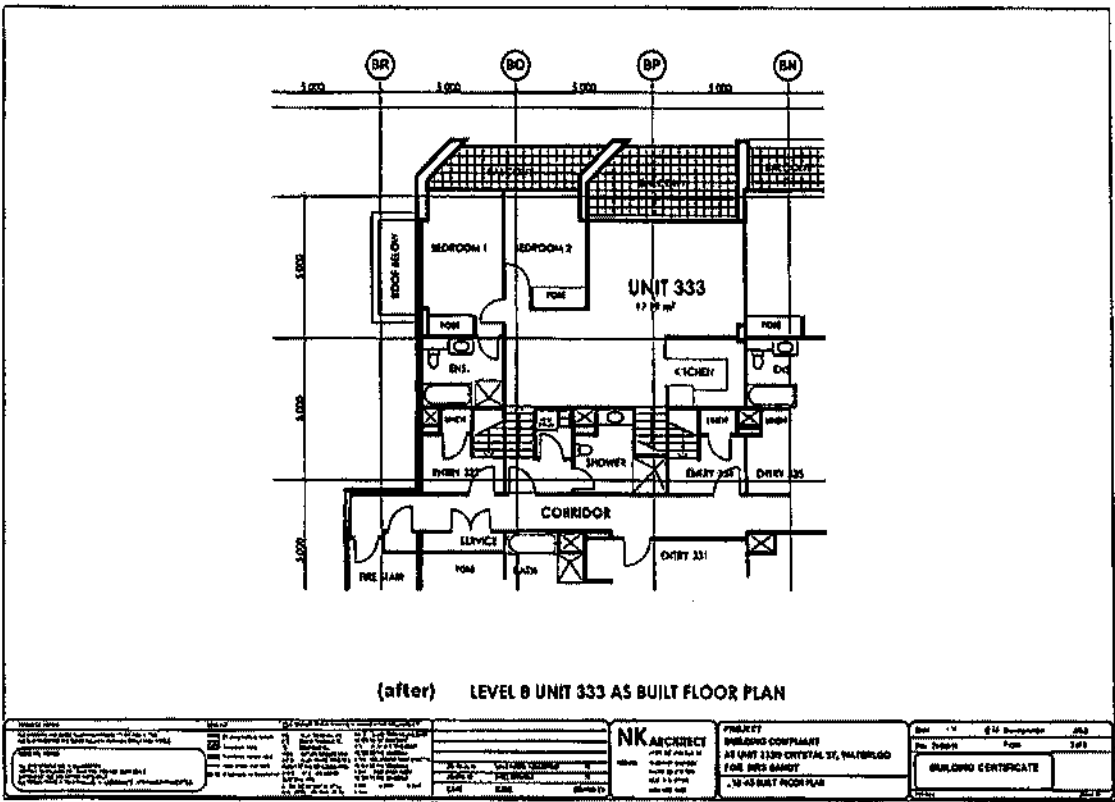
Good design/robust/accurate/precise/legible/functional



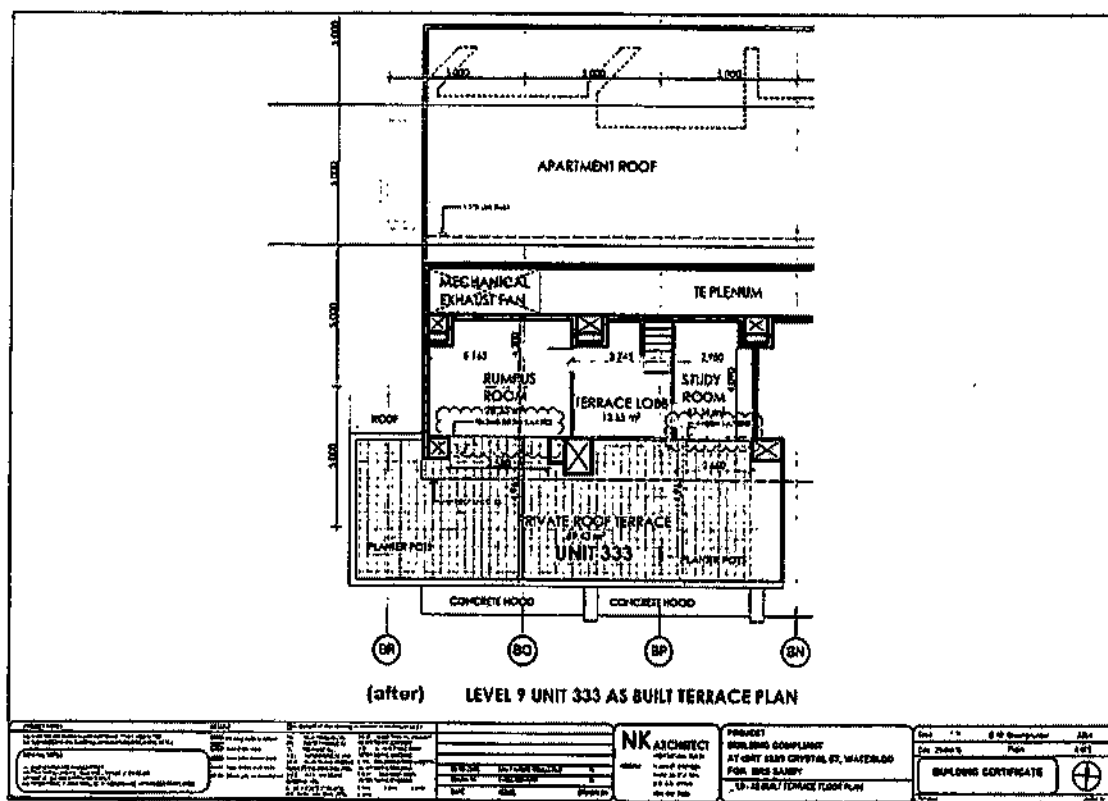




Alex Borgilo  
 B. Barron  
 21/09/2017



Alex Borzilo  
B. *[Signature]*  
21/07/2017



Alex Borzilo  
 B. A.  
 21/09/2017



**"A 3"**

*Boulos Haykal*

*Consultant Civil Engineer, Building & Urban Organization*

Boulos Haykal  
B.E, MIEAust CPEng, NPER  
ACCREDITED CERTIFIER  
M/N 761897  
25 Langtry Avenue  
AUBURN 2144  
(02) 9702 3400

04 November 2016

To Whom It May Concern:

**RE: Structural certificate of unauthorised building works:  
Additions glazing walls to both rooms at the upstairs level 9 of the existing unit.  
At number 333/9 Crystal Street, WATERLOO NSW**

Dear Sir/Madam

I certify that inspection was made by us at the above-mentioned address the installation of the items below:

- Aluminium framed and Glazed bifold doors for rumpus room
- Aluminium framed and Glazed window for study room

I am satisfied that the installation of all items above comply with the structural loading requirements of AS 1170.1-2002 and they are placed and fixed adequately to carry the proposed load and they are all structurally adequate. We are satisfied that the proposed addition of the glazing walls are not load bearing and will not affect the structural integrity of the building.

This certificate shall not construe as relieving any other persons of their legal and contractual obligations.

Kind Regards,

*lp*

Boulos Haykal

Alex Borzilo  
*B. Borzilo*  
21/09/2017



## **Special By-Law 30 – Raising Terrace Boundary Walls (Lot 148)**

### **Definitions**

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

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

**"Lot"** means Lot 148 within the Strata Scheme constituted upon registration of strata plan 67161.

**"Owner"** means the Owner from time to time of the Lot.

2. Where any terms used in this by-law are defined in the Act they will have the same meaning as those words are attributed under that Act.

### **Authority and Consent**

3. The owner is authorised to add to, to alter and to erect additional brickwork to common property:

(a) by the erection of additional brickwork on the northern and southern boundary walls forming the terrace within the Lot; and,

(b) by carrying out works in accordance with the drawings, specifications and schedule of finishes annexed to and forming part of the minutes for the meeting at which this by-laws was created ("the Works").

4. The Owner shall be responsible at his own expense:

(a) to maintain in a state of good and serviceable repair (and to repair and to replace when necessary for this purpose) the alterations, additions and new structures and all ancillary components, services and fixings;

(b) to comply with any reasonable requirements of the Owners Corporation as to the manner of maintenance, repair or replacement;

(c) to indemnify the Owners Corporation against any expense, liability or claim for any damage or injury arising out of the Works or the installation, use, condition, maintenance, repair, renewal, replacement or removal of the additional, alterations and new structures, including any liability of the Owners Corporation of the sort referred to in s.122(6) of the Act;

(d) to comply at their own expense with any requirement, notice or order concerning the Works or the additions, alterations, or new structures, issued by the local Council or other statutory authority or any Court or Tribunal having jurisdiction;

(e) to pay or to reimburse all reasonable expenses of the Owners Corporation incurred in relation to the authorization of owners to undertake the works referred to in this by-law, the registration of this by-law, and the enforcement of this by-law or the conditions of authorization;

### **Schedule of Conditions**

In this Schedule the alterations of and additions to the common property, and the erection of new structures on the common property, are referred to as "the Works".

### **The Works**

5. In carrying out the Works the Owners must:

(a) use reputable and experienced contractors;

- (b) carry out the Works in a proper manner, in compliance with all pertinent codes and standards, and according to the conditions of any development consent or applicable development standards;
  - (c) ensure that the Works are completed within eight (8) weeks of their commencement (subject to any delay occurring for reasons beyond the reasonable control of the Owners).
6. The Owners must procure, and shall be responsible for, compliance by their consultants and contractors with the requirements of this authorization.
  7. The Owners must 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.
  8. The Owners must protect all areas of the building from damage by the Works or by the transportation of building materials, equipment and debris.
  9. The Owners must keep all areas of the building clean and tidy throughout the performance of the Works.
  10. The Owners must ensure that the Works are only carried out according to the requirements of the Council, and otherwise between the hours of 7.00 am and 4.30 pm on Monday to Saturday and are not performed outside those hours or on the weekend without the written permission of the Strata Committee. No work is to be performed on public holidays.
  11. The Owners must remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out.
  12. The Owners must not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

#### **Damage**

13. The Owners must repair promptly at their own expense and in accordance with any reasonable requirements of the Owners Corporation any damage caused or contributed to by:

- (c) the Works; or

- (d) the use, maintenance, repair, renewal or replacement of the alterations, additions or new structures,

including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

#### **Indemnity**

14. The Owners must indemnify and keep indemnified the Owners Corporation against any liability or expense relating to the Works or the additions, alterations or new structures, including any liability of the Owners Corporation of the sort referred to in s.122(6) of the Strata Schemes Management Act 2015.

#### **Breach of these Conditions of Authorization**

15. If the Owners breach any of these conditions and fail to rectify the breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification, the Owners Corporation may rectify the breach and may recover the reasonable costs of the rectification and expenses of the Owners Corporation reasonably incurred in recovering those costs, as a debt due from the Owners.

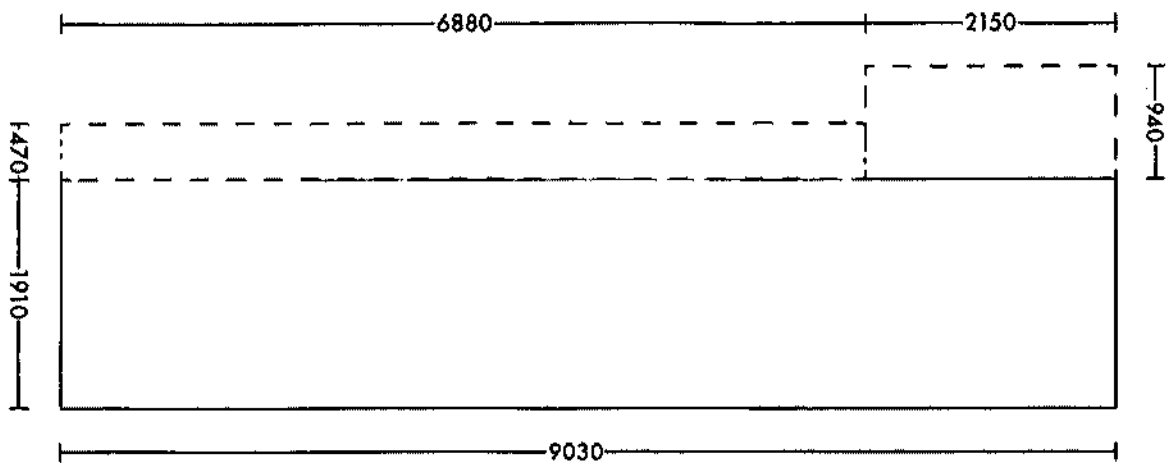
#### **Costs**



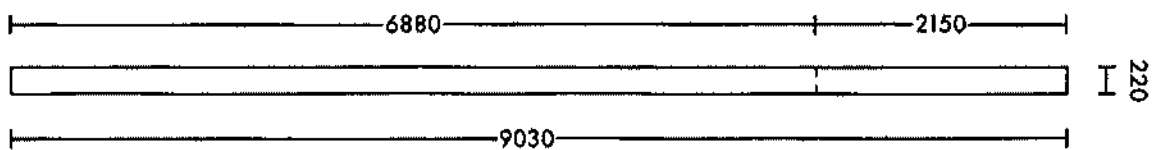
16. The Owners must meet all reasonable expenses of the Owners Corporation incurred in relation to the negotiation, preparation, making and registration of this by-law.

# SOUTHERN WALL

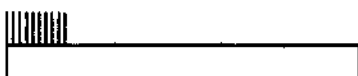
Side View



Top View



Alex Borzilo  
 B. [Signature]  
 21/09/2017

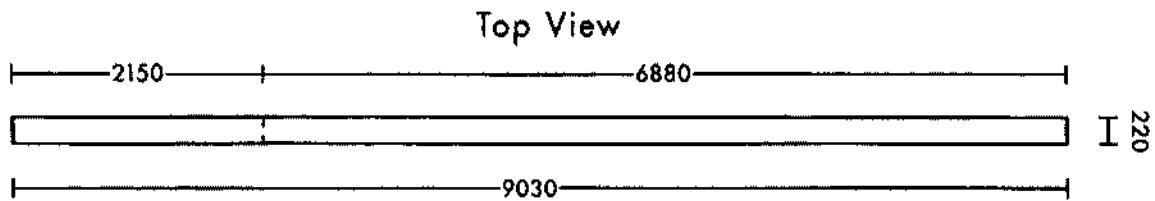
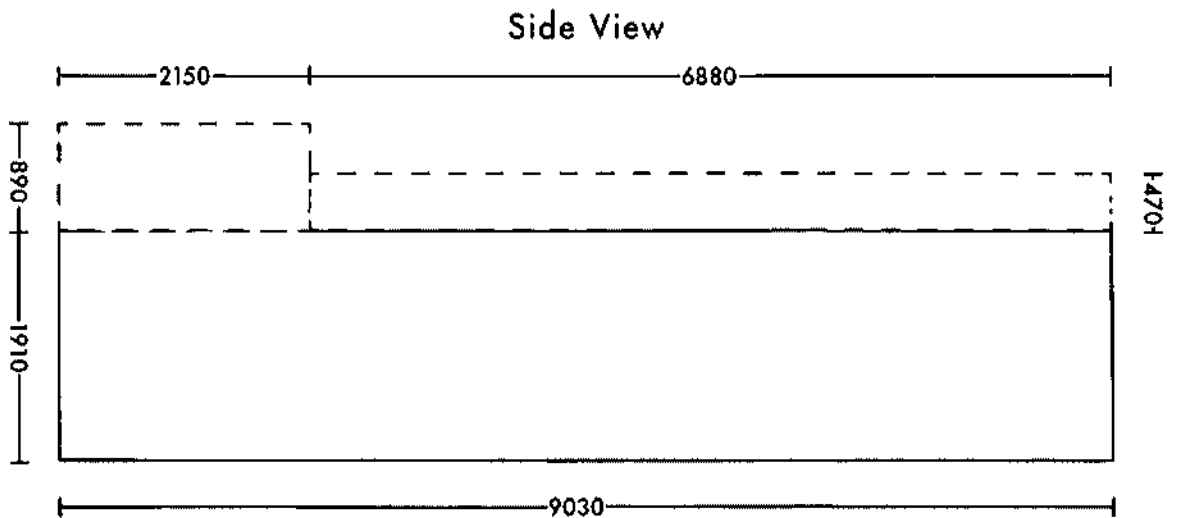


Current Dimensions



Proposed Dimensions

# NORTHERN WALL



Alex Borzilo  
B. [Signature]  
21/09/2017



1mm = 55mm



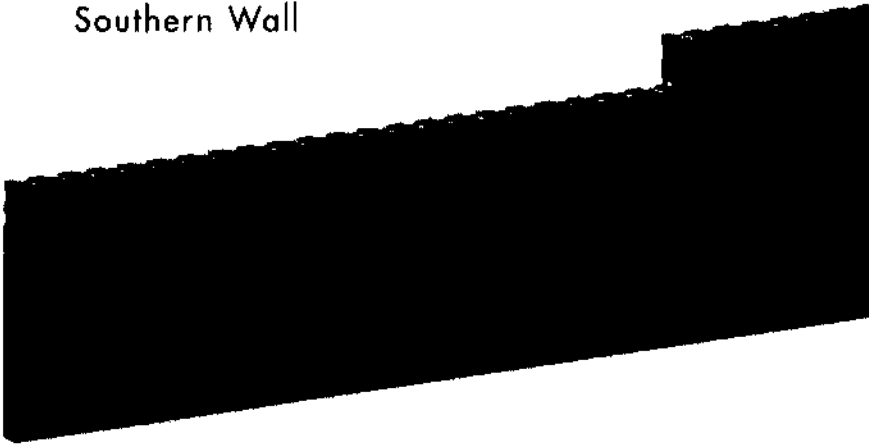
- Current Dimensions



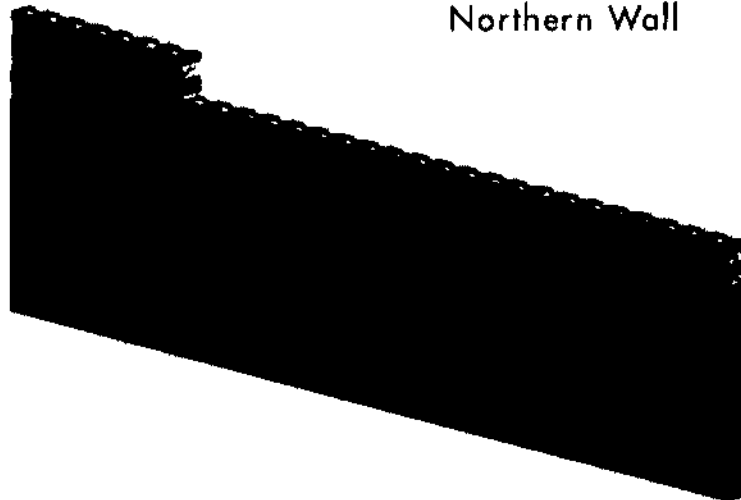
- Proposed Dimensions

# PERSPECTIVE VIEW

Southern Wall



Northern Wall



Alex Borzilo  
B. A.  
21/09/2017



- Current Wall



- Proposed Wall

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 67161  
was affixed on the 21 day of September 2017 in the presence of

Names: Alex Borgilo  
Signatures: *[Signature]*

being the persons authorised by Section 273 of the Strata Schemes  
Management Act 2015 to attest the affixing of the seal.



FILM WITH AM753824

Approved Form 10

Certificate re Initial Period

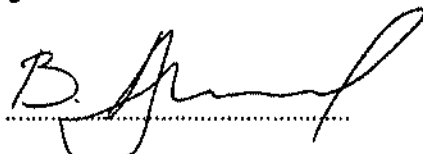
The Owners Corporation certifies that in respect of the strata scheme:

\* that the initial period has expired.

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

The seal of The Owners – Strata Plan No. 67161 was affixed on 21 September 2017 in the presence of the following person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:



Name:

Alex Borzilo

Authority:

Strata Manager



- Insert appropriate date \* Strike through if inapplicable.

1 of 1

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAW**

New South Wales

**AN531788M**

Strata Schemes Management Act 2015

Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property  
CP/SP67161

(B) **LODGED BY**

Document  
Collection  
Box  
**1W**

Name, Address or DX, Telephone, and Customer Account Number if any  
TURNBULL BOWLES LAWYERS  
SUITE 603, LEVEL 6, 541 KENT STREET SYDNEY NSW 2000  
TEL: 8272 1999

Reference: NR:11994

**CODE**

**CH**

- (C) The Owners-Strata Plan No. 67161 certify that a special resolution was passed on 16/5/2018  
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. 8, 39, SPECIAL BY-LAW 15

Added by-law No. SPECIAL BY-LAW 31

Amended by-law No. 1, 3, 4, 5, 6, 7, 10, 11, 17, 19, 21, 34, SBL 2, SBL 11

as fully set out below:

SEE ANNEXURE "A"

OFF CDL AN753824  
ON CDL

(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 "B"

(G) The seal of The Owners-Strata Plan No. 67161 was affixed on 19 July 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1705

## STRATA SCHEME NO 67161

788-822 BOURKE STREET, WATERLOO NSW 2017

### ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

#### AMEND BY-LAW 1: Noise

By-Law 1 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

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

#### AMEND BY-LAW 3: Obstruction of Common Property

By-Law 3 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

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

#### AMEND BY-LAW 4: Damage to Lawns and Plants on Common Property

By-Law 4 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
  - (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property; or
  - (b) use for his or her own purposes as a garden any portion of the common property.

#### AMEND BY-LAW 5: Damage to Common Property

By-Law 5 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

- (1) An owner or a person authorised by an owner may install, without the consent of the owners corporation:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or



THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 67161  
was affixed on the 19 day of July 2018 in the  
presence of

Names: Alex Borzilo

Signatures: B. [Signature]

being the persons authorised by Section 273 of the Strata  
Schemes Management Act 2015 to attest the affixing of the  
seal.



- (b) any screen or other device to prevent entry of animals or insects on the lot; or
  - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or the common property.
- (4) The owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot; and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

#### **AMEND BY-LAW 6: Behaviour of Owners, Occupiers and Invitees**

By-Law 6 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

- (1) An owner or occupier of a lot, or any invitee of the owner or occupier of a lot, when on the common property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property; and
  - (b) without limiting paragraph (a), that invitees comply with clause (1).

#### **AMEND BY-LAW 7: Children Playing on Common Property**

By-Law 7 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose, but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on the common property that is a laundry, car parking area or other area of possible danger or hazard to children.

#### **REPEAL BY-LAW 8: Behaviour of Invitees**

By-Law 8 of the Form 27 By-Laws registered with the Strata Scheme is repealed.

#### **AMEND BY-LAW 10: Drying of Laundry Items**

By-Law 10 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:  
"washing" includes any clothing, towel, bedding or other article of a similar type.

#### **AMEND BY-LAW 11: Cleaning Windows and Doors**

By-Law 11 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

#### **AMEND BY-LAW 17: Appearance of a Lot**

By-Law 17 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

- (1) An owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This By-Law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with By-Law 10.

#### **AMEND BY-LAW 19: Change in Use or Occupation of a Lot to be Notified**

By-Law 19 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

- (1) An owner or occupier of a lot must notify the owners corporation if the owner or occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes); or
  - (b) a change to the use of a lot for short-term or holiday letting.

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

#### **AMEND BY-LAW 21: Use of Lifts**

By-Law 21 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

An owner or occupier of a lot, without the prior written approval of the owners corporation, which shall not be unreasonably withheld, must not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

#### **AMEND BY-LAW 34: Preservation of Fire Safety and Security**

By-Law 34 of the Form 27 By-Laws registered with the Strata Scheme is amended as follows:

- (1) An owner or occupier of a lot must not do any thing, or permit any invitee of the owner or occupier of the lot to do any thing, on the lot or the common property that:
  - (a) is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or the common property; and
  - (b) may prejudice the security or safety of the building and in particular must ensure that all fire and security doors are kept locked or secured or in an operational state, as the case may be, when not in immediate use.

#### **REPEAL BY-LAW 39: Lot 151 Convenience Store**

By-Law 39 of the Form 27 By-Laws registered with the Strata Scheme is repealed.

#### **AMEND SPECIAL BY-LAW 2: Animals (dealing AC875426)**

Special By-Law 2 (dealing AC875426) registered with the Strata Scheme is amended as follows:

- (1) An owner or occupier of a lot may keep an animal on the lot in accordance with the conditions set out in this by-law.
- (2) Conditions:
  - (a) An owner or occupier must provide the owners corporation with a written notice of the keeping of an animal on the lot. The notice must be provided no later than fourteen (14) days after the animal commences to be kept on the lot.
  - (b) The animal must only be a cat, dog (other than a dangerous dog as defined in the Companion Animals Act 1998), caged bird, or fish kept in a secured aquarium.
  - (c) No more than two (2) animals (except fish) may be kept on the lot.
  - (d) An owner or occupier must ensure that the cat or dog is vaccinated, micro chipped and registered with the Council.
  - (e) If an owner or occupier keeps an animal on the lot, the owner or occupier must:



- (i) keep the animal within the lot;
  - (ii) supervise the animal when it is on common property;
  - (iii) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal; and
  - (iv) ensure that the animal does not interfere with the peaceful enjoyment of another owner or occupier or any person lawfully using the common property, damage the common property or the property of another owner or occupier, and any such damage caused must immediately be made good at no cost to the owners corporation.
- (f) An owner or occupier who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.
- (3) If three (3) or more substantiated complaints about the animal are made within a period of sixty (60) days by any owner or occupier, the owners corporation may take such steps to address the complaints in accordance with sections 146 and 147 of the Strata Schemes Management Act 2015.

#### **AMEND SPECIAL BY-LAW 11: Use of Car Space for Storage Units (dealing AG236206)**

Special By-Law 11 (dealing AG236206) registered with the Strata Scheme is amended as follows:

##### **Part 1: Definitions**

- (1) In this by-law:
- (a) "approved type" means a galvanised steel storage unit such as the "space commander", "over the bonnet", "tall boy closet", "double decker" or similar type of a storage unit approved by the strata committee from time to time or following a specific request for approval.
  - (b) "car space" means any car space comprised in a lot or forming part of the lot.
  - (c) "installed & installation" means the installation of a storage unit.
  - (d) "lot" means the lot in strata plan 67161.
  - (e) "owner or occupier" means the owner or occupier for the time being of a lot in strata plan 67161.
  - (f) "storage unit" means a storage unit of an approved type.

##### **Part 2: Interpretation**

- (1) In this by-law:
- (a) Words importing the singular include the plural and vice versa;
  - (b) Words importing a gender include any gender; and
  - (c) Words defined in the Strata Schemes Management Act 2015 have the meaning given to them in that Act.

### Part 3: Terms

- (1) With the exception of a storage unit, which has been authorised in accordance with the terms and conditions contained in this by-law, the owner or occupier of a lot shall not keep any item in a car space comprised in a lot, other than a motor vehicle or a push bike.
- (2) An owner or occupier of a lot must not install or permit the installation of a storage unit except in compliance with the following terms and conditions:
  - (a) A storage unit must be of an approved type. If a storage unit is not of the approved type, the owner or occupier must obtain written approval from the strata committee to the type and style of the storage unit.
  - (b) An occupier of a lot must have written approval from the owner of the lot to the installation of a storage unit (and produce a copy of such approval if required by the strata committee).
  - (c) A storage unit may not be installed in a way that impedes the functioning of any fire safety equipment or system or otherwise blocks or impedes access to any common service such as plumbing, electrical wiring and the like.
  - (d) No storage unit shall encroach upon another lot or common property.
  - (e) A storage unit is to sit on the surface of the slab forming part of the common property. Penetration of the slab by bolts, screws and the like is not permitted.
  - (f) The terms and conditions contained in this by-law are in addition to and do not affect the terms of registered by-law 17 (appearance of a lot) and the terms of any further approval given by the strata committee are all to apply to the installation or keeping of any storage unit.
  - (g) The owner or occupier must maintain the storage unit in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary.
  - (h) The owner or occupier at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair or renewal of the storage unit.
  - (i) Any storage unit shall be and remain the property of the owner or occupier of the lot served.
  - (j) If the owners corporation requires access to an area of the common property adjacent to where a storage unit is located to perform its statutory duties, then the owner or occupier of the lot must if requested, remove and replace the storage unit at his cost to enable the owners corporation to carry out such work.
  - (k) The owner or occupier must indemnify the owners corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if a storage unit had not been installed.

### **REPEAL SPECIAL BY-LAW 15: Electronic Service of Notices of General Meeting & Other Documents (dealing AH21946)**

Special By-Law 15 (dealing AH21946) registered with the Strata Scheme is repealed.

### **ADD SPECIAL BY-LAW 31: Lot 147 Works**

#### **Part 1: Introduction**

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the Strata Schemes Management Act 2015 (NSW).
- (2) The effect of the by-law is to grant the Owner of Lot 147 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the Strata Schemes Management Act 2015 (NSW) and the obligation of the Owner, subject to this by-law, to maintain those Works in a state of good and serviceable repair.

#### **Part 2: Definitions and Interpretation**

- (1) In this by-law:
  - (a) Approval of Council means any approval that the Owner is required to obtain for the Works from all relevant statutory bodies, including Council.
  - (b) Bond means a cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 6;
  - (c) Building means the building located at 788-822, Bourke Street, Waterloo, Sydney NSW.
  - (d) Council means the state or local government body or planning authority with authority to determine applications under the Environmental Planning and Assessment Act 1979 (NSW).
  - (e) Lot 147 means Lot 147 in Strata Plan 67396 (which is part of lot 88 in Strata Plan 67161).
  - (f) Owner means the owner or owners from time to time of Lot 147.
  - (g) Owners Corporation means the owners corporation of Strata Plan 67161.
  - (h) Strata Scheme means the Strata Scheme in relation to Strata Plan 67161.
  - (i) Works means the installation of a mechanically operated retractable awning to the southern end of the balcony of Lot 147 above the sliding doors.

#### **Part 3: Grant of Special Privilege in Respect of the Common Property**

On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

#### **Part 4: Conditions Required Before the Works Commence**

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) A copy of any requisite approval of the Council, including all drawings, specifications, conditions and notes.
  - (b) A copy of any requisite Certificate of Insurance relating to performance of the Works under section 92(2) of the Home Building Act 1989.

- (c) A Certificate of Currency for the duration of and for a period of no less than 3 months following completion of the Works, of Contractors' All Risks Insurance cover taken out with a reputable 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 which the Owners Corporation is noted as an interested party.
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of:
  - (a) The proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.
  - (b) The proposed location, style, design and type of awning which is proposed to be installed as part of the Works.

#### Part 5: Performance of the Works

- (1) In carrying out the Works, the Owner must ensure:
  - (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
  - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
  - (c) That appropriately qualified and licenced tradespeople are engaged.
  - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 2 weeks commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.
- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.

- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 5.00 PM Monday to Friday inclusive, Saturday 8.00 AM to 12.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.

**Part 6: Requirements following completion of the Works.**

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.

**Part 7: Maintenance of the Common Property**

- (1) The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair.
- (2) The Owner must repair promptly any damage caused or contributed to by 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.
- (3) Subject to clause 7(1) and to any special resolution under Section 106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

**Part 8: Indemnity and Costs**

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

**Part 9: Breach of a Term of the By-Law**

- (1) If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
- (2) Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 147 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.



- (3) Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
- (4) The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
- (5) The Owners Corporation may apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

#### Part 10: Existing By-Laws

The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161.

## **STRATA SCHEME NO 67161**

**788-822 BOURKE STREET, WATERLOO NSW 2017**

### **ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS**

#### **1 Noise**

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

#### **2 Repealed (pursuant to Special By-Law 3 dealing AC875426)**

#### **3 Obstruction of Common Property**

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

#### **4 Damage to Lawns and Plants on Common Property**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
  - (a) damage, cut or remove any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property; or
  - (b) use for his or her own purposes as a garden any portion of the common property.

#### **5 Damage to Common Property**

- (1) An owner or a person authorised by an owner may install, without the consent of the owners corporation:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
  - (b) any screen or other device to prevent entry of animals or insects on the lot; or
  - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or the common property.
- (4) The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot; and

- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

## **6 Behaviour of Owners, Occupiers and Invitees**

- (1) An owner or occupier of a lot, or any invitee of the owner or occupier of a lot, when on the common property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property; and
  - (b) without limiting paragraph (a), that invitees comply with clause (1).

## **7 Children Playing on Common Property**

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose, but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on the common property that is a laundry, car parking area or other area of possible danger or hazard to children.

## **8 Repealed**

## **9 Depositing rubbish and other material on the common property**

An Owner or occupier of a Lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or occupier of another Lot or of any person lawfully using the common property.

## **10 Drying of Laundry Items**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:  
"washing" includes any clothing, towel, bedding or other article of a similar type.

#### **11 Cleaning Windows and Doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

#### **12 Storage of Inflammable Liquids and Other Substances and Materials**

- (1) An Owner or occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

#### **13 Moving Furniture and Other Objects on or Through the Common Property**

An Owner or occupier of a Lot must not transport any furniture or large object through or on the common property within the building, unless sufficient notice has first been given to the Executive Committee, so as to enable the Executive Committee to arrange for its nominee to be present at the time when the Owner or occupier does so.

#### **14 Floor Coverings (amended by Special By-Law 7 dealing AE72785)**

#### **15 Garbage Removal**

- (1) An Owner or occupier of a Lot:
  - (a) must maintain within the Lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
  - (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
  - (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected, and
  - (d) when the garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in paragraph (a),
  - (e) must not place any thing in the receptacle of the Owner or occupier of any other Lot except with the permission of that Owner or occupier, and
  - (f) must promptly remove any thing which the Owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**16 Keeping of Animals (repealed pursuant to Special By-Law 2 dealing AC875426)**

**17 Appearance of a Lot**

- (1) An owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This By-Law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with By-Law 10.

**18 Notice Board**

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

**19 Change in Use or Occupation of a Lot to be Notified**

- (1) An owner or occupier of a lot must notify the owners corporation if the owner or occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes); or
  - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**20 Provision of Amenities or Services**

- (1) The Proprietor and the occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and without limiting the generality of this By-Law, shall clean the filters of any range-hood installed in the Lot of grease at least every three months.
- (2) For the purpose of inspecting the Lot, the Owners Corporation may by its agents, servants or contractors enter the Lot, at any reasonable time on notice given to any occupier of the Lot.

**21 Use of Lifts**

An owner or occupier of a lot, without the prior written approval of the owners corporation, which shall not be unreasonably withheld, must not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

**22 Repealed (pursuant to Special By-Law 12 dealing AH21946)**

**23 Pool**

- (1) In this By-Law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.

- (2) The Proprietor or occupier of a Lot shall not use nor allow the use of the pool between 10pm and 6am.
- (3) The Proprietor or occupier of a Lot shall not allow the use of the pool by his invitees, except when accompanied by the Owner or occupier.
- (4) An Owner or occupier of a Lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- (5) The Owners Corporation may make rules regarding the pool.
- (6) The Proprietor or occupier of a Lot shall not do any of the following, nor allow them to be done, in the pool:
  - (a) smoking, eating or drinking,
  - (b) consuming alcohol,
  - (c) using bottles or glass,
  - (d) running, jumping or diving,
  - (e) using balls, boogie boards or large inflated objects,
  - (f) using soap, bubble bath or shampoo,
  - (g) be inadequately clothed, and
  - (h) nude bathing.

#### **24 Air Conditioning**

- (1) The Owner of a Lot shall maintain any Air-Conditioning facilities or equipment that are within the Lot and do not form part of the common property, in a state of good and serviceable repair and for this purpose shall renew or replace them whenever necessary.
- (2) Without limiting the generality of this By-Law, the Owner shall have any such facilities or equipment regularly serviced by a duly qualified contractor and the filters of any such facilities or equipment cleaned every 6 months.

#### **25 Facilities**

Any registered Proprietor of a Lot, who is not an occupier of a Lot, shall not be entitled to use any of the facilities of the Owners Corporation.

#### **26 Commercial Signs**

- (1) The registered Proprietor or occupier of a commercial Lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.
- (2) All commercial signage in the development must be of identical size and dimensions.
- (3) The Owners Corporation shall have the right to remove any signage that does not comply with this By-Law.

## 27 Consent to Use

- (1) The Owners Corporation must grant consent to the use of any of the retail or commercial premises in the Strata Plan, provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
- (2) The Owners Corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this By-Law.

## 28 Caretaker

- (1) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an Agreement with a Caretaker to provide management, leasing, security, cleaning and operational services for the Strata Scheme.
- (2) The Caretaker's duties may include:
  - (a) caretaking, supervising and servicing the common property to a standard consistent with use of Lots in the Scheme as high class residential apartments,
  - (b) supervising the cleaning, repair, maintenance, renewal or replacement of the common property and any personal property vested in the Owners Corporation,
  - (c) providing services to the Owners Corporation, Owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,
  - (d) providing a letting, property management and sales service,
  - (e) supervising Owners Corporation employees and contractors,
  - (f) providing security services to the Owners Corporation,
  - (g) providing cleaning, pool cleaning and gardening services to the Owners Corporation,
  - (h) supervising the Strata Scheme generally, and
  - (i) anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.
- (3) The Caretaker must comply with instructions from the Owners Corporation about performing its duties.
- (4) The Owners Corporation must not, without the written consent of the Caretaker, enter into more than one Agreement under this By-Law at any one time or revoke this By-Law without the written consent of the Caretaker.
- (5) Any Agreement entered into by the Owners Corporation pursuant to paragraph (1) of this By-Law, will provide for the payment by the Owners Corporation to the Caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of the Agreement.
- (6) The Caretaker may, at the Caretaker's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the Caretaker, subject to the consent of the Owners Corporation, which will not be unreasonably withheld.
- (7) The Owners Corporation has the power to enter into any Agreement with a financier of the Caretaker, so that the financier's rights pursuant to any security arrangement between the Caretaker and the financier can be enforced.

## **29 Interfere with or obstruct the Caretaker**

- (1) The Owner or occupier of a Lot must not:
  - (a) interfere with or obstruct the Caretaker from performing the Caretaker's duties under the Agreement referred to in By-Law 28, or
  - (b) interfere with or obstruct the Caretaker from using any part of the common property designated by the Owners Corporation for use by the Caretaker.

## **30 Letting Businesses**

- (1) The Owner or occupier of every Lot, except Lots 41 and 159, must not on any Lot or the common property, except with the written consent of the Owner of Lots 41 and 159, conduct or participate in the conduct of:
  - (a) the business of a letting agent, or
  - (b) the business of a pooled rent agency, or
  - (c) the business of on site Caretaker, or
  - (d) any other business activity that is either:
    - (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in By-Law 28 and/or any Agreement, and/or
    - (ii) an activity identical or substantially identical with any of the services provided to Owners and occupiers of Lots referred to in By-Law 28 and/or any Agreement, and/or
    - (iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in By-Law 28 and/or any Agreement.

## **31 Repealed (pursuant to Special By-Law 13 dealing AH21946)**

## **32 Repealed (pursuant to Special By-Law 16 dealing AH21946)**

## **33 Balconies**

- (1) An Owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their Lot only if it:
  - (a) will not cause damage, or is not likely to cause damage, or is not dangerous or a nuisance or a hazard.
- (2) The Owners Corporation may require an Owner or occupier, at its expense, to remove items from the balcony or terrace, if the appearance of the Lot is not keeping with the rest of the building.
- (3) If there are planter boxes on or within a terrace or balcony of a Lot, the Owner or occupier must:
  - (a) properly maintain the soil and plants in the planter boxes, and
  - (b) when watering the plants or planter box, make sure that no water enters the common property or another Lot.



### **34 Preservation of Fire Safety and Security**

- (1) An owner or occupier of a lot must not do any thing, or permit any invitee of the owner or occupier of the lot to do any thing, on the lot or the common property that:
  - (a) is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or the common property; and
  - (b) may prejudice the security or safety of the building and in particular must ensure that all fire and security doors are kept locked or secured or in an operational state, as the case may be, when not in immediate use.

### **35 Mechanical duties to the vehicle**

An Owner, occupier or an invitee of an Owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on the common property. This By-Law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the strata plan.

### **36 Commercial Waste**

All Owners and occupiers of the commercial and retail Lots within the Strata Scheme must dispose of their waste and rubbish in the commercial waste bins.

### **37 Government Charges**

Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the Owners and/or occupiers of the commercial and retail Lots shall be responsible for the payment of such contributions.

### **38 Enclosed Balconies**

The Owner or occupier of a Lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the Lot

### **39 Repealed**

#### **Special By-Law 1 (dealing 9629313): Keys and Charges**

Special By-Law 1 registered with the Strata Scheme is repealed pursuant to Special By-Law 17 dealing AH21946.

#### **Special By-Law 2 (dealing AC875426, amended): Animals**

- (1) An owner or occupier of a lot may keep an animal on the lot in accordance with the conditions set out in this by-law.
- (2) Conditions:
  - (a) An owner or occupier must provide the owners corporation with a written notice of the keeping of an animal on the lot. The notice must be provided no later than fourteen (14) days after the animal commences to be kept on the lot.
  - (b) The animal must only be a cat, dog (other than a dangerous dog as defined in the

Companion Animals Act 1998), caged bird, or fish kept in a secured aquarium.

- (c) No more than two (2) animals (except fish) may be kept on the lot.
  - (d) An owner or occupier must ensure that the cat or dog is vaccinated, micro chipped and registered with the Council.
  - (e) If an owner or occupier keeps an animal on the lot, the owner or occupier must:
    - (i) keep the animal within the lot;
    - (ii) supervise the animal when it is on common property;
    - (iii) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal; and
    - (iv) ensure that the animal does not interfere with the peaceful enjoyment of another owner or occupier or any person lawfully using the common property, damage the common property or the property of another owner or occupier, and any such damage caused must immediately be made good at no cost to the owners corporation.
  - (f) An owner or occupier who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.
- (3) If three (3) or more substantiated complaints about the animal are made within a period of sixty (60) days by any owner or occupier, the owners corporation may take such steps to address the complaints in accordance with sections 146 and 147 of the Strata Schemes Management Act 2015.

#### **Special By-Law 3 (dealing AC875426)**

By-Law 2 of the by-laws contained in the Form 27 is repealed.

#### **Special By-Law 4 (dealing AC875426): Vehicles**

##### **Part 1: Preamble-Introduction**

- (1) This is a By-Law made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996 that enables the Owners Corporation, for the purpose of the control, management, administration, use or enjoyment of the Lots and the common property, to make By-Laws.
- (2) The need for the By-Law arises from the uncontrolled use of visitor car spaces and wash bays that has resulted in there being no Visitor Parking available for use by visitors.
- (3) The effect of the By-Law is to regulate parking, to provide for the installation of bollards and to provide a system, monitored by the Caretaker, for the allocation of Visitor Parking.

##### **Part 2: Definitions & Interpretation**

- (1) In this By-Law:
  - (a) "Administration fee" means the non-refundable portion of a key deposit (such administration fee being \$2.20 per night at the date this By-Law is made).
  - (b) "Caretaker" means the Caretaker appointed by the Owners Corporation.

- (c) "Key" means a key to operate a lockable bollard.
  - (d) "Key deposit" means any deposit, non-refundable portion of a key deposit, administration fee and/or replacement fee, as determined from time to time by the Owners Corporation (such key deposit being \$25.00 at the date this By-Law).
  - (e) "Occupier" means a person whose principal place of residence is within a Lot.
  - (f) "Owner" has the meaning given to it in the Strata Schemes Management Act 1996.
  - (g) "Visitor" means a caller, guest or invitee, but does not include occupiers.
- (2) All parts of this By-Law, including the Preamble-Introduction, are to be considered in the interpretation of the By-Law.
- (3) Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

### Part 3: Powers

- (1) The Owners Corporation shall have the following powers, authorities, duties and functions:
- (a) The power and authority to install lockable bollards on Visitor Parking area and wash bays.
  - (b) The power and authority to designate and allocate, by signage, bollard, barrier or other means, portions of the parking area for Visitor Parking and/or to affix or place other necessary or desired signage to regulate and control the passage and parking of motor vehicles and/or the safe and orderly use of the common property.
  - (c) The power and authority to determine from time to time the charges payable and other contributions for the issue and use of keys by Owners and occupiers of Lots.
  - (d) The authority to restrict the issue of keys to the Owners and occupiers of Lots to those who have complied with conditions determined from time to time by the Owners Corporation.
  - (e) The power and authority to make Agreements and arrangements with the Caretaker to administer and regulate the use of Visitor Parking area and wash bays, such administration and regulation to include:
    - (i) Provision of a Visitor Parking and wash bay application forms.
    - (ii) The issue of keys.
    - (iii) The taking of key deposits.
    - (iv) The retention of administration fees.
    - (v) The provision of keys on a first come first served basis saving that the Caretaker shall monitor usage and give preference to the occupiers of Lots with less usage.
  - (f) The authority to allocate use of Visitor Parking and car wash bays.
- (2) The power and authority to engage consultants and contractors for these purposes.
- (3) The power and authority to apply the funds of the Owners Corporation to these purposes.

#### Part 4: Terms

- (1) An Owner or occupier of a Lot must not park any motor vehicle on that part of the common property designated as "Visitor Parking".
- (2) An Owner or occupier of a Lot must not park or stand any motor vehicle on the common property (other than the Visitor Parking area, parking upon which is prohibited by paragraph (1), except with the written approval of the Owners Corporation.
- (3) An occupier of a Lot shall not permit a visitor of the occupier to park or stand a motor vehicle on the common property, other than the Visitor Parking area.
- (4) An occupier of a Lot, who wishes to have a visitor use a Visitor Parking space, shall:
  - (a) Make written application to the Caretaker on the form provided for that purpose.
  - (b) Pay the key deposit.
  - (c) Agree to forfeit the administration fee.
  - (d) Accept the Caretaker's decision on the allocation of Visitor Parking as final.
- (5) An occupier of a Lot shall not permit a visitor of the occupier to park or stand a motor vehicle on the Visitor Parking area for longer than the time permitted by the Caretaker.
- (6) An occupier of a Lot, who wishes to use a wash bay, shall make written application to the Caretaker on the form provided for that purpose.
- (7) An Owner, occupier or an invitee of an Owner or occupier must not under any circumstances, wash or perform any mechanical duties to his motor vehicle on the common property. This By-Law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the registered strata plan.
- (8) An occupier of a Lot issued with a key shall immediately notify the Caretaker if that key is lost or misplaced.
- (9) An occupier to whom any key is given shall exercise a high degree of caution and responsibility in the use of the key and ensure the return thereof.
- (10) Keys remain the property of the Owners Corporation.
- (11) Neither By-Law 32 of the By-Laws registered with the Strata Plan nor Special By-Law 1 in registered dealing 9629313T apply to the provision of a key under the terms of this By-Law.

#### Special By-Law 5 (dealing AE72785): Works Lot 288

##### Part 1: Preamble-Introduction

- (1) This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.
- (2) The effect of the By-Law is to grant the Owner of Lot 288 special privileges in respect of the common property to perform work or make alterations, all subject to the conditions specified in the By-Law.

##### Part 2: Definitions & Interpretation

- (1) In this By-Law:
  - (a) "approval of Council" means any approval the Owner is required to obtain for the

Works from all relevant statutory bodies, including Council.

- (b) "drawings" means the plan under Part 10 of this By-Law.
  - (c) "Owner" means the Owner from time to time of Lot 288.
  - (d) "Works" means the relocation of the aluminium framed sliding door that leads to the rooftop courtyard as depicted in the drawings.
- (2) All parts of this By-Law, including the Introduction, are to be considered in the interpretation of the By-Law.

#### Part 3: Grant of special privilege in respect of the common property

On the conditions set out in this By-Law, the Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

#### Part 4: Conditions required before the Works commence

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
- (a) A copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
  - (b) A Certificate of Currency for the duration of and for a period of no less than 12 months, following completion of the Works, of contractors' all risks insurance cover taken out with a reputable 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 which the Owners Corporation is named as an insured party.

#### Part 5: Performance of the Works

- (1) In carrying out the Works, the Owner undertakes that the Owner will, and the Owner must ensure that the contractor also undertakes to the Owners Corporation that it will:
- (a) Comply with all conditions and requirements of any requisite approval of Council.
  - (b) Comply with the terms of approval given by the Owners Corporation under this By-Law.
  - (c) Comply with the Building Code of Australia and relevant Australian Standards.
- (2) Subject to any extension necessitated by reasons beyond his control (such as bad weather), the Owner must complete the Works within three weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, the Council.
- (4) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and Owners.
- (5) The Owner must repair promptly any damage caused or contributed to by 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.
- (6) The Owner must not perform the Works or allow them to be carried out except between the hours of 8AM and 5PM Monday to Friday inclusive (excluding public holidays) and 8AM and noon Saturday or during such other times as may be approved by the Owners Corporation.

#### Part 6: Requirements following completion of the Works

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.

#### Part 7: Maintenance of the common property

- (1) Subject to the terms of this By-Law, any subsequent By-Law or any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of the property, 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.
- (2) The Owner must maintain the Works and all associated additions in a state of good and serviceable repair. The Owner must also maintain those parts of the common property that represent a point of contact between the Works and the balance of the common property.
- (3) The Owner must renew or replace the Works and all associated additions whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.

#### Part 8: Indemnity & Costs

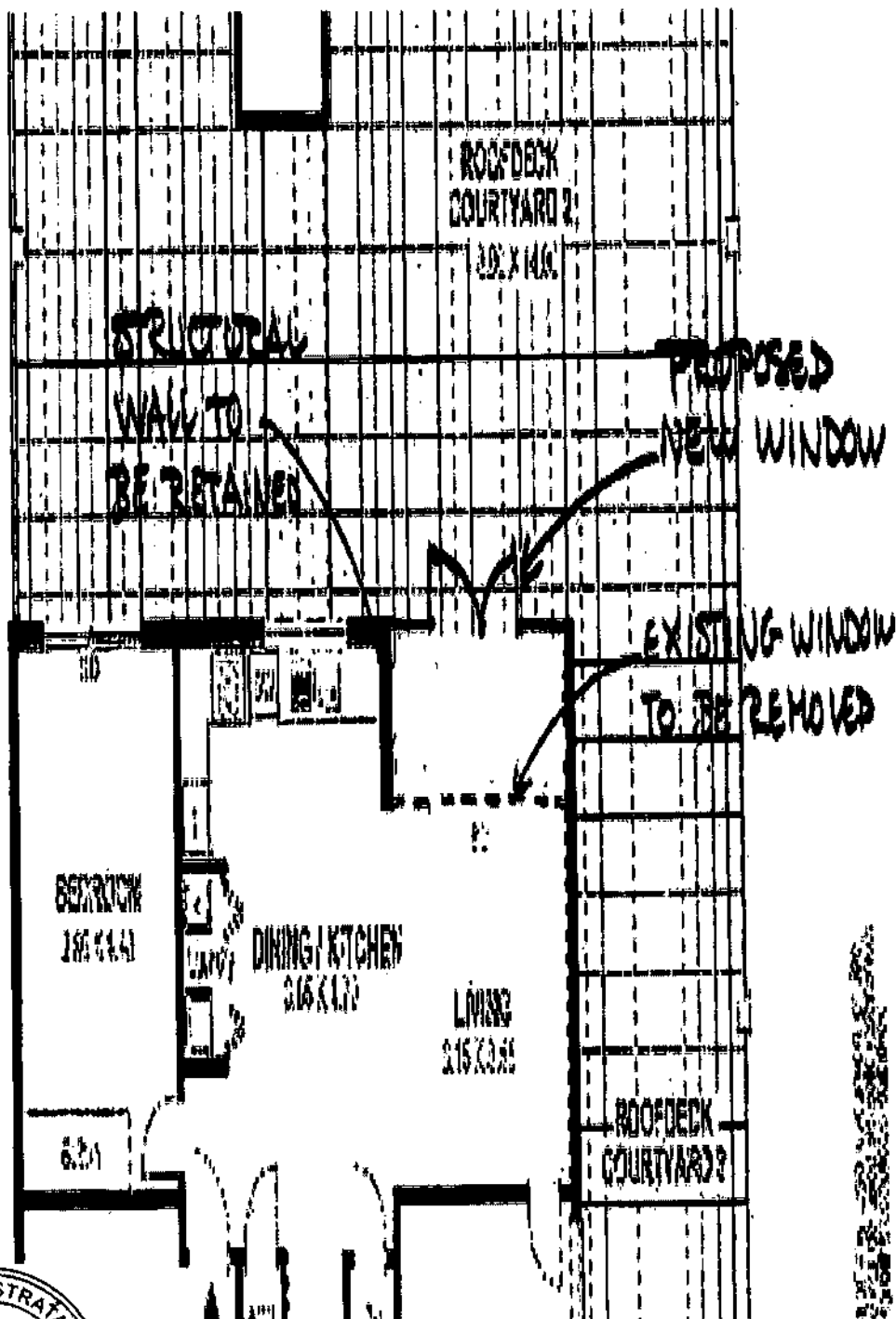
- (1) The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another Lot, because of performance of the Works or the renewal, repair or replacement of the Works.
- (2) The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 65 of the Strata Schemes Management Act 1996, the Owner must indemnify the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this By-Law.

#### Part 9: Breach of a term of the By-Law

- (1) If the Owner fails to carry out his obligations under this By-Law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
- (2) If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms, the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes Management Act 1996, to enter upon the Lot, have the necessary work performed and recover the costs of such work from the Owner, or any subsequent Owner of the Lot.
- (3) Such costs, if not paid at the end of one month after becoming due and payable, bear until paid simple interest at an annual rate of 10%.

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

Part: 10 Drawings



Alex Borgilo  
B. *[Signature]*  
19/7/2018

## **Special By-Law 6 (dealing AE72785, amended by Special By-Law 14 dealing AH21946): Works**

### **Part 1: Grant of right**

- (1) Notwithstanding By-Law 5 of the Strata Schemes By-Laws filed with the Strata Plan, the Owner has the right to carry out the Works at its own cost, subject to Part 3 of this By-Law.
- (2) The purpose of this By-Law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate the Works installed prior to this By-Law being made.

### **Part 2: Definitions and interpretation**

- (1) In this By-Law, unless the context otherwise requires or permits:
  - (a) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
  - (b) Building means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
  - (c) Bond means a cheque in an amount for the sum of \$500.00 (inclusive of GST) made payable to The Owners – Strata Plan No.67161.
  - (d) Insurance means:
    - (i) contractors all risk insurance;
    - (ii) public and product liability insurance;
    - (iii) insurance required under the Home Building Act 1989 (if applicable); and
    - (iv) workers compensation insurance.
  - (e) Lot means any Lot in Strata Plan No.67161.
  - (f) Owner means the Owner of the Lot.
  - (g) Owners Corporation means the Owners Corporation created by the registration of Strata Plan registration No.67161.
  - (h) Strata Scheme means the Strata Scheme relating to Strata Plan No.67161.
  - (i) Works means any construction, renovation, alteration or addition to the common property floors, walls, or ceilings within the Strata Scheme.
- (2) In this By-Law, unless the context otherwise requires, a word which denotes:
  - (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the By-Law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
  - (d) reference to legislation includes references to amending and replacing legislation.

### **Part 3: Conditions**

#### **Part 3.1: Before commencement**

- (1) Before commencement of the Works the Owner must:



- (a) obtain approval for the location, type, size and method of construction of the Works from the Owners Corporation, such approval not to be unreasonably withheld;
  - (b) obtain all necessary approvals from any Authority having jurisdiction over the Works and provide a copy to the Owners Corporation;
  - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
  - (d) effect and maintain insurance and provide a copy of the Insurance Certificate of Currency to the Owners Corporation;
  - (e) provide the Bond to the Owners Corporation which:
    - (i) the Owners Corporation's Strata Managing Agent will deposit into an interest bearing account in a bank defined in the Banking Act 1959, the Reserve Bank or State bank; and
    - (ii) which can be used by the Owners Corporation in whole or in part, together with any interest earned to comply with any of the Owner's obligation under this By-Law if the Owner unreasonably refuses or delays in complying.
- (2) Clauses 3.1(a), (c), (d) and (e) of this Part 3.1 do not apply to the Works already installed at the time of this By-Law being made.

#### Part 3.2: During installation

- (1) Whilst the Works are in progress, the Owner of the Lot at the relevant time must:
- (a) use duly licensed employees, contractors or agents to conduct the Works;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and/or other applicable Australian Standards;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of one (1) Month from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (h) ensure that the Works do not interfere with or damage the common property or the property of any other Lot Owner, other than as approved in this By-Law and if this happens, the Owner must rectify that interference or damage within a reasonable period of time at its own cost;
  - (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
  - (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### Part 3.3: After construction

- (1) 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 the common property caused by the Works and not permitted by this By-Law has been rectified;
  - (c) provide the Owners Corporation with a copy of any Certificate or Certification required by an Authority having jurisdiction over the Works;
  - (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this By-Law or any consents provided under this By-Law;
  - (e) the Owners Corporation's right to access the Lot arising under this By-Law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.
- (2) Within one (1) Month of the completion of paragraphs (a) to (e) immediately above, the Owners Corporation must return the Bond or balance remaining to the Owner. Clauses 3.3(a) and (d) of this Part 3.3 do not apply to the Works installed prior to this By-Law being made.

### Part 3.4: Enduring rights and obligations

- (1) The Owner:
  - (a) must maintain, replace and keep in good and serviceable repair the Works installed by them;
  - (b) must maintain and upkeep those parts of the common property in contact with the Works;
  - (c) remains liable for any damage to the Lot or the common property arising out of the Works; and
  - (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works.
- (2) For clarity, this Part 3.4 applies to all Works installed prior to and after this By-Law being made.

### **Special By-Law 7 (dealing AE72785, amended by Special By-Law 19 dealing AH887910): Installation of Hard Surface Flooring**

### **Special By-Law 8 (dealing AE72785): Works Lot 83**

#### Part 1: Preamble-Introduction

- (1) This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.
- (2) The effect of the By-Law is to grant the Owner of Lot 83 Special Privilege in respect of the common property, to perform work and make alterations in the fit-out of the Lot, all subject to the conditions specified in the By-Law.

## Part 2: Definitions & Interpretation

- (1) In this By-Law:
  - (a) "approval of the Council" means the approval the Owner has obtained (and any approval the Owner is required to obtain) for the Works from the Council.
  - (b) "Owner" means the Owner from time to time of Lot 83.
  - (c) "Works" means fitting out the Lot for use as a restaurant, incorporating alterations to ductwork and vents relating to the existing mechanical air handling & ventilation system, installation of bi-fold doors, attachment of a blade sign under the awning advertising the business, connection to the grease trap, installation of a split-system air conditioner with the compressor and the motors to service the freezer, cool-room and cold-bar, to be situated on the common property at location specified on the plan in Part 10 of this By-Law.
  - (d) Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
  - (e) All parts of this By-Law, including the Introduction, are to be considered in the interpretation of the By-Law.

## Part 3: Grant of Special Privilege in respect of the common property

On the conditions set out in this By-Law, the Owner shall have a Special Privilege in respect of the common property to carry out and thereafter to maintain the Works.

## Part 4: Conditions required before the Works commence

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) A copy of Construction Certificate 27427 and any other requisite approval from the Council.
  - (b) A Certificate of Currency for the duration of and for a period of no less than 12 months following completion of the Works, of contractors' all risks insurance cover taken out with a reputable 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 which the Owners Corporation is named as an insured party.
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably), to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

## Part 5: Performance of the Works

- (1) In carrying out the Works, the Owner undertakes that the Owner will and the Owner must ensure that the contractor also undertakes to the Owners Corporation that it will:
  - (a) Comply with all conditions and requirements of any requisite approval of the Council, including the terms of Construction Certificate 27247,
  - (b) Comply with the terms of approval given by the Owners Corporation under this By-Law, and
  - (c) Comply with the Building Code of Australia and relevant Australian Standards.

- (2) Subject to any extension necessitated by reasons beyond his control (such as bad weather), the Owner must complete the Works within six weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, the Council.
- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and Owners.
- (6) The Owner must maintain all areas of the common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state, while the Works are being carried out.
- (7) The Owner must repair promptly any damage caused or contributed to by 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.
- (8) The Owner must not perform the Works or allow them to be carried out except between the hours of 8AM and 5PM Monday to Saturday inclusive (excluding Sunday and public holidays) or during such other times as may be approved by the Owners Corporation.
- (9) Condensation and run-off from the air conditioning and plant are to be piped to the existing drainage.

#### Part 6: Requirements following completion of the Works

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.

#### Part 7: Maintenance of the common property

- (1) Subject to the terms of this By-Law, any subsequent By-Law or any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, not to maintain a particular item of the property, 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.
- (2) The Owner must maintain the Works and all associated additions and alterations, ancillary fittings and fixtures in a state of good and serviceable repair. The Owner must also maintain those parts of the common property that represent a point of contact between the Works and the balance of the common property.
- (3) The Owner must renew or replace the Works and all associated additions and alterations, ancillary fittings and fixtures whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.

#### Part 8: Indemnity & Costs

- (1) The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another Lot, because of performance of the Works or the renewal, repair or replacement of the Works.

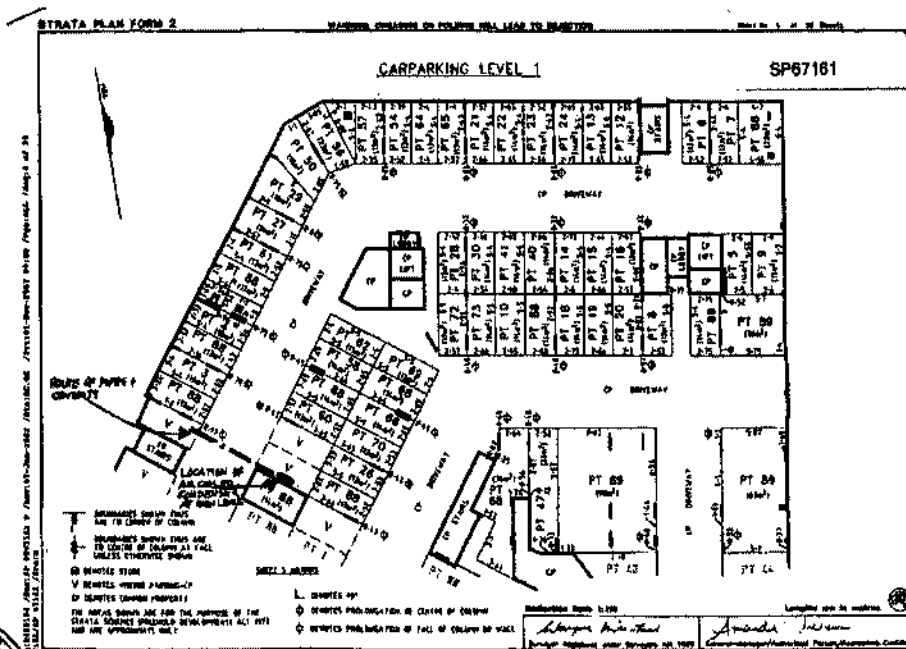


- (2) The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 65 of the Strata Schemes Management Act 1996, the Owner must indemnify the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this By-Law.

Part 9: Breach of a term of the By-Law:

- (1) If the Owner fails to carry out his obligations under this By-Law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
- (2) If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms, the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes Management Act 1996, to enter upon the Lot, have the necessary work performed and recover the costs of such from the Owner, or any subsequent Owner of the Lot.
- (3) Such costs, if not paid at the end of one month after becoming due and payable, bear until paid simple interest at an annual rate of 10%.
- (4) The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Part 10: Plan:



Alex Borgilo  
 B. [Signature]  
 19/7/2018

## **Special By-Law 9 (dealing AE246589): Management of Security Arrangements**

### **Part 1: Preamble / Introduction**

- (1) The Owners Corporation has statutory functions that include the principal authority for the management of the Scheme, the administration of the Scheme and the management and control of the common property.
- (2) The Owners Corporation has the statutory duty to manage the finances of the Scheme.
- (3) The Owners Corporation wishes to ensure that the security services are provided to the Owners Corporation and the Owners of Lots within the Strata Scheme as effectively and cost effectively as possible.
- (4) The Strata Scheme forms part of the development bounded by Lachlan, Bourke, Crescent and South Dowling Streets (the Precinct).
- (5) The Owners Corporation may resolve to enter into security arrangements jointly with other entities to take advantage of the efficiencies of service and cost saving that are anticipated by joint engagement of a security company or security and monitoring companies and the shared use of equipment.
- (6) The Owners Corporation may enter into a Deed of Agreement with other bodies corporate and Meriton Apartments Pty. Limited (the developers of Stages 7 and 8 in the Precinct).

### **Part 2: Definitions & Interpretation**

- (1) In this By-Law:
  - (a) "Equipment" means electronic equipment such as computers and radios, cameras, a motor vehicle or other form of conveyance and such other equipment as is required for the provision of security for the Strata Scheme and the occupants therein and the other entities.
  - (b) "Other entities" means other bodies corporate within the Precinct, Meriton Apartments Pty. Limited (and includes in the case of Stages 7 and 8 legal entities created by registration of plans of subdivision).
  - (c) "Outgoings" means the cost of security arrangements, insurance, maintenance, storage, replacement and sharing of equipment.
  - (d) "Security arrangements" means the management of the provision of security to the Owners Corporation and includes:
    - (i) The execution of necessary deeds, agreement and contractual documents with the other entities.
    - (ii) The execution of necessary contracts with security providers to provide security services to the Owners Corporation and the other entities.
    - (iii) The purchase and maintenance of equipment to be used by the Owners Corporation, the other entities and service providers, or by the Owners Corporation in conjunction with other entities and/or service providers.
    - (iv) Contributions to outgoings.
    - (v) Sharing the use of equipment with other entities and making arrangements for the use and storage of equipment.

- (e) "Security Deed" means a Deed which the Owners Corporation Strata Plan 67161, other Owners Corporations and other entities may enter into for the provision of the security arrangements.
- (2) All parts of this By-Law including the Preamble / Introduction are to be considered in the interpretation of this By-Law.

#### Part 3: Terms

- (1) In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 or other Act, the Owners Corporation shall have the following powers, authorities, duties and functions:
  - (a) The power and authority to enter into security arrangements.
  - (b) The power and authority to purchase equipment and pay outgoings.
  - (c) The power and authority to purchase equipment and pay outgoings in conjunction with other entities.
  - (d) The power and authority to hold equipment and to share equipment with other entities.
  - (e) The power and authority to engage consultants and contractors for these purposes.
  - (f) The power and authority to apply the funds of the Owners Corporation to these purposes.

#### Special By-Law 10 (dealing AF496587): Works Lot 149

##### Part 1: Preamble Introduction

- (1) This is a By-Law made under the provisions of sections 52 and 65A of the Strata Schemes Management Act 1996.
- (2) The effect of the By-Law is to grant the Owner of Lot 149 permission to perform work to construct a steel framed patio on the terrace of the Lot, subject to the conditions specified in the By-Law.
- (3) So far as the works involve any alteration, improvement or enhancement of the common property, this By-Law records the approval of the Owners Corporation in terms of section 65A and the obligation of the Owner to maintain those works in a state of good and serviceable repair.

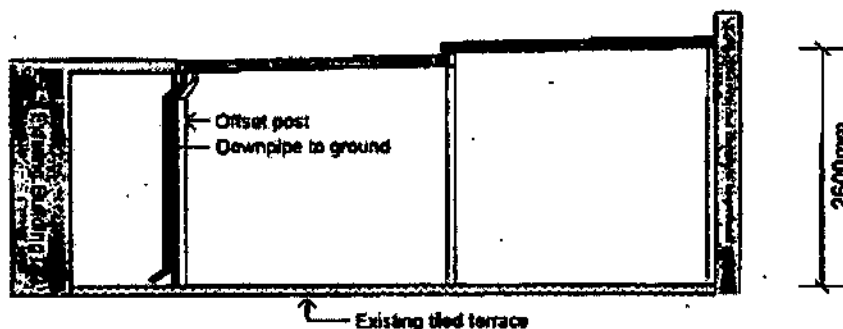
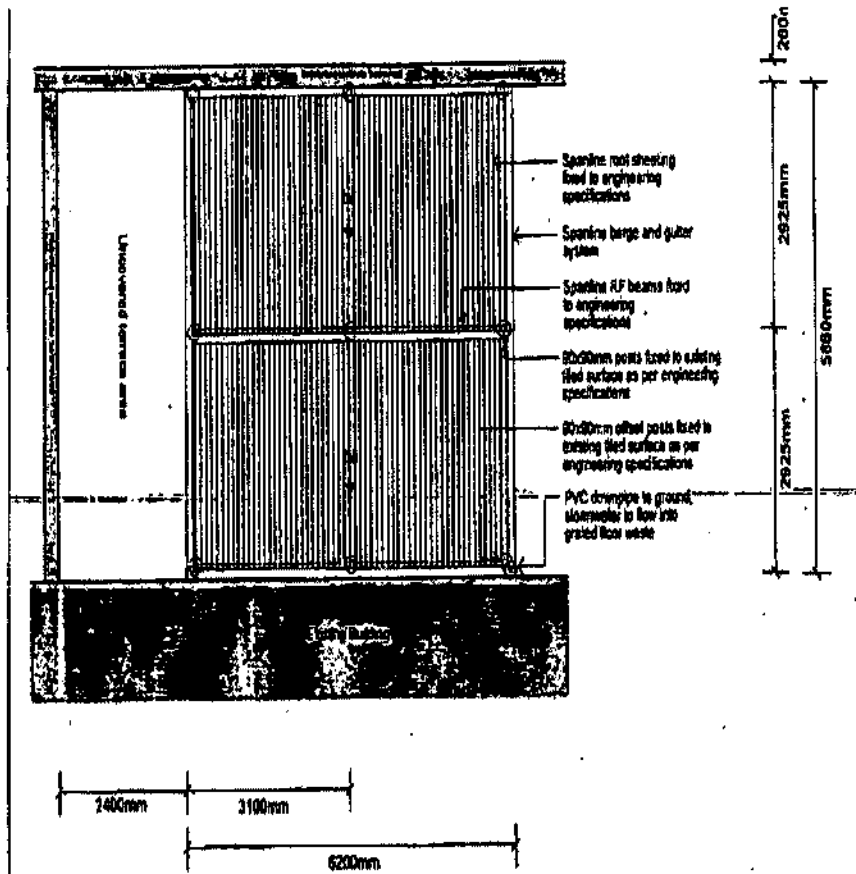
##### Part 2: Definitions and Interpretation

- (1) In this By-Law:
  - (a) "Approval of the Council" means any approval the Owner is required to obtain for the Works from all relevant statutory bodies, including the Council.
  - (b) "Drawings" means the drawings forming Part 3 of this By-Law.
  - (c) "Owner" means the Owner from time to time of Lot 149.
  - (d) "Works" means the work to construct a 5860 x 6200 x 2400 high steel framed patio roof on the terrace area of Lot 149 on Level 9 (as depicted in the registered strata plan) attached to the wall at one end and free standing at the other and incorporating 150 x 60 and 200 x 60 main support beams, three 90 x 90 steel posts with off sets for support beams and guttering with the roof sheets, beams

and posts to be finished in "Spanline" Classic Cream baked paint finish and generally as shown in the Drawings.

- (2) Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
- (3) All parts of this By-Law, including the Preamble Introduction, are to be considered in the interpretation of the By-Law.

Part 3: Drawings:



SIDE ELEVATION

Alex Borgillo  
 B. *[Signature]*  
 19/1/2018



#### Part 4: Grant of special privilege in respect of the common property

On the conditions set out in this By-Law, the Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

#### Part 5: Conditions required before the Works commence

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) A copy of any requisite approval of the Council, including all drawings, specifications, conditions and notes.
  - (b) A copy of any requisite Certificate of Insurance relating to performance of the Works under section 92(2) of the Home Building Act 1989.
  - (c) A Certificate of Currency for the duration of and for a period of no less than 3 months following completion of the Works, of Contractors' All Risks insurance cover taken out with a reputable 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 which the Owners Corporation is noted as an interested party.
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

#### Part 6: Performance of the Works

- (1) In carrying out the Works, the Owner undertakes that the Owner will and the Owner must ensure that the contractor also undertakes to the Owners Corporation that it will:
  - (a) Comply with all conditions and requirements of any requisite approval of the Council.
  - (b) Comply with the terms of approval given by the Owners Corporation under this By-Law.
  - (c) Comply with the Building Code of Australia and all relevant Australian Standards.
  - (d) Maintain the integrity of waterproofing of the floor of the terrace.
- (2) Subject to any extension necessitated by reasons beyond his control (such as bad weather or other exception provided for in the building contract), the Owner must complete the Works within two weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, the Council.
- (4) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and Owners.
- (5) The Owner must maintain all areas of the common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state, while the Works are being carried out.
- (6) The Owner must repair promptly any damage caused or contributed to by 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.

- (7) The Owner must not perform the Works or allow them to be carried out except between the hours of 8:00 AM and 5:00 PM Monday to Friday inclusive, Saturday 8:00 AM to Noon (excluding in each case public holidays) or during such other times as may be approved by the Owners Corporation.

#### Part 7: Requirements following completion of the Works

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.

#### Part 8: Maintenance of the common property

- (1) The Owner must maintain the Works and all associated additions in a state of good and serviceable repair.
- (2) The Owner must renew or replace the Works and all associated additions whenever necessary and must repair promptly any damage caused or contributed to by such work, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.
- (3) Subject to the terms of this By-Law, any subsequent By-Law or any special resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the balance of the common property.

#### Part 9: Indemnity and costs

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works, for damage to any part of the common property or another Lot because of performance of the Works or the renewal, repair, replacement or keeping of the Works.
- (2) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the making and registration of this By-Law.

#### Part 10: Breach of a term of the By-Law

- (1) If the Owner fails to carry out his obligations under this By-Law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
- (2) Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may (in accordance with the provisions of the Strata Schemes Management Act 1996) enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.
- (3) Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
- (4) The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

## **Special By-Law 11 (dealing AG236206, amended): Car Space Storage Units**

### **Part 1: Definitions**

- (1) In this by-law:
- (a) "approved type" means a galvanised steel storage unit such as the "space commander", "over the bonnet", "tall boy closet", "double decker" or similar type of a storage unit approved by the strata committee from time to time or following a specific request for approval.
  - (b) "car space" means any car space comprised in a lot or forming part of the lot.
  - (c) "installed & installation" means the installation of a storage unit.
  - (d) "lot" means the lot in strata plan 67161.
  - (e) "owner or occupier" means the owner or occupier for the time being of a lot in strata plan 67161.
  - (f) "storage unit" means a storage unit of an approved type.

### **Part 2: Interpretation**

- (1) In this by-law:
- (a) Words importing the singular include the plural and vice versa;
  - (b) Words importing a gender include any gender; and
  - (c) Words defined in the Strata Schemes Management Act 2015 have the meaning given to them in that Act.

### **Part 3: Terms**

- (1) With the exception of a storage unit, which has been authorised in accordance with the terms and conditions contained in this by-law, the owner or occupier of a lot shall not keep any item in a car space comprised in a lot, other than a motor vehicle or a push bike.
- (2) An owner or occupier of a lot must not install or permit the installation of a storage unit except in compliance with the following terms and conditions:
- (a) A storage unit must be of an approved type. If a storage unit is not of the approved type, the owner or occupier must obtain written approval from the strata committee to the type and style of the storage unit.
  - (b) An occupier of a lot must have written approval from the owner of the lot to the installation of a storage unit (and produce a copy of such approval if required by the strata committee).
  - (c) A storage unit may not be installed in a way that impedes the functioning of any fire safety equipment or system or otherwise blocks or impedes access to any common service such as plumbing, electrical wiring and the like.
  - (d) No storage unit shall encroach upon another lot or common property.
  - (e) A storage unit is to sit on the surface of the slab forming part of the common property. Penetration of the slab by bolts, screws and the like is not permitted.
  - (f) The terms and conditions contained in this by-law are in addition to and do not affect the terms of registered by-law 17 (appearance of a lot) and the terms of any further approval given by the strata committee are all to apply to the installation or keeping of any storage unit.

- (g) The owner or occupier must maintain the storage unit in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary.
- (h) The owner or occupier at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair or renewal of the storage unit.
- (i) Any storage unit shall be and remain the property of the owner or occupier of the lot served.
- (j) If the owners corporation requires access to an area of the common property adjacent to where a storage unit is located to perform its statutory duties, then the owner or occupier of the lot must if requested, remove and replace the storage unit at his cost to enable the owners corporation to carry out such work.
- (k) The owner or occupier must indemnify the owners corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if a storage unit had not been installed.

**Special By-Law 12 (dealing AH21946): Repeal of By-Law 22**

By-Law 22 of the Form 27 By-Laws registered with the Strata Plan is repealed.

**Special By-Law 13 (dealing AH21946): Repeal of By-Law 31**

By-Law 31 of the Form 27 By-Laws registered with the Strata Plan is repealed.

**Special By-Law 14 (dealing AH21946): Amendment of Special By-Law 6 dealing AE72785**

Part 2(c) is amended to provide:

Bond means a cheque in an amount for the sum of \$500.00 (inclusive of GST) made payable to  
The Owners – Strata Plan No. 67161.

**Special By-Law 15 (dealing AH21946): Repealed**

Special By-Law 15 (dealing AH212946) registered with the Strata Plan is repealed.

**Special By-Law 16 (dealing AH21946): Repeal of By-Law 32**

By-Law 32 of the Form 27 By-Laws registered with the Strata Plan is repealed.

**Special By-Law 17 (dealing AH21946): Repeal of Special By-Law 1 dealing 9629313**

Special By-Law 1 "Keys and charges" in registered dealing 9629313 is repealed.

## Special By-Law 18 (dealing AH21946): Access keys and charges

### Part 1: Definitions

- (1) In this By-Law:
  - (a) "Key" means any proximity security key, security card or other similar device, which enables:
    - (i) access to or from Crystal Street, Potter Street or Bourke Street, to the strata parcel;
    - (ii) access to the lift to the floor level on which an Owner's Lot is located; and/or
    - (iii) access for vehicles to and from Crystal Street or Potter Street.
  - (b) "Charge" means the non-refundable cost for the purchase of a Key in the sum of \$100.00.
- (2) Words importing the singular include the plural and vice versa.
- (3) Words importing a gender include any gender.
- (4) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them therein.
- (5) All parts of this By-Law are to be considered in the interpretation of the By-Law.

### Part 2: Owners Corporation's powers

- (1) The Owners Corporation shall have the following powers, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or any other Act:
  - (a) The power and the authority to install and maintain lock alarms, communication systems and other security devices.
  - (b) The power and the authority to determine, from time to time, conditions for the issue and use of the Key by the Owners and occupiers of Lots.
  - (c) The power and the authority to restrict issue of the Key to the common property areas and facilities to the Owners and occupiers of Lots who have complied with reasonable conditions determined from time to time by the Owners Corporation.
  - (d) The power and the authority to undertake an audit and to keep a register of persons to whom the Key is issued, and to require (with which requirement an Owner or occupier of a Lot must comply) the periodic return to the Owners Corporation of a Key for the purpose of cataloguing and re-issuing such Key.
  - (e) The power and the authority to alter coding of the Key from time to time, in order to maintain or to improve the security of the Scheme.
  - (f) The power and the authority to engage consultants and contractors for the purpose outlined in paragraphs a to e (inclusive) in this Part 2.
  - (g) The power and the authority to apply the funds of the Owners Corporation for the purpose outlined in paragraphs a to e (inclusive) in this Part 2.

### Part 3: Conditions

- (1) Key remains the property of the Owners Corporation.
- (2) The Owner of a Lot to whom a Key is given shall exercise a high degree of caution and responsibility in making such Key available for use by any occupier of the Lot, and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of the Lot to any such occupier) to ensure return of the Key to the Owner or the Owners Corporation upon the occupier ceasing to occupy the Lot.
- (3) The Owner or occupier of a Lot shall not, without the prior written approval of the Owners Corporation, duplicate the Key, or cause or permit the Key to be duplicated, and shall take all reasonable precautions to ensure that the Key is not lost or handed to any person other than the Owner or occupier of the subject Lot, and the Key is not disposed of otherwise than by returning it to the Owners Corporation.
- (4) The Owner or occupier of a Lot issued with a Key shall immediately notify the Owners Corporation or the Caretaker if that Key is lost or misplaced.

### Part 4: Terms

- (1) The Owners Corporation adopts the following terms for use of the Key.
  - (a) Key will only be issued to a Lot Owner, or to an occupier authorised in writing by the Lot Owner to receive such Key.
  - (b) Key will be subject to the Charge, payable immediately upon receipt of the Key, by the Owner of a Lot or by an occupier authorised in writing by the Lot Owner to receive such Key.
  - (c) If a Key is lost or damaged, a replacement Key may be issued and will be subject to the Charge.
  - (d) If the Owners Corporation determines (acting reasonably) that a Key is malfunctioning, and that such malfunction has not been caused by the subject Owner or authorised occupier of a Lot, a replacement Key may be issued thereto at no Charge.
  - (e) Key will be issued on the basis of two (2) Keys per bedroom, plus one (1) additional Key.

### Special By-Law 19 (dealing AH887910): Amendment of Special By-Law 7 dealing AE72785

Special By-Law 7 "Installation of Hard Surface Flooring" in registered dealing AE72785 is amended to provide as follows:

#### Part 1: Introduction

- (1) The purpose of this By-Law is to regulate installation of flooring other than carpet and underlay. The By-Law establishes a regime under which an Owner may approach the Owners Corporation for permission to install Hard Surface Flooring.
- (2) The By-Law also provides that if Hard Surface Flooring is installed within a Lot, the Owner of that Lot is responsible for the maintenance and repairs of such flooring.
- (3) The terms of this By-Law are to be read in conjunction with the terms of Special By-Law "Floor coverings" and By-Law 1 "Noise" registered with the Strata Plan.

## Part 2: Definitions

- (1) In this By-Law:
  - (a) "Impact Sound Isolation" means underlay rating certified to provide not more than  $L_n T, w = 50$
  - (b) "Hard Surface Flooring" means any flooring material that is not carpet or underlay.

## Part 3: Interpretation

- (1) In this By-Law, words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
- (2) All parts of this By-Law, including the Introduction, are to be considered in the interpretation of it.

## Part 4: Terms

- (1) No Hard Surface Flooring may be installed that does not have at least Impact Sound Isolation rating.
- (2) The Owner of a Lot must not install, attach or affix any Hard Surface Flooring to serve his Lot, or allow such Hard Surface Flooring to be installed (attached or affixed) or kept, except in compliance with the following terms and conditions.

## Part 5: Terms and conditions

- (1) Prior to installing any Hard Surface Flooring, the Owner must:
  - (a) obtain written approval of the Owners Corporation to the proposed location, style, design and type of the Hard Surface Flooring, and
  - (b) provide evidence that the proposed installation will be subject to Impact Sound Isolation rating.
- (2) In performing the installation or construction, the Owner must by himself, his agents, servants or contractors, comply with all conditions and requirements of all applicable By-Laws, Building Code of Australia and all pertinent Australian Standards and comply with the terms of approval given by the Owners Corporation under this By-Law.

## Part 6: Keeping the Hard Surface Flooring

- (1) The Owner must maintain Hard Surface Flooring in a state of good and serviceable repair and must renew or replace it when necessary.
- (2) The Owner must maintain those areas of the common property that represent a point of contact between the installation of the Hard Surface Flooring and the common property.
- (3) The Owner at his own cost must repair any damage to the common property or the property of the Owner or occupier of another Lot occurring in the installation, maintenance, replacement, repairs or renewal of any Hard Surface Flooring.
- (4) The Owner must indemnify the Owners Corporation and the Owners or occupiers of other Lots against:
  - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the installation of the Hard Surface Flooring, that would not have been incurred if the Hard Surface Flooring had not been installed or constructed, and

- (b) any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the Hard Surface Flooring consequent upon the Owners Corporation performing work to the common property.
- (5) If the Owner fails to carry out his obligations under this By-Law after being requested in writing to do so, the Owners Corporation will be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996, to carry out the work and recover the costs from the Owner as a debt.
- (6) The Owner may remove any Hard Surface Flooring, but must do so at his expense and in a workmanlike manner. The Owner must ensure that after any Hard Surface Flooring is removed, the common property is restored to its original condition.
- (7) For the purpose of this By-Law, any Hard Surface Flooring shall remain the property of the Owner of the Lot installing it or the Owner of the Lot served by it, whether or not the Owner installed it.

**Special By-Law 20 (dealing AH887910): Floor coverings**

- (1) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or occupier of another Lot.
- (2) This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the Strata Plan.

**Special By-Law 21 (dealing AH887910): Lot 160 Storage works**

**Part 1: Definitions**

- (1) In this By-Law:
  - (a) "Consent" means the Owners' consent to this By-Law in the form attached to the Minutes of the meeting at which this By-Law was passed.
  - (b) "Storage Works" means the Owner's installation of new metal cladding over Lot 160 in Strata Plan No.67161 to provide storage of a style, materials and colours to match the design attached to this By-Law.
  - (c) "The Owner" means the Owner from time to time of Lot 160 in Strata Plan No. 67161.
- (2) Any term used in this By-Law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act.
- (3) Singular includes the plural and vice versa.
- (4) A reference to one gender includes a reference to all other genders.
- (5) Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

**Part 2: Rights**

Subject to the Conditions, the Owner will have a special privilege to carry out the Storage Works (including all ancillary structures) at their cost, and exclusive use of the common property immediately affected by the Storage Works.



### Part 3: Conditions

- (1) Prior to any Storage Works being carried out, the Owner must:
  - (a) Ensure that contractors of all works have insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in an amount of no less than \$10,000,000.00.
- (2) When carrying out the Storage Works in accordance with the By-Laws the Owner must:
  - (a) Comply with all applicable By-Laws in force for the Strata Scheme 67161 and within the reasonable directions of the Executive Committee as to permissible hours of work, movement of building material on the parcel and the disposal of building and other debris; and
  - (b) Ensure the Storage Works are carried out by suitably licensed tradesperson and in skilful and workmanlike manner.
- (3) The Owner will commence the construction of the Storage Works within 4 weeks of registration of this By-Law and ensure completion of the Storage Works within 8 weeks of registration of this By-Law.
- (4) The Owner must properly maintain and keep their Storage Works in a state of good and serviceable repair (at the Owner's cost) and replace their Storage Works or any part of them at their own cost as the Owners Corporation may reasonably require from time to time.
- (5) The Owner must provide access to the Storage Works for contractors engaged by the Owners Corporation for the maintenance of current services that are installed on the common property ceiling such as pipes and sprinklers as required from time to time.
  - (a) The Owners Corporation must give the Owner 3 days' notice of access required to the Storage Works for maintenance of the services.
  - (b) The Owner will not unreasonably withhold access to the Storage Works for the purpose of maintenance of the services and will provide access to contractors engaged by the Owners Corporation for the maintenance of the services.
  - (c) The Owner will provide the details of two additional contact persons to the Owners Corporation so that access to the Storage Works can be obtained in the case of an emergency, if the Owner cannot be contacted.
- (6) The Owner accepts liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Storage Works.
- (7) If the Owner removes the Storage Works or any part of the Storage Works made under this By-Law, the Owner must at the Owner's own costs restore and reinstate the common property to its original condition.
- (8) The Owner must accept liability for any damage caused to the common property, any Lot or any personal property as a result of their Storage Works and are responsible to make good that damage immediately after it has occurred.
- (9) The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal costs) as a result of the maintenance or repair/replacement of the Storage Works and will pay those costs to the Owners Corporation on demand.
- (10) The Storage Works will remain the Owner's fixtures.

(11) The Owner will pay for registration of this By-Law.

#### Part 4: Storage Works

#### Monoclad Roof Wall Cladding Product Manual and Proposed Floor Plan



#### Selection & Specification



##### Features

- Economical – unique blend of characteristics provides a low installed cost.
- Simple Installation – through fixing and easy notching of flashings.
- 762mm Cover – quick installation and easy handling.
- Hi-Tensile Steel – lightweight and high strength.
- Deep Ribs – provide excellent spanning capability with good water carrying capacity.
- Domed Crest – provides greater foot traffic performance.
- Anti-capillary Side Laps – gives improved weather structure.
- 2° Minimum Pitch – reduces support structure.
- Fully Tested – a full range of load performance tables to suit almost any application.

##### Applications

The visual appeal, strength, wide cover, light weight and weather resistance of Stramit Monoclad® cladding make it perfect for all commercial roofing and walling applications. Its excellent strength and ease of assembly allow for long, economical spans. The large water-carrying capacity and weather-tightness permits very low roof pitches, leading to economies in the building structure.

Stramit Monoclad® cladding may also be used for domestic applications.

Stramit Monoclad® cladding is only intended for use in commercial/industrial/residential roof or wall cladding applications. Do not use for any other purpose.

##### IMPORTANT NOTE

The information contained within this brochure is as far as possible accurate at the date of publication, however, before application in a particular situation, Stramit Building Products recommends that you obtain qualified expert advice concerning the suitability of product(s) and information in question for the application proposed. While Stramit accepts its legal obligations, be aware however that to the extent permitted by law, Stramit disclaims all liability (including liability for negligence) for all loss and damage resulting from the use of the information provided in this brochure.

## Materials

Stramit MonoClad® cladding is manufactured from hi-tensile G550 colour coated steel or zinc aluminium alloy coated steel. In some locations galvanised and severe environment colour coated steel may be available by arrangement. Colour coated steels are in accordance with AS2728 - Category 3 and, for the substrate, with AS1397. Zinc aluminium alloy coated AZ150 and galvanised Z450 conform to AS1397.

Stramit has a comprehensive range of colours as standard. Ask your nearest Stramit location for colour availability.

### STRAMIT MONOCLAD® CLADDING - SHEETING MASS (kg/m² of roof area)

	ZINCALUME®	COLORBOND®	GAUCHAMP
0.42mm BMT	4.28	4.35	4.65
0.48mm BMT	4.86	4.93	5.23

## Adverse Conditions

Stramit MonoClad® cladding will give excellent durability in almost all locations. It is however important to choose the correct coating for each application environment. The table below shows the suitability of coating types for different exposure conditions.

suitability of coating type	site exposure condition				
	benign	moderate	marine	severe	very severe
ZINCALUME®	✓	✓	X	X	X
GAUCHAMP 1150	✓	!	X	X	X
COLORBOND®	✓	✓	✓	X	X
COLORBOND® ULTRA	N/A	N/A	✓	✓	X

! Question marks indicate conditions where durability may be diminished depending on the particular application.

The approximate sea exposure conditions in the table above are defined below:

site exposure condition	distance of the from	
	beaching surf	ocean surf
benign	100m +	100m +
moderate	401m-1000m	201-1000m
marine	201m-400m	101m-200m
severe marine	100m-200m	0m-100m
very severe marine	0m-100m	N/A

The beaching and exposure tables above are guidelines only; conditions will vary from site to site. If uncertain about the appropriate coating for a particular application or if the product is to be used in circumstances affected by unusual conditions, local hot conditions or severe burning, contact your nearest Stramit office for advice.

## Compatibility

All building products need to be checked for compatibility with adjacent materials. These checks need to be for both direct contact between materials, and where water runs from one material to another. The following guidelines generally avoid material incompatibility:

- For zinc aluminium alloy coated steel, colour coated steel and galvanised steel roofs avoid copper, lead, green or treated timber, stainless steel and mortar or concrete.
- In addition galvanised steel roofs should not receive drainage from aluminium or any inert materials, such as plastics, glass, glazed tiles, colour coated steel and zinc aluminium alloy coated steel. Contact Stramit for more detailed information.

## Testing

Stramit has in-house, purpose built, testing equipment used to design, develop and improve products for the Australian market. In addition many Stramit products are tested or witnessed by independent organisations. These include:

- Cyclone Testing Station (James Cook University)
- The University of Sydney
- University of Technology, Sydney

This ongoing research and development activity ensures that Stramit remains at the forefront of innovation, design and consumer information.

## Architectural Specification

This specification can be found on the Stramit web site and can be easily downloaded onto your documentation.

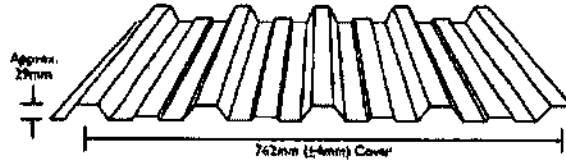
The roofing/walling shall be 0.42 (or 0.48) mm BMT Stramit MonoClad® cladding in continuous lengths with trapezoidal ribs approximately 27mm high, spaced at 190mm centres. Sheeting material shall be protected steel sheet to Australian Standard AS1397, with a minimum yield stress of 550MPa (Grade G550) and an AZ150 zinc-aluminium coating with or without an oven-baked paint film of selected colour. The sheeting shall be fixed to the purlins/girts in accordance with the manufacturer's recommendations. Suitable fixing screws in accordance with Australian Standards AS3566, Class 3, shall be used at every rib at every support with side lap fasteners installed at mid span if required. Sheets shall be laid in such a manner that the approved side lap faces away from the prevailing weather. A minimum of 50mm shall be provided for protection into gutters. Flashings shall be supplied in compatible materials as specified, minimum cover of flashing shall be 150mm. All sheeting shall be fixed in a workman-like manner, leaving the job clean and weatherproof. Repair minor blemishes with touch-up paint supplied by the roof manufacturer. All debris (nails, screws, cuttings, filings etc.) shall be cleaned off daily.

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## Design

### Spans

The spans shown below take account of 'normal' foot traffic and wind resistance including local pressure zone effects. Pressures are based on AS4055 or AS1170.2. Where the two standards differ, the worse case has been taken for each classification. Data should only be used for buildings 7m or less in height, 1000m<sup>2</sup> or less in area and unaffected by land topography.



STRAMIT MONOCLAD 'CLADDING - MAXIMUM SPAN CHART (mm)												
bric. (mm)	roofs					walls					overhangs	
	pressure service -ability	double strength	double span	equal span	internal (end) span combination	pressure service -ability	double strength	double span	equal span	internal (end) span combination	free edge	stiffened edge
M1 or Region A (sheltered suburban)												
0.42	0.76	1.33	1350	1350	1700 (1400)	0.61	1.04	2700	2850	3000 (2500)	150	400
0.48	0.76	1.33	1700	1700	2300 (1900)	0.61	1.04	2900	2750	3000 (2500)	200	500
M2 or Region B (sheltered suburban) and Region A (exposed suburban)												
0.42	0.78	1.94	1350	1350	1700 (1400)	0.61	1.49	2700	2850	3000 (2500)	150	400
0.48	0.78	1.94	1700	1700	2300 (1900)	0.61	1.49	2900	2750	3000 (2500)	200	500
M3 or Region A (rural) and Region B (exposed suburban)												
0.42	1.18	2.96	1350	1350	1700 (1400)	0.92	2.25	2050	2280	2800 (2300)	100	300
0.48	1.18	2.96	1700	1700	2300 (1900)	0.92	2.25	2600	2580	3000 (2500)	150	400

Internal spans must have both end spans 20% shorter.

Values are only valid for use with steel members of 1.5mm or thicker. Where thinner supports are used, fastener capacity must be checked. Refer to Stramit® Top Hat & Buttweld Product Technical Manual for more information.

For more specific applications Stramit Monoclad® cladding must be designed to the pressure and foot traffic limitations below.

### Pressures

STRAMIT MONOCLAD® CLADDING - SERVICEABILITY LIMIT STATE CAPACITY											
thickness (mm)	fasteners per sheet at each support	span type	pressure (kPa) or the spans (mm) shown								
			400	900	1200	1500	1800	2100	2400	2700	3000
0.42	4	internal	5.41	5.41	3.75	2.76	2.18	1.64	1.29	1.04	0.80
		equal	5.00	5.00	2.87	1.88	1.34	1.02	0.81	0.67	0.54
		double	4.06	4.06	2.34	1.55	1.13	0.88	0.72	0.61	0.53
0.48	4	internal	7.28	7.28	4.44	3.11	2.37	1.91	1.61	1.40	1.25
		equal	5.07	5.07	2.74	2.78	2.85	1.49	1.04	0.68	0.39
		double	4.54	4.54	3.52	2.70	2.85	1.55	1.15	0.81	0.54

STRAMIT MONOCLAD® CLADDING - STRENGTH LIMIT STATE CAPACITY (Non-cyclonic)											
thickness (mm)	fasteners per sheet	span type	pressure (kPa) or the spans (mm) shown								
			400	900	1200	1500	1800	2100	2400	2700	3000
0.42	4	internal	8.69	8.69	7.81	5.75	4.81	4.09	3.52	3.07	2.69
		equal	7.13	7.13	6.59	5.63	4.72	3.93	3.27	2.71	2.25
		double	6.24	6.24	4.81	4.00	3.49	3.14	2.80	2.49	2.33
0.48	4	internal	9.42	9.42	8.33	6.99	5.81	4.83	4.02	3.34	1.77
		equal	8.17	8.17	7.52	6.32	5.18	4.21	3.38	2.69	2.10
		double	8.10	8.10	7.46	6.38	5.37	4.56	3.77	3.16	2.64

Tables are based on testing to AS1562 and AS4049 parts 0, 1 and 2. Internal spans must have both end spans 20% shorter.

Values only valid for use with steel support members of 1.5mm or thicker. Where thinner supports are used, fastener capacity must be checked. Refer to Stramit® Top Hat & Buttweld Product Technical Manual for more information.

Refer to Stramit® Cyclonic Areas Roof and Wall Cladding brochure for information on use in cyclonic regions.

### Foot Traffic

Foot traffic limits for Stramit MonoClad® cladding are shown for three alternate foot traffic categories. These are:

- High Maintenance – for applications with repeated maintenance, particularly where personnel may be unfamiliar with correct procedures for walking on metal roofs.
- Normal – based on traditional expectations, with moderate maintenance foot traffic using designated foot paths.
- Controlled – spans that conform to AS1542 but require minimal careful foot traffic only on the designated foot path. Suggested for use only where occasional aesthetic imperfections from foot traffic are acceptable.

#### STRAMIT MONOCLAD® CLADDING – FOOT TRAFFIC LIMITED SPANS (mm)

thickness mm	fasteners per sheet	span type	foot traffic limits
			heavy normal controlled
0.42	4	internal	1700 2100
		equal	1350 1800
		double	1350 1800
0.48	4	internal	1000 2300 2700
		equal	800 1700 2250
		double	800 1700 2250

Notes are based on tests to AS1542 and AS3640 parts 0 and 1.

For more information on foot traffic performance of Stramit MonoClad® cladding and other Stramit roofing profiles refer to Stramit's Foot Traffic Guide.

### Spring Curving

Stramit MonoClad® cladding can be spring-curved, concave and convex, including curved ridges, provided it is sealed at the apex and within the recommended limits below:

#### STRAMIT MONOCLAD® CLADDING – SPRING-CURVED RADIUS LIMITS (mm)

	performance restricted		restricted by drainage at the rainfall intensities shown		
limb (mm)	minimum radius	lowest nominal radius	378 mm/hr	226 mm/hr	150 mm/hr
0.42	70*	132	105	177	259
0.48	60*	132	105	177	259

\*At these radii a maximum support spacing of 1200mm applies, and limit state pressure capacities are reduced by 14% for serviceability and 7% for strength. These reductions apply proportionately up to the lowest nominal radius.

For more comprehensive information on spring curving Stramit MonoClad® cladding and other Stramit® roofing profiles refer to the Stramit Spring Curving Guide.

### Thermal Expansion

All metal roof sheeting is subject to thermal expansion and, where there is a temperature difference between the sheeting and the structure, this needs to be accommodated. The colour of the sheeting will affect the amount of thermal expansion, and whether the sheet is flat or curved will affect its ability to resist without problems.

Sheet lengths should be limited to those shown below.

#### STRAMIT MONOCLAD® CLADDING – MAXIMUM SHEET LENGTH (m)

roof colour	light	dark
Flat	25	17
Spring-curved	20	17

### Water Carrying

Stramit MonoClad® cladding has excellent water-carrying capacity enabling roof slopes to be as low as 2° for many applications. Roof run lengths are the combined lengths of all roof elements contributing to a single pan drainage path. This can include the roof length upstream of a roof penetration that concentrates flow into other pans. The table below gives slopes for 100 year return period rainfall intensity.

#### STRAMIT MONOCLAD® CLADDING – MINIMUM ROOF SLOPE (degrees)

rainfall intensity mm/hr	total roof run length (m)											max roof run length (m) at min slope
	30	40	50	60	70	80	90	100	110	120	130	
150								2.0	2.3	2.9	3.6	105
175	Minimum							2.0	2.0	2.7	3.5	90
200	Slope 2°							2.1	2.9	3.8	4.5	70
225								2.0	2.9	3.9	5.1	70
250								2.0	2.7	3.8	5.1	63
275								2.3	3.5	4.8	6.3	57
300								2.0	2.9	4.3	5.9	52
325								2.2	3.6	5.2	7.1	48
350								2.7	4.3	6.2	8.3	45
375								2.0	3.2	5.1	7.2	42
400								2.8	2.1	3.8	5.9	39

\* Exceeds the scope of this manual

Notes: Depth of flow in pan = 10% height of overlap (per industry standard)

For more information on water carrying performance of Stramit MonoClad® cladding and other Stramit roofing profiles refer to Stramit's Roof Slope Guide.

### Darwin Area

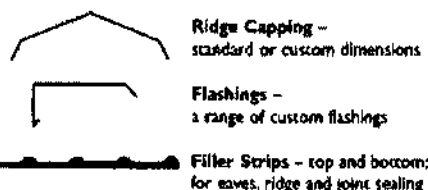
Information on the use of Stramit MonoClad® cladding in the Darwin area can be found in deemed-to-comply sheets M/148/01, M/103/03 and M/104/04 in the Darwin Area Manual. These are available from Stramit.

## Procurement

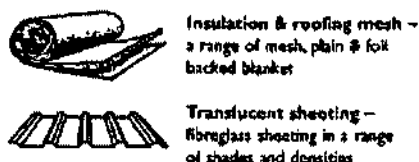
### Prices

Prices on Stramit Monoclad® cladding and its accessories can be obtained from your nearest Stramit location or distributor of Stramit products. As Stramit does not provide an installation service, ask your tradesperson for a supply and fix price. Contact your nearest Stramit location for the names of tradespersons in your area.

### Related Products



Use only where sealing is preferred to ventilation



### Length

Stramit Monoclad® cladding is supplied cut-to-length. When designing or transporting long products ensure that the length is within the limit of the local Transport Authority regulations. The manufacturing tolerance on the length of product supplied is  $\pm 0, \pm 15$ mm.

### Ordering

Stramit Monoclad® cladding can be ordered directly, through distributors, or supplied and fixed from a roofing contractor.

### Delivery/Unloading

Delivery can normally be made within 48 hours, subject to the delivery location, quantity and material availability, or can be at a pre-arranged date and time. Please ensure that suitable arrangements have been made for truck unloading, as this is the responsibility of the receiver. Pack mass may be up to one tonne. When lifting Stramit Monoclad® cladding, care should be taken to ensure that the load is spread to prevent damage.

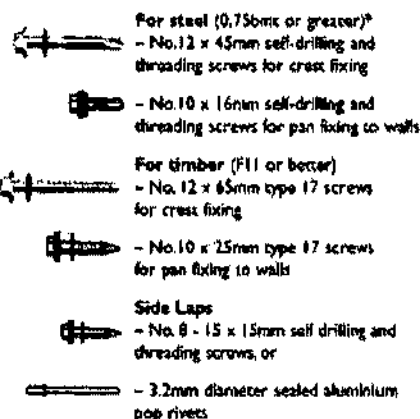
### Handling/Storage

Stramit Monoclad® cladding should be handled with care at all times to preserve the product capabilities and quality of the finish. Packs should always be kept dry and stored above ground level while on site. If the sheets have become wet, they should be separated, wiped and placed in the open to promote drying.

## Installation

### Fasteners

All fastening screws must conform to AS3566 - Class 3, are to be hexagon headed and for roofing must be used with sealing washers. For connecting to purlins or top hats use:



\* For steel less than 0.75mm thickness refer to Stramit® Top Hats & Battens Product Technical Manual.

### Site Induction

Consideration should be given to handling and installation issues as part of site induction safety procedures. Specific consideration should be given to pack handling, avoidance of cuts, trips, slips and falls, long sheet handling particularly in windy conditions, sheet cutting procedures and surface temperature on sunny days. Personal Protection Equipment (PPE) should always be used.

### Installation

Stramit Monoclad® cladding is readily installed with or without fibreglass insulation blanket. If practical lay sheets in the opposite direction to prevailing weather. Installation of Stramit Monoclad® cladding is a straightforward procedure using the following fixing sequence:

- 1) Ensure all purlins are in line and correctly installed and that mesh and blanket (if specified) are in place.
- 2) Position and fix the first sheet ensuring the correct sheet overhangs (minimum 50mm). Ensure that screws are not overtightened.
- 3) Continue to fix subsequent sheets checking that sheet ends at the lower edge are exactly aligned.

It is important that the underlap of one sheet does not protrude beyond the overlap of the next - if this is unavoidable, the underlap must be trimmed locally or water 'drawback' may occur.

- 4) Measure the overall cover width at top and bottom of the sheets from time to time to avoid 'fanning'.
- 5) For roof spans exceeding 900mm and wall spans exceeding 1200mm, stitch the sidelaps at midspan.
- 6) Turn up the pans at the upper roof edge and install flashings.
- 7) Clean up the roof after each days work, removing all screws, cuttings, swarf etc, and leave roof clean and watertight.

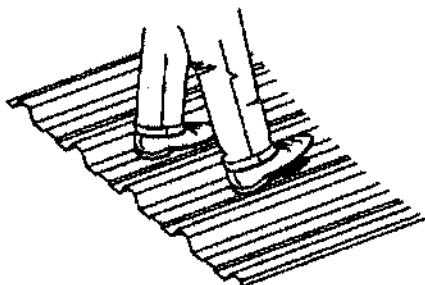
#### Insulation

Stramit Monoclad® cladding is suitable for use with insulating blanket. Glasswool blanket up to 50mm thick can be readily used. Increased thicknesses require longer fasteners and greater care in installation. Increased thicknesses up to 100mm require fasteners that are 20mm longer. However, care must be taken when fixing the sheet. Stand on pans either side of rib to compress the additional material and fix fasteners until seal is touching. Do not over tighten fasteners.

#### Walking

As with all roofing products, we recommend extra caution be taken when walking on the roof. When walking on Stramit Monoclad® cladding roofing always wear flat rubber soled shoes and place feet only in the pans, taking care to avoid the last pan or two near edges of the metal roof area.

Walk only in pans, or on ribs at purlin supports



#### Good Practice

Stramit recommends that good trade practice be followed when using this product, such as that found in Australian Standards Handbook HB39.

#### Sheet Handling

Cut resistant or leather gloves should be worn when handling product. Foot protection should be worn when handling and transporting product.

#### Cutting

Stramit Monoclad® cladding can be easily cut, where required, using a power saw with a steel cutting blade or a power nibbler and, for localised cutting, tin snips. Avoid the use of abrasive discs as these can cause burred edges and coating damage. Please dispose of any off-cuts carefully.

### **Additional Information**

#### Maintenance

Exterior surfaces of metal products unwashed by rain can benefit from occasional washing to remove build-up of corrosive salts. Walls beneath eaves or awnings are such a situation.

#### Further Information

As well as our standard range of Technical Manuals, Installation Leaflets, Case Studies and other promotional literature Stramit has a series of Guides to aid design. These include:

- Roof Slope Guide
- Foot Traffic Guide
- Concealed Fixed Decking
- Bulbousing, Curving and Crimping
- Acoustic Panels
- Cyclonic Areas
- Spring Curving Guide

Please contact your nearest Stramit location or visit [www.stramit.com.au](http://www.stramit.com.au) to download Stramit literature.

#### Other Products

Stramit offers a wide range of building products, including:

- Purlins and girts
- Formwork decking
- Roof and wall sheeting
- Lightweight structural sections
- Truss components
- Gutters and downpipes
- Fascias
- Custom flashings
- Insulating products
- Fasteners

#### References

In preparing this document reference has been made to:

- Standards Australia Handbook - HB39 (Installation code for metal roof and wall cladding)
- BlueScope Steel - Technical Bulletin TB-4 (Maintenance of Colorbond prepainted steel roofing)
- BlueScope Steel - Technical Bulletin TB-1 (Steel roofing and walling products - selection guide)



The Stramit web page can be found at:  
[www.stramit.com.au](http://www.stramit.com.au)  
 Details of many Stramit® products can also be seen on the AIA site 'Product Selector' at:  
[www.selector.com.au](http://www.selector.com.au)

Building Products		prices	availability	general	technical
contact numbers for information			products coating colours	other	advice product data
<b>SYDNEY</b>	phone	(02) 9834 0909		(02) 9834 0908	
33-83 Quarry Road, Enfield Park NSW 2259	fax	(02) 9834 0908		(02) 9834 0908	
<b>CANBERRA</b>	phone	(02) 6297 3533			
4 Bass Street, Queenbeyan NSW 2628	fax	(02) 6297 2069			
<b>COFFS HARBOUR</b>	phone	(02) 6632 6333			(02) 4954 5633
4 Manbridge Drive, Coffs Harbour NSW 2450	fax	(02) 6631 3395			(02) 4954 5656
<b>NEWCASTLE</b>	phone	(02) 4954 5033			
17 Nelson Road, Cardiff NSW 2285	fax	(02) 4954 5036			
<b>ORANGE</b>	phone	(02) 6261 0444			
51 Leewood Drive, Orange NSW 2800	fax	(02) 6261 9814			
<b>MELBOURNE</b>	phone	(03) 9237 6300		(03) 9237 6200	
2/164 Fernvale Gully Road, Koroit VIC 3180	fax	(03) 9237 6399		(03) 9237 6299	
<b>ALBURY</b>	phone	(02) 6041 7608			
18 Ariel Drive, Albury NSW 2640	fax	(02) 6041 7666			
<b>BENDIGO</b>	phone	(03) 5447 8455			
Ramsey Court, Kangaroo Flat VIC 3555	fax	(03) 5447 9577			
<b>HOBART</b>	phone	(03) 6263 8336			(03) 6263 8336
37 Crooked Billie Drive, Brighton TAS 7000	fax	(03) 6263 8350			(03) 6263 4950
<b>LAUNCESTON</b>	phone	(03) 6343 7390			
289 Hobart Road, Kings Meadows TAS 7249	fax	(03) 6343 7381			
<b>ADELAIDE</b>	phone	(08) 8262 4444			(08) 8262 4444
41 Stock Road, Canan SA 5094	fax	(08) 8262 6333			(08) 8262 6333
<b>BRISBANE</b>	phone	(07) 3803 9999			
57-71 Packerham Street, Crestmead QLD 4132	fax	(07) 3803 1499			
<b>TOWNSVILLE</b>	phone	(07) 4779 0844			
462-468 Baywater Road, Garbutt QLD 4816	fax	(07) 4775 7153			
<b>CAIRNS</b>	phone	(07) 4045 2069			
Vickers Street, Edmonson QLD 4649	fax	(07) 4045 4762			
<b>MACKAY</b>	phone	(07) 4942 3488			(07) 3803 9999
Bridgewater Court, Glenella QLD 4740	fax	(07) 4942 2343			(07) 3803 1499
<b>MARYBOROUGH</b>	phone	(07) 4121 2433			
10 Activity St, Maryborough QLD 4638	fax	(07) 4123 3139			
<b>ROCKHAMPTON</b>	phone	(07) 4936 2577			
41 Johnson St, Rockhampton QLD 4702	fax	(07) 4936 4603			
<b>SUNSHINE COAST</b>	phone	(07) 5456 4083			
Unit 1, 5 Xerxes St, Kunda Park QLD 4556	fax	(07) 5456 4862			
<b>MURWILLUMBAH</b>	phone	(02) 6672 8542			
4 Kay Street, Murwillumbah NSW 2264	fax	(02) 6672 6798			
<b>DARWIN</b>	phone	(08) 8947 0788			
15 Allotment Street, Wyandhe NT 0820	fax	(08) 8947 1577			
<b>PERTH</b>	phone	(08) 9493 2000			
685-685 Biddle Road, Maddington WA 6109	fax	(08) 9493 8099			
<b>BUNBURY</b>	phone	(08) 9721 8046			
15 Profit Street, Bunbury WA 6230	fax	(08) 9721 8017			

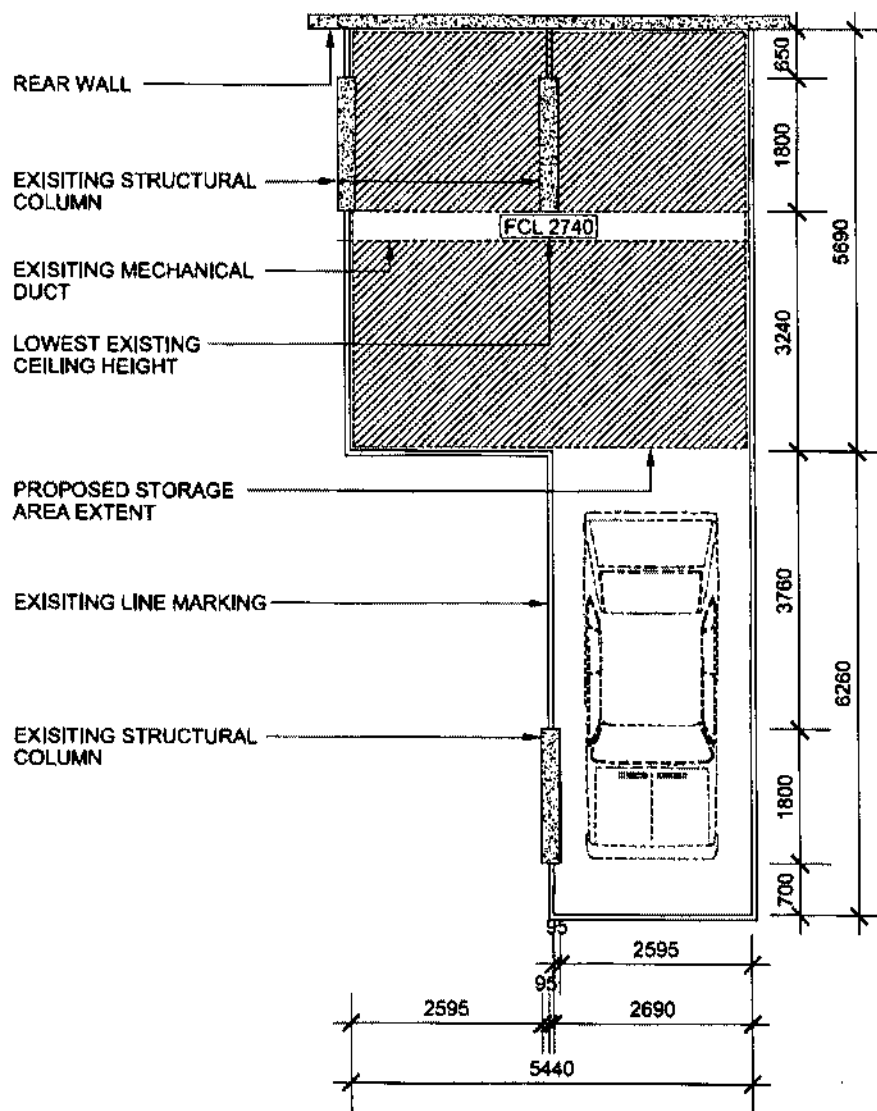
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This document replaces all previous issues. Please destroy or clearly mark as superseded, all previous issues.

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# Part 5: Proposed Floor Plan



160/816 BOURKE STREET, WATERLOO 2017  
 DWG 01 - PROPOSED STORAGE FACILITY [X] AREA: Approx. 47m2 25/07/2011 NTS



Alex Borzilo  
 B. [Signature]  
 19/7/2018

## **Special By-Law 22 (dealing A1359541): Lots 161 and 162 Renovation Works**

### **Part 1: Preamble**

#### **Part 1.1: Grant of Right**

Notwithstanding anything contained in any By-Law applicable to the Strata Scheme, the Owner shall have the right of exclusive use and enjoyment of those parts of the common property occupied by the Works and shall have the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) subject to the terms and conditions contained in Part 3 of this By-Law.

#### **Part 1.2: This By-Law to Prevail**

If there is any inconsistency between this By-Law and any other By-Law applicable to the Strata Scheme, then the provisions of this By-Law shall prevail to the extent of that inconsistency.

### **Part 2: Definitions & Interpretation**

- (1) In this By-Law, unless the context otherwise requires or permits:
  - (a) "Act" means the Strata Schemes Management Act 1996.
  - (b) "Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
  - (c) "Building" means the building situated at 822 Bourke Street, Waterloo.
  - (d) "Insurance" means:
    - (i) contractors all risk insurance (including Public Liability insurance) in the sum of \$10,000,000.00;
    - (ii) insurance required under the Home Building Act 1989 (if any); and
    - (iii) Workers' Compensation insurance.
  - (e) "Lot" means Lots 161 and 162 in strata plan 67396 (being a strata plan of subdivision of strata plan 67161).
  - (f) "Owner" means the Owner(s) of the respective Lot.
  - (g) "Owners Corporation" means The Owners Corporation constituted by the registration of strata plan 67161.
  - (h) "Works" means the works to the Lot and the common property to be carried out for and in connection with the Owner's installation, removal, repair, maintenance and replacement (if necessary) of renovation works, comprising:
    - (i) the creation of two openings in the common wall between Lots 161 and 162 in the Strata Scheme;
    - (ii) the installation of a steel lintel in the two openings created;
    - (iii) the installation of internal walls;
    - (iv) the drilling of core holes;
    - (v) the installation of fire collars and plumbing; and

- (vi) the replacement of existing entry doors with new semi frameless fixed glass doors;

together with the restoration of Lot and the common property (including the Lot) damaged by the Works, including their repair, maintenance and replacement (if necessary), and all of which are to be conducted strictly in accordance with the provisions of this By-Law and:

- (i) the specification by Perfect Practice dated 9 July 2013;
- (ii) the Proposed DA Plan by Perfect Practice dated 17 June 2013;
- (iii) the Core Hole Plan by Perfect Practice dated 9 July 2013;
- (iv) the Existing Floor Plan by Perfect Practice dated 26 March 2013; and
- (v) the structural engineer's certificate by JDJ Design Pty. Ltd. dated 8 July 2013.

all attached in "Annexure A" to this By-Law.

- (2) In this By-Law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any terms in the By-Law will have the same meaning as those defined in the Act;
- (c) references to legislation include references to amending and replacing legislation;
- (d) references to the Owner in this By-Law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (e) where it is unclear whether a right or obligation applies to a particular Owner, then the right or obligation applies to all Owners jointly and severally.

### Part 3: Conditions

#### Part 3.1: Prior to commencement of the Works:

- (1) Prior to the commencement of the Works, the Owner shall:
  - (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
  - (b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
  - (c) effect and maintain Insurance and provide a copy to the Owners Corporation;
  - (d) pay the Owners Corporation's reasonable costs in preparing, making and registering this By-Law (including legal and strata management costs);
  - (e) provide to the Owners Corporation a dilapidation report prepared by a structural engineer approved by the Owners Corporation and having reviewed the drawings referred to in clauses Part 2(1)(h)(vi-x) in relation to any area of the Building (including any Lot and the common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
  - (f) a report prepared by an engineer approved by the Owners Corporation certifying that the Works are suitable and will not negatively impact on the structural integrity of the Building.

### Part 3.2: Compliant Works

- (1) To be compliant under this By-Law, Works so approved must:
  - (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation; and
  - (b) be manufactured, designed and installed to specifications for commercial use.

### Part 3.3: During installation of the Works

- (1) During the process of the installation of the Works, the Owner must:
  - (a) use duly licensed employees, contractors or agents to conduct the installation;
  - (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Building Code of Australia, Australian Standards and the requirements of any Authority including any fire safety regulations;
  - (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Owners, occupiers or adjoining property Owners;
  - (d) carry out the installation between the hours of 8:30AM and 5:30PM Mondays – Fridays or between 8:30AM and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
  - (e) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner described in this By-Law and as otherwise reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
  - (h) ensure that the 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
  - (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within twenty-four (24) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
  - (j) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

### Part 3.4: After installation of the Works

- (1) After the installation of the Works is completed, the Owner must without unreasonable delay:
  - (a) notify the Owners Corporation that the installation of the Works has been completed;
  - (b) notify the Owners Corporation that all damage, if any, to the Lot and the common property caused by the installation and not permitted by this By-Law has been rectified;

- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
  - (d) provide the Owners Corporation (if required) with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to the Lot or the common property have been completed in accordance with the terms of this By-Law;
  - (e) provide the Owners Corporation (if required) with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works are suitable and will not negatively impact on the structural integrity of the Building; and
  - (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this By-Law or any consents provided under this By-Law.
- (2) The Owners Corporation's right to access the Lot arising under this By-Law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

#### Part 3.5: Enduring rights and obligations

- (1) The Owner must:
- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this By-Law);
  - (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
  - (c) properly maintain and upkeep those parts of the common property in contact with the Works;
  - (d) comply with all directions, orders and requirements of any Authority relating to the use of the Works; and
  - (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.
- (2) The rights granted in this By-Law are for the benefit of the Owner to perform the Works and use the reconfigured Lots while the Owner is the registered Owner of both Lots. In the event that the ownership of either of the Lots is to be transferred to a party not wishing to maintain the reconfiguration of the Lots, then prior to such transfer, the Owner must restore the common property wall to its original condition, restore the entry door to Lot 161 and perform such other work as is required to enable separate use of each lot.
- (3) In such restoration the Owner shall comply with all the relevant terms of this By-Law as if the restoration works were Works.
- (4) Following restoration of the common property the rights granted by this By-Law to remove portions of the wall shall cease to have effect, however the enduring obligations under this By-Law shall remain in full force and effect and the Owners of Lots 161 and 162 will be severally liable and responsible to observe the terms of this By-Law in relation to the respective portions of the Works that relate to their individual Lot.

### Part 3.6: Failure to comply with this By-Law

- (1) If the Owner fails to comply with any obligation under this By-Law, the Owners Corporation may:
  - (a) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
  - (b) recover the costs of such work from the Owner as a debt due; and
  - (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.
- (2) The Owner and the Owners Corporation acknowledge and agree that the dilapidation report referred to in clause Part 3(1)(e) of this By-Law shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any Lots.


### Part 3.7: Ownership of Works

The Works will always remain the property of the Owner.

### Part 3.8: Applicability

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

### ANNEXURE A



**PERFECT PRACTICE®**  
*designed for health, built for life*

**SPECIFICATION**

**LIFE MEDICAL CLINIC EXTENSION - WATERLOO**  
(Common area works)

**9<sup>th</sup> July 2013**

**PRELIMINARIES**

- Site check measure
- Safe work method statements and O&H&E documentation
- All trades site induction and accreditation
- Project coordination and supervision

**PLUMBING**


- Scan concrete slab using ground penetrating radar for services location, to ensure safe drilling of core holes
- Core drill concrete slabs using 650mm core drill to run drainage and hot and cold water to each toilet as required
- Install the cisterns to each core hole penetration as per BCA requirements
- Connect hot and cold water and waste to sinks and toilets
- Testing and commissioning on completion

**DENOLITION**

- Structural engineering design and report prior to removal of 2 x doorways/openings in existing brick wall
- Removal of 2 sections of existing brick wall to create door openings from existing medical clinic to new 4 bedroom medical clinic
- Installation of steel steel after removal of walls
- Removal and spacing of all debris

**ADDITIONAL**

1 level floor, 1000 sqm, 1000 sqm  
10 level floor, 1000 sqm, 1000 sqm  
10 level floor, 1000 sqm, 1000 sqm



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**GLAZING**

- Remove existing entry doors into casual 1 suite
- Supply and install new solid frameless fixed glass hot match existing glazing
- Provide BCA compliance glazing certificate

**OTHER**

- Initial professional fees at project completion



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**Proposed floor area : 161 sqm**

<b>PERFECT PRACTICE<sup>®</sup></b> <i>do what you preach, and you'll up</i> 400 Highland Ave., Ste. 240 St. Paul, MN 55103-1735 PH 02 9620 9333	PRODUCT'S BLVD: Dr. Quana Lee Medical Plaza	GENERALIST PRODUCT ADULT	THERAPIST: AAH PA	ADDRESS: NAME 280013	ZIP CODE: A 1776	PHONE NO.: 101

*JDT Design Pty Ltd*  
Consulting Civil & Structural Engineers  
A.B.N. 73 002 242 060

Suite 13, Level 2  
20 Young Street  
NEUTRAL BAY NSW 2089

Tel: 99040955  
Fax: 99040977  
Email: [jdt@jdt.com.au](mailto:jdt@jdt.com.au)

Our Ref. 13M14

8 July 2013

Perfect Practice  
PO 8099  
BAULKHAM HILLS BC NSW 2153

ATTENTION: MR. PETER ARNOT

Dear Sir

RE: PROPOSED DA PLAN  
RETAIL 8 & 9/822 BOURKE STREET, WATERLOO

On Tuesday 2 July 2013 we have inspected the Retail 8 & 9 of the above mentioned project. The purpose of the inspection is for the structural assessment of the the proposed openings in the wall separating Retail 8 and Retail 9 as indicated in drawing DA-1 by "Perfect Practice".

We have also examined the original structural drawings of the building. It indicates that the wall between the retail shops is non-load bearing. It is acceptable to cut the two openings without affecting the structural integrity of the building.

If you have any queries do not hesitate to contact us.

Yours sincerely

*P.C. Liu*

P C Liu  
BE, ME, MIEAust, CPEng, NPER

## Special By-Law 23 (dealing A1359541): Use of Rooftop Areas

### Part 1: Definitions & Interpretation

- (1) In this By-Law:
- (a) "Level" means the level depicted on the Registered Strata Plan for Strata Plan 67161 and sub-divisions of that Strata Plan (which at the date of passage of this By-Law comprise Strata Plans 67396, 67616 and 68677).
  - (b) "Rooftop Area" means any of the common property roof top areas comprised as part of the buildings contained within Strata Plan 67161 and sub-divisions of that Strata Plan.
- (2) In this By-Law:
- (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include any gender;
  - (c) words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

### Part 2: Terms

#### Part 2.1: General Use

- (1) An Owner or occupier of a Lot shall not use the Rooftop Area except in compliance with the following conditions:
- (a) An Owner or occupier wishing to make use of the Rooftop Area will obtain the key to the Rooftop Area from the Building Manager.
  - (b) Persons using the Rooftop Area shall exercise caution at all times and shall not make excessive noise or behave in any manner that is likely to interfere with the use and quiet enjoyment of a Lot, the Rooftop Area, or any other part of the common property by other persons.
  - (c) An Owner or occupier must not use the Rooftop Area between 11:00PM and 9:00AM without the approval in writing of the Owners Corporation (for the purpose of this clause approval may be given by the Building Manager acting in accordance with instructions from the Executive Committee).
  - (d) An Owner or occupier shall ensure that guests do not use the Rooftop Area unless accompanied by the Owner or occupier of the Lot. An Owner or an occupier shall take all reasonable steps to ensure that guests do not make excessive noise or behave in any manner that is likely to interfere with the use and enjoyment of a Lot, the Rooftop Area, or other part of the common property by other persons.
  - (e) An Owner or occupier shall take all reasonable steps to ensure that nothing is dropped or thrown over the boundaries of the Rooftop Area.
  - (f) Children under the age of twelve (12) are not permitted on the Rooftop Area unless accompanied by an adult exercising effective control over the children.
  - (g) An Owner or occupier must not have more than six (6) guests on the Rooftop Area when special events (e.g. New Year's Eve, Australia Day, fireworks displays, sporting events, etc.) are held on Sydney Harbour.
  - (h) An Owner or occupier shall ensure in the use of the Rooftop Area that the security of the building is maintained and that nothing is done to breach fire and safety

regulations and/or requirements or any other law.

**Part 2.2: Private Functions**

- (1) The following terms are additional to all of the terms and requirements expressed in paragraph C:
  - (a) An Owner or occupier shall not use the Rooftop Area for a private function without the approval in writing of the Owners Corporation. A request for such approval must:
    - (i) be made at least fourteen (14) days before the function;
    - (ii) be accompanied by the Bond in accordance with D(2);
    - (iii) specify the nature of the function, the number of guests, the age group of the guests and the date, start time and finishing time of the function; and
    - (iv) contain the name, unit number and telephone number of the Owner or occupier making the request.
  - (b) Approval given by the Owners Corporation may contain the following conditions:
    - (i) the hours of use, including setting up and cleaning for the private function;
    - (ii) the limit on the number of guests allowed; and
    - (iii) the Bond of \$200.00, which may be used by the Owners Corporation in accordance with D(4).
  - (c) An Owner or occupier conducting a private function on the Rooftop Area must ensure that:
    - (i) the information supplied to the Owners Corporation in accordance with D(1) is accurate;
    - (ii) no live or amplified music is played at any time;
    - (iii) guests do not congregate in the lift lobbies, passageways or stairs;
    - (iv) the Owner or occupier is in attendance for the duration of the function and takes all reasonable steps to ensure that the guests do not behave in a manner likely to interfere with the use and quiet enjoyment of any person lawfully using the common property;
    - (v) the Owner or occupier is responsible for providing the guests with access to the toilet and bathroom facilities;
    - (vi) other Owners or occupiers have access to the Rooftop Area;
    - (vii) any damage caused to the common property is repaired, the Rooftop Area is left clean and tidy and all rubbish is removed and correctly disposed of; and
    - (viii) keys are returned to the Building Manager within twenty-four (24) hours of the function.
  - (d) The Owners Corporation may apply all or any part of the Bond to remedy a breach on the part of the Owner or occupier of an obligation under this By-Law. It may do so without prejudice to any other rights that may arise by reason of the breach.
  - (e) The Owners Corporation must pay any residue of the Bond to the Owner or occupier within seven (7) days of the function.



**Part 3: Powers of the Owners Corporation:**

- (1) In addition to those functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act or other Act, the Owners Corporation shall have the power and authority to:
  - (a) Manage and control the use of the Rooftop Area for the benefit of all Owners and in accordance with fire and safety regulations and/or requirements and any terms of the Council approval.
  - (b) Install doors leading to the Rooftop Area with locking devices operable so that egress is always available from the Rooftop Area without the use of a key.
  - (c) Restrict the use of the Rooftop Area to those Owners and occupiers of Lots who have complied with the conditions for the use of the Rooftop Area.

**Special By-Law 24 (dealing AJ621863): Smoking**

- (1) An Owner or occupier of a Lot must not:
  - (a) Smoke any substance on any area of the common property; or
  - (b) Smoke any substance in a Lot so as to allow smoke from such substance to enter the common property or another Lot; or
  - (c) Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- (2) An occupier of a Lot must take all reasonable steps to ensure that invitees, guests, customers and/or visitors of the occupier do not:
  - (a) Smoke any substance on any area of the common property or allow smoke from such substance to enter the common property; or
  - (b) Smoke any substance in a Lot so as to allow smoke from such substance to enter the common property or another Lot; or
  - (c) Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- (3) An Owner of a Lot must take all reasonable steps to ensure that the occupier of his Lot complies with the terms of this By-Law.
- (4) The terms of this By-Law are in addition to the terms of Section 117 "Nuisance" of the Strata Schemes Management Act 1996.

**Special By-Law 25 (dealing AM753824): Limit on occupancy**

- (1) An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.
- (2) In this by-law a term defined in the Strata Schemes Management Act 2015 (NSW), whether generally or for the purposes of section 137 of that Act, has the same meaning.



### **Special By-Law 26 (dealing AM753824): Delegation to the Strata Committee**

The owners corporation, within the meaning of section 110(6)(b) of the Strata Schemes Management Act 2015 (NSW), delegates its functions, for the purposes of section 110 of that ACT, to the strata committee.

### **Special By-Law 27 (dealing AM753824): Lot 38 Works**

#### **Part 1: Introduction**

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the Strata Schemes Management Act 2015 (NSW).
- (2) The effect of the by-law is to grant the Owner of Lot 38 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the Strata Schemes Management Act 2015 (NSW) and the obligation of the Owner, subject to this by-law, to maintain those works in a state of good and serviceable repair.

#### **Part 2: Definitions and Interpretation**

- (1) In this by-law:
  - (a) "Approval of Council" means any approval that the Owner is required to obtain for the Works, if any, from all relevant statutory bodies, including Council.
  - (b) "Building" means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
  - (c) "Bond" means a cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 14.
  - (d) "Council" means the state or local government body or planning authority with authority to determine applications under the Environmental Planning and Assessment Act 1979 (NSW).
  - (e) "Hard Surface Flooring" means any flooring that is not carpet or underlay.
  - (f) "Lot 38" means Lot 38 in Strata Plan 67161.
  - (g) "Owner" means the owner from time to time of Lot 38.
  - (h) "Owners" Corporation means the owners corporation of Strata Plan 67161.
  - (i) "Special By-Law 6" means Special By-Law 6 in registered dealing AE72785 (Works) registered in the Strata Scheme.
  - (j) "Special By-Law 14" means Special By-Law 14 in registered dealing AH21946 (Amendment Special By-Law 6 "Works" in registered dealing AE72785) registered in the Strata Scheme.
  - (k) "Special By-Law 19" means Special By-Law 19 in registered dealing AH887910 (Installation of Hard Surface Flooring) registered in the Strata Scheme.
  - (l) "Strata Scheme" means the Strata Scheme in relation to Strata Plan 67161.



(m) "Works" means the works to the Lot and common property described as follows:

(i) Kitchen Level 6:

- 1) Completely remove old U shaped kitchen;
- 2) Replace with L shape and incorporate an island bench;
- 3) New appliances including oven, hot plates, dish washer, integrated fridge, sink, taps, hot/cold/sparkling water tap, extraction system;
- 4) Pantry built on passage way wall up to bulkhead.

(ii) Bedroom Level 6:

- 1) Install a wall unit of cupboards incorporating a Vintec wine cellar.

(iii) Bathroom Level 6:

- 1) Replace vanity and cupboard space;
- 2) Retain basin and taps;
- 3) Retain bath;
- 4) New shower head (rain and hand nozzle on rail) at existing end of bath;
- 5) Replace sliding glass doors with swing door;
- 6) Re-grout floor tiles.

(iv) Laundry Level 6:

- 1) Re-grout existing floor tiles;
- 2) Replace storage cupboards.

(v) Bathroom Level 7:

- 1) Replace vanity and cupboard space;
- 2) Remove bath and sliding doors;
- 3) Replace with walk in shower and half glass wall;
- 4) New shower head (rain and hand nozzle on rail) on opposite wall;
- 5) New floor and wall tiles;
- 6) New toilet system;
- 7) New towel rails.

(vi) Flooring Level 6 and 7:

- 1) Re-carpet Bedroom Level 7 and Bedroom Level 6;
- 2) Re-grout Bathroom Level 6 tiles and Laundry;
- 3) New tiles in Bathroom Level 7 to walls and floor;
- 4) Install wooden floorboards comprising satin blackbutt wooden floorboards with appropriate underfelt to kitchen, lounge, stairs and entry hall.

which works are more particularly described in the following documents copies of which were attached to the notice of this meeting and marked with the letter "A".

- (vii) 8 x Undated Plans and Specifications prepared by Andrew Wright;
- (viii) Costing for New Bathroom/Laundry and Kitchen prepared by Brindabella Home Improvements dated 29 June 2016 including Appendix "A" – Specifications and Appendix "B" – Trade Works and Appendix "C" – Additional Services.

#### Part 3: Grant of Special Privilege in Respect of the Common Property

On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

#### Part 4: Conditions Required Before the Works Commence

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) A copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
  - (b) A copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning and Assessment Act 1979.
  - (c) A copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989.
  - (d) A copy of a certificate of a duly qualified structural engineer addressed to the Owners Corporation certifying, if required, that the Works will not:
    - (i) damage the building or any part of it or affect its structural integrity directly or indirectly; and
    - (ii) damage or affect the integrity of waterproofing; and
    - (iii) damage or affect the integrity of fire safety separations between the Owners lot, the other Lots and common property.
  - (e) Evidence the Hard Surface Flooring which is proposed to be installed as part of the Works will be subject to Impact Sound Isolation rating in accordance with Special By-Law 19.
  - (f) An itemised quotation and licence details from the tradesperson who has been retained to carry out the works.
  - (g) A certificate of currency of insurance for the works of Contractors' All Risks Insurance Cover taken out with a reputable insurer incorporating cover of at least ten million dollars (\$10,000,000), against public risk in respect of claims for death, injury, accident and damage in the course of or by reason of the Works.
  - (h) A certificate currency of insurance for any additional Insurance required to be obtained in accordance with Special By-Law 6 including insurance required under the Home Building Act 1989 (if applicable).
  - (i) A cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 14.
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of:
  - (a) The proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.



- (b) The proposed location, style, design and type of any Hard Surface Flooring which is proposed to be installed as part of the Works.

Part 5: Performance of the Works

- (1) In carrying out the Works, the Owner must ensure:
  - (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
  - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
  - (c) That appropriately qualified and licenced tradespeople are engaged.
  - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 16 weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.
- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.
- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 4.00 PM Monday to Friday inclusive, Saturday 9.00 AM to 2.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.
- (10) The Owner must comply with the terms and conditions set out in Special By-Law 6, Special By-Law 14 and Special By-Law 19.

#### Part 6: Requirements following completion of the Works

- (1) After completion of the Works, the Owner must provide the Owners Corporation with:
  - (a) a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979; and
  - (b) a copy of a certificate from a duly qualified structural engineer addressed to the Owners Corporation certifying that the Works have been carried out in accordance with the procedures approved by the structural engineer.

#### Part 7: Maintenance of the Common Property

- (1) The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair. The Owner must repair promptly any damage caused or contributed to by 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.
- (2) Subject to clause 7(1) and to any special resolution under s106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

#### Part 8: Indemnity and Costs

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

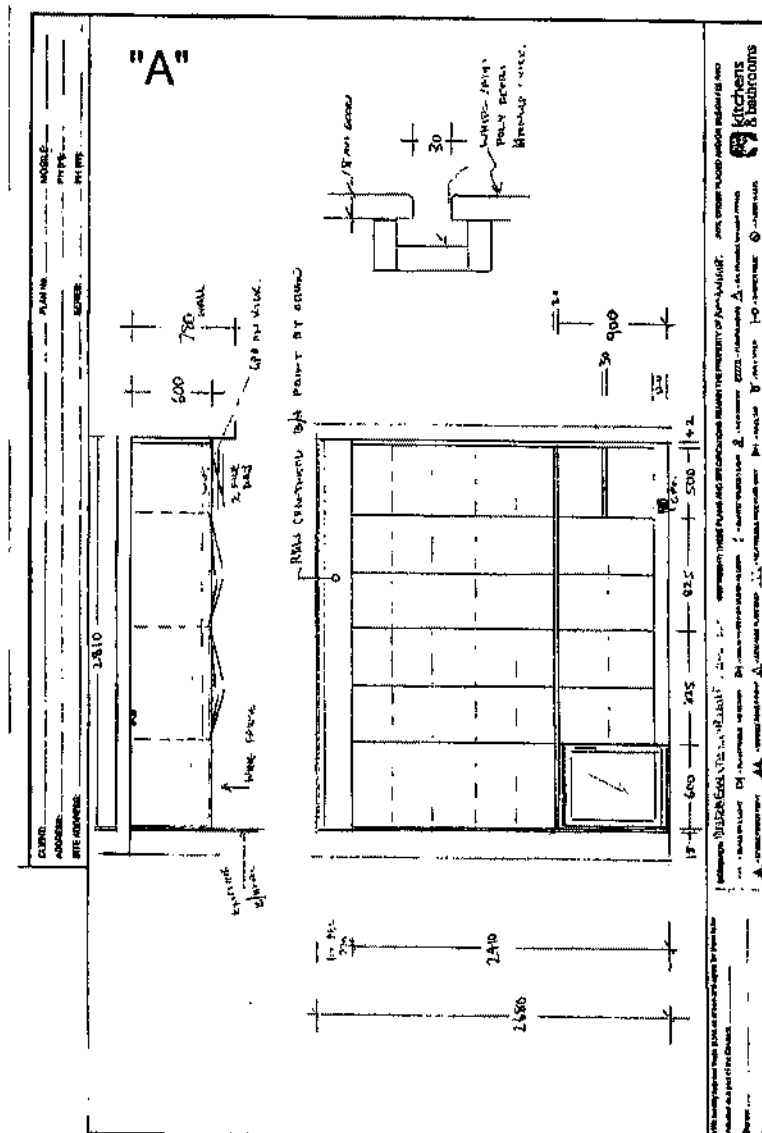
#### Part 9: Breach of a Term of the By-Law

- (1) If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
- (2) Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 38 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.

- (3) Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
- (4) The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
- (5) The Owners Corporation may apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

#### Part 10: Existing By-Laws

The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161 and in particular Special By-Law 6, Special By-Law 14 and Special By-Law 19.



Alex Borgilo  
 B. *[Signature]*  
 19/7/2018

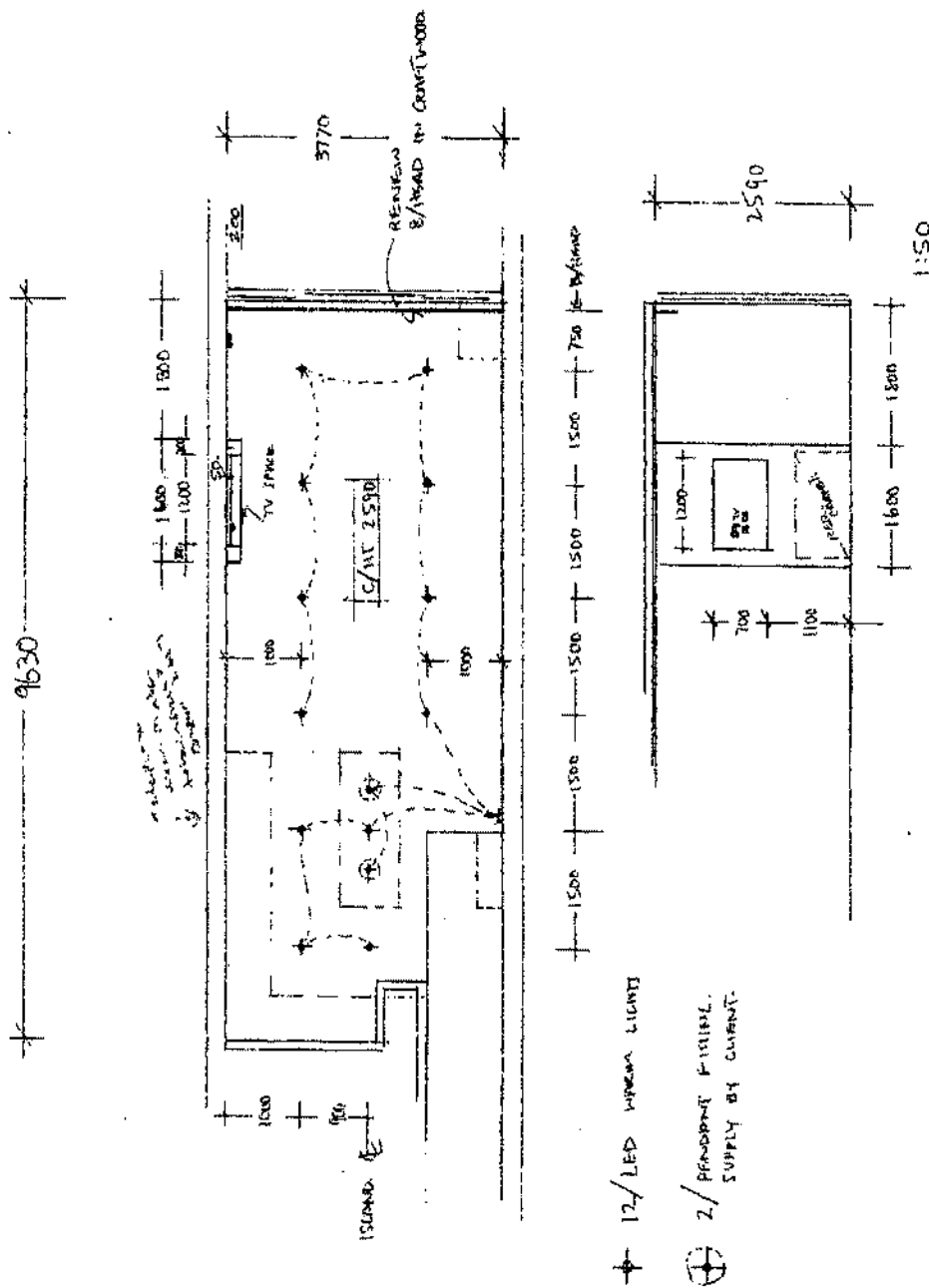
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19/7/2018

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CEILING & TV WALL PLAN  
 ANDREW WRIGHT 0410676790



Alex Borzilo  
 B. A. P.  
 19/7/2018



Alex Borgilo  
 B. [Signature]  
 19/7/2018

CLIENT: _____ ADDRESS: _____ SITE ADDRESS: _____ MOBILE: _____ PH (H): _____ PH (W): _____ PLAN NO: _____ SERIES: _____	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>BATHROOM 2 LOWER FLOOR</b></p> </div> <div style="width: 50%;"> <p>1) REMOVE SHOWER SCREEN &amp; CLEAN UP SILICON &amp; FILL SCREW HOLES</p> <p>2) INSTALL NEW SHOWER SEAL</p> <p>3) RE-FINISH FLOOR</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p><b>LAUNDRY</b></p> </div> <div style="width: 50%;"> <p>REMOVE WASH TAP &amp; RE-TILE SPASH ONLY</p> </div> </div>
--	---

DESIGNED BY: [Signature] DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 19/7/2018

Scale: 1:50

Notes: 1. All dimensions are in millimeters unless otherwise stated. 2. All work to be done in accordance with the relevant Australian Standards. 3. The client is responsible for obtaining all necessary permits and approvals. 4. The contractor is responsible for the safety of the work area and for protecting any existing services. 5. The client is responsible for the removal and disposal of any waste materials. 6. The contractor is responsible for the clean-up of the work area. 7. The client is responsible for the payment of the contractor's fees and charges. 8. The contractor is responsible for the completion of the work within the agreed time frame. 9. The client is responsible for the acceptance of the work. 10. The contractor is responsible for the provision of a warranty for the work.



CLIENT: _____ ADDRESS: _____ SITE ADDRESS: _____	PLAN NO.: _____ SERIES: _____	MOBILE: _____ PH (H): _____ PH (W): _____	<p style="text-align: center;">MITRE IN EXTERNAL CORNERS</p> <p style="text-align: center;">TILE CRACK</p> <p style="text-align: center;">LED STRIP</p> <p style="text-align: center;">THIS VIEW ONLY 900 x 450 HORIZONTAL</p>
--	----------------------------------	---	--

DESIGNER: **DAVID KESSELMAN ARCHITECTS**

DATE: **19/7/2018**

PROJECT: **67161**

CLIENT: **Alex Borgilo**

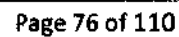
ADDRESS: **B. [Signature]**

SITE ADDRESS: **19/7/2018**



Alex Borgilo  
 B. [Signature]  
 19/7/2018

Alex Borzilo  
B.                       
19/7/2018

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### JOIN AN AWARD WINNING TEAM

Winner HIA NSW 2014 Bathroom Design of the Year  
 Winner HIA NSW 2014 Bathroom of the Year/Large Bathroom over 5sqm  
 Finalist HIA NSW 2014 Bathroom Design of the Year/Renovations Additions Project under \$200,000  
 Finalist KBBI 2014 Designer Awards - Large Bathroom NSW/Design Space  
 Finalist HIA 2012 Australian Housing Awards - Bathroom Design of the Year  
 Winner HIA NSW 2011 - Bathroom Design of the Year  
 Finalist HIA 2009 Australian Housing Awards - Bathroom Project of the Year  
 Finalist KBBI 2009 Designer Awards - Small Bathroom NSW/Large Bathroom NSW  
 Winner HIA NSW 2008 Kitchen & Bathroom Awards - Bathroom Project of the Year/Small Bathroom under 5sqm  
 Winner HIA NSW 2007 Kitchen & Bathroom Awards - Small Bathroom under 5sqm  
 Winner HIA NSW 2005 Kitchen & Bathroom Awards - Best Bathroom Designed to a Specific Theme (Traditional)  
 Finalist 2004 HIA NSW 2004 Kitchen & Bathroom Awards - Small Bathroom Project  
 Finalist 2003 HIA NSW 2003 Kitchen & Bathroom Awards - Large Bathrooms Project  
 Winner HIA NSW 2002 Kitchen & Bathroom Awards - Large Bathroom Project over 5sqm

## COSTING For your new bathroom/Laundry and Kitchen:

*This quotation is based on plans and specifications as discussed.*

MATERIALS AND LABOUR	(Appendix A)	\$59,850
PRIME COST ITEMS (May vary due to selections)	(Appendix B)	\$ -
SUB TOTAL		\$59,850
GST		\$5,985
TOTAL INVESTMENT (Inc GST)		\$65,835

Quotation Date 29/06/2016

Quotation valid until 27/07/2016

BRINDABELLA HOME IMPROVEMENTS - ABN: 59118548897  
 BUILDERS LICENCE NUMBER: 184211C  
 Email: info@brindabellahomeimprovements.com.au  
 Web: www.brindabellahomeimprovements.com.au  
 Telephone: 1300 794 488 Fax: (02) 9674 3533  
 ©Brindabella Home Improvements 2014



## APPENDIX A – SPECIFICATIONS

### A. PRELIMINARY DESIGN & SELECTIONS

#### 1. APPOINTMENTS

- a. Initial two-hour in-house appointment with the designer/builder to De Brief
- b. Second two-hour in-house if required with designer/builder to view detailed plans and elevations, and discuss bathware selection.

#### 2. CHECK MEASURE

- a. Comprehensive check measure appointment with designer, project manager and assistant to attend.
  - i. All selections are checked and documented including
    - Water mains and water pressure
    - Floor condition in work area
    - Driveway condition
    - Allocated rubbish area
    - Dust prevention
    - Safety switch/power disconnection
    - Keys and access
    - Existing floor level
    - Other aspects specific to the individual project



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the Housing Industry Association and Kitchen &  
Bathroom Designers Institute.*





### 3. ADMINISTRATION SUPPORT

- a. Full office support to manage any administration issue including account reconciliation, management of payment schedule, checking orders etc...
- b. Supplied documentation includes:
  - i. Progress payments – amounts and due dates
  - ii. Specifications and selections – itemised pricing
  - iii. Schedule and timeline – from start to finish

### 4. COMPREHENSIVE PLANS & ELEVATIONS

By others

## B. TRADE WORKS

### 5. ROOM PREPARATION

- a. **Walls and Floor:** Strip walls to ceiling and strip floor to structural sub floor (to retain minimal step up into the bathroom and laundry) and kitchen and laundry cabinetry.
- b. **Ceiling and P50 shadow line:** Replace ceilings to bathroom, kitchen, dining and lounge
- c. Supply and install approx. 15Lm of 90mm cove cornice.



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**6. WALL PREPARATION (automatic inclusion)**

- a. Straighten timber studs to reduce bows prior to lining
- b. Replace minor wet rot, dry rot and termite-damaged studs
- c. Assess loose/missing bricks and repair
- d. Level ceiling joist if ceiling removed

**7. LINING/RENDERING**

- a. Walls lined to strip-out height with 6mm virlaboard nailed at 400mm centres
- b. Quality render used with special additives to improve the quality

**8. PLUMBING/DRAINAGE**

- a. Renew plumbing/drainage to accommodate new sanitary items
- b. Layout as per plan and limited to 11 x water moves and 2 x drainage move
- c. Fitting of all taps (mixers or standard), toilet and shower rose
- d. Installation washer and kitchen/laundry mixer

**9. ELECTRICAL (standard inclusions unless otherwise noted on plan)**

- a. Power: 3 x double power point
- b. Ventilation: TBC
- c. Lights:
  - i. General: 20 LED down lights
  - ii. Specific: TBC
  - iii. Basic kitchen
- d. Heating: TBC



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#### 10. CARPENTRY

- a. Trim existing door and adjust existing lock/handle
- b. Refit new solid timber trim work as required (double rebate)
- c. Construct hob dwarf wall and blade wall as required
- d. Install all fittings (towel rail, soap holder, toilet roll holder etc...)
- e. Minor associated works

#### 11. FLEXIBLE SEALANT

- a. Applied to all internal tiled corners and where tiles meet a foreign service

#### 12. WATERPROOFING (Davco K10 or Davco K11 brand)

- a. Davco K10 or Davco K11 brand used – environmentally friendly and non-toxic
- b. Includes subterranean, primers, screed, additives, waterproof membranes, glues, sealers and grout in accordance with Australian Standards AS3740 and AS4858
- c. Australian Standards require two coats; we apply three coats as standard

#### 13. TILING

- a. Walls: Ceramic, Vitrified or Rectified to 23m<sup>2</sup>
- b. Floors: Natural stone or Vitrified to 8m<sup>2</sup>
- c. Feature: TBA
- d. Chronographic test: to detect radical free ions if required

#### 14. PAINTING: By Others



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## C. ADDITIONAL SERVICES

### 15. CLEANING

- a. The entire bathroom/ensuite is cleaned to a spotless finish ready for handover

### 16. GENERAL

- a. **Rubbish:** All rubbish is removed from site on strip out day and thereafter stockpiled for removal before completion
- b. **On-site Supervisor:** Allocated for the duration of your project
- c. **Dust control:** Tarps, dust sheets, painter's tape etc...
- d. **Bathroom Specification Sheet:** You will be provided with a detailed list of all work to be completed and all bathroomware items included (including A3 Plans – see point 4 above)
- e. **Project Manager:** Owner and principal designer John Spiteri project manages every project
- f. **Written Schedule:** You will be provided with a full, written schedule shortly after check measure

### 17. INSURANCE/WARRANTIES

- a. **Home Warranty Insurance:** For all work valued at more than \$20,000 we include the cost of Warranty Insurance as required by Department of Fair Trading
- b. **Five Year Customer Service & Maintenance Plan:** For up to five years after completion, our plan protects you from unexpected maintenance issues and repairs separate to your Product Manufacturer's Warranty and Builder's Warranty



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#### 18. GUARANTEE

- a. Workmanship guarantee as per guidelines from Department of Fair Trading –  
6 years for structural defects/2 years for non-structural defects
- b. PC Items covered by Manufacturer's Warranty

#### 19. CONTRACT

- a. We use a standard Housing Industry Association contract which is a  
requirement for all work where the labour cost exceeds \$1000.00

#### 20. EXCLUSIONS

- a. Gas relocation
- b. Safety switches: as required by law – if a licenced electrician is required an  
extra charge will apply
- c. Structural floor construction
- d. New circuit
- e. Kitchen bulk head
- f. Stone tops



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## **Special By-Law 28 (dealing AM753824): Lot 216 Works**

### **Part 1: Introduction**

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the Strata Schemes Management Act 2015 (NSW).
- (2) The effect of the by-law is to grant the Owner of Lot 216 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the Strata Schemes Management Act 2015 (NSW) and the obligation of the Owner, subject to this by-law, to maintain those works in a state of good and serviceable repair.

### **Part 2: Definitions and Interpretation**

- (1) In this by-law:
  - (a) "Approval of Council" means any approval that the Owner is required to obtain for the Works, if any, from all relevant statutory bodies, including Council.
  - (b) "Building" means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
  - (c) "Council" means the state or local government body or planning authority with authority to determine applications under the Environmental Planning and Assessment Act 1979 (NSW).
  - (d) "Hard Surface Flooring" means any flooring that is not carpet or underlay.
  - (e) "Lot 216" means Lot 216 Strata Plan 67616 which is a sub division of Lot 89 in Strata Plan 67161.
  - (f) "Owner" means the owner from time to time of Lot 216.
  - (g) "Owners Corporation" means the owners corporation of Strata Plan 67161.
  - (h) "Strata Scheme" means the Strata Scheme in relation to Strata Plan 67161.
  - (i) "Works" means the works to the Lot and common property described as follows:
    - (i) Remove existing kitchen floor tiles as per Demolition Plan;
    - (ii) Remove all associated rubbish from site;
    - (iii) Supply and install Regupol 4515 9mm underlay to comply with building requirements;
    - (iv) Supply and install adhesive with 10mm Polished Porcelain Marble tiles;
    - (v) Tiles to be Cremo Delicato Lappatto supplied by Alexandria Tiles and Flooring.

### **Part 3: Grant of Special Privilege in Respect of the Common Property**

On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

#### Part 4: Conditions Required Before the Works Commence

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) If applicable, a copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
  - (b) If applicable, a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning and Assessment Act 1979.
  - (c) If applicable, a copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989.
  - (d) A copy of a certificate of a duly qualified structural engineer addressed to the Owners Corporation certifying, if required, that the Works will not damage or affect the integrity of the waterproofing.
  - (e) A certificate of currency of insurance for the works of Contractors' All Risks Insurance Cover taken out with a reputable insurer incorporating cover of at least ten million dollars (\$10,000,000), against public risk in respect of claims for death, injury, accident and damage in the course of or by reason of the Works.
  - (f) A certificate currency of insurance for any additional Insurance required to be obtained in accordance with Special By-Law 6 including insurance required under the Home Building Act 1989 (if applicable).
  - (g) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

#### Part 5: Performance of the Works

- (1) In carrying out the Works, the Owner must ensure:
  - (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
  - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
  - (c) That appropriately qualified and licenced tradespeople are engaged.
  - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 2 weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.
- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.
- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 4.00 PM Monday to Friday inclusive, Saturday 9.00 AM to 2.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.
- (10) The Owner must comply with the terms and conditions set out in Special By-Law 6, Special By-Law 14 and Special By-Law 19.

#### Part 6: Requirements following completion of the Works

After completion of the Works, the Owner must provide the Owners Corporation with, if applicable, a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979.

#### Part 7: Maintenance of the Common Property

- (1) The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair. The Owner must repair promptly any damage caused or contributed to by 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.
- (2) Subject to clause 7(1) and to any special resolution under s106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

#### Part 8: Indemnity and Costs

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.

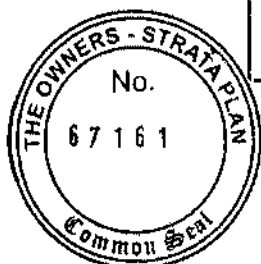
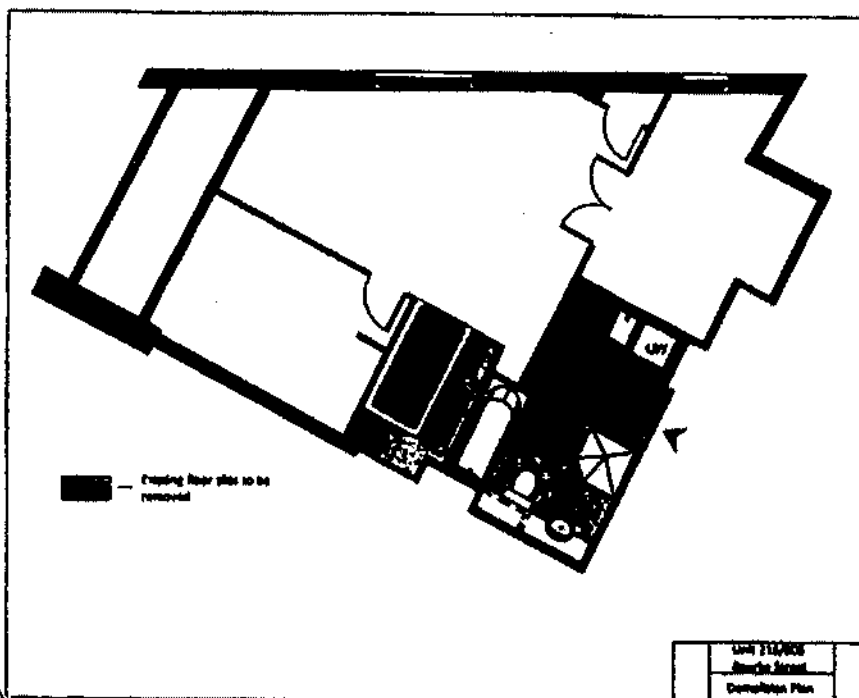
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

#### Part 9: Breach of a Term of the By-Law

- (1) If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
- (2) Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 216 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.
- (3) Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
- (4) The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

#### Part 10: Existing By-Laws

The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161 and in particular Special By-Law 6, Special By-Law 14 and Special By-Law 19.



Alex Borzilo  
B. Borzilo  
19/7/2018

## Special By-Law 29 (dealing AM753824): Lot 333 Works

### Part 1: Definitions

- (1) In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
- (a) "Act" means the Strata Schemes Management Act 2015 (NSW);
  - (b) "Authority" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot;
  - (c) "Insurance" means before and during the removal, repair or replacement of the Works, the licensed contractor has in place:
    - (i) a Construction Liability Insurance policy providing cover for:
      - 1) Physical loss or damage occurring to the Works whilst in the course of construction to their full value by events such as earthquake, storm, fire, lightning, theft including cover for the removal of debris;
      - 2) The contractor and all sub-contractors against the risk of liability for death, personal injury, accident and property damage to at least \$10 million in respect of any one claim occurring in the course of carrying out the Works (commonly called "public liability risk insurance").
    - (ii) Workers' compensation insurance for employees of the contractor;
    - (iii) Home building insurance for the works pursuant to the Home Building Act 1989 (NSW).
  - (d) "Lot" means the lot number referred to in the Schedule;
  - (e) "Owner" means the owner for the time being of the Lot including successors in title;
  - (f) "Works" means the installation of the Works listed in the Schedule.
- (2) Where any terms are used in this by-law are defined in the Act they will, unless the context indicates otherwise, have the same meaning as those words have in the Act.

### Part 2: Rights

The Owner of the Lot is conferred with the special privilege in respect of the common property to retain the Works SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

#### (1) Requirement to Provide

The Owner must:

- (a) if required by the local Council, obtain a s 149A-E building certificate from the Council to validate the construction of the Works and comply with any conditions imposed by the Council; and
- (b) indemnify the Owners Corporation in respect of the reasonable costs incurred by the Owners Corporation, if any in dealing with such a request of the Council.

(2) Indemnity and Insurance

At all times, the Owner shall indemnify the owners corporation against the following:

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works;
- (b) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 122 of the Act or in exercising the power of entry for the purposes of or related to such works.

(3) Common Property Maintenance

At all times, the Owner must maintain and repair all common property in contact with or affected by reason of the installation of the Works.

(4) Appearance

The Owner must not keep or allow to be kept upon the Works anything which when viewed from outside the Lot is not in keeping with the rest of the building.

(5) Owner's Fixtures

At all times:

- (a) the Works shall be and remain Owner's fixtures;
- (b) the Owner must maintain:
  - (i) the Works; and
  - (ii) the fibreglass roof sheeting of the pergola over the two rooms being the study and the rumpus room

in a state of good and serviceable repair and for this purpose, renew and replace them whenever the owners corporation may reasonably require, as they become worn out, damaged, defaced or inoperable.

(6) Damage

- (a) The Owner is liable and remains liable for any damage caused to any part of the common property or to any other lot in the strata scheme as a result of the maintenance and keeping in a state of good and serviceable repair of the common property;
- (b) The Owner is liable and remains liable for any damage caused to any part of the common property or to any other lot in the strata scheme as a result of the removal of part or all of the Works;
- (c) The Owner must take all steps necessary to make good damage within a reasonable time after it has occurred.

(7) Before and After Repair or Replacement of the Works

Before repair or replacement of part or all of the Works may occur, the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the owners corporation;
- (b) provide a complete copy of the development application and/or complying development certificate application (as applicable) to the owners corporation in

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order to obtain its written consent to lodge such application (such consent not to be unreasonably withheld or delayed);

- (c) provide a complete copy of the construction certificate application to the owners corporation in order to obtain its written consent to lodge such application (such consent not to be unreasonably withheld or delayed);
  - (d) provide a final copy of the construction certificate plans stamped by the local council or private certifier to the owners corporation;
  - (e) ensure that they and/or their contractors (as applicable) effect and maintain Insurance and provide a copy to the owners corporation;
  - (f) obtain the owners corporation's approval (not to be unreasonably withheld or delayed) for the proposed employees, contractors and agents to be used to perform the Works and to facilitate that approval, the Owner must provide the owners corporation with:
    - (i) details of all employees, contractors and agents that the Owner proposes to use to perform the repair or replacement works, including name, contact details and licence number together with a copy of their licence;
    - (ii) evidence that each employee, contractor and agent has in place the Insurances.
- (8) During Removal, Repair or Replacement of the Works

Whilst part or all of the Works are being removed, repaired or replaced, the Owner must:

- (a) use only duly licensed employees, contractors or agents approved by the owners corporation to conduct the removal, repair or replacement of the Works and supply their contact details (including telephone number) before each of them commences their work;
- (b) ensure any removal, repair or replacement of the Works is conducted in a proper and workmanlike manner and complies with the current National Construction Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) only perform any removal, repair or replacement of the Works during the times of 7am to 5pm Monday to Friday or such other times as reasonably approved by the owners corporation;
- (e) transport all construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (f) protect all affected areas of the building outside the Lot from damage relating to the repair or replacement of the Works or the transportation of construction materials, equipment and debris;
- (g) keep all affected areas of the building outside the Lot clean and tidy and remove all debris from the building;
- (h) allow a representative of the owners corporation (including contractors and advisers appointed by the owners corporation) to inspect the Lot during the course of such removal, repairs or replacement;
- (i) ensure that the removal, repair or replacement of 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 bylaw and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and

- (j) not vary the repair or replacement of the Works without first obtaining the consent in writing from the owners corporation.

(9) After Removal, Repair or Replacement of the Works

After the Works have been removed, repaired or replaced, the Owner must without unreasonable delay:

- (a) notify the owners corporation that the removal, repair or replacement of the Works has been completed;
- (b) notify the owners corporation that all damage, if any, to any lot and common property caused by the removal, repair or replacement of the Works and not permitted by this bylaw has been rectified;
- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to certify the removal, repair or replacement Works; and
- (d) provide the owners corporation with proof that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this bylaw.

(10) Indemnity

The Owner must keep the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property or other property or person insofar as such injury, loss or damage arises out of:

- (a) the failure to maintain and keep in a state of good and serviceable repair the common property; and
- (b) the removal, repair or replacement of part or all of the Works.

(11) Reasonable Expenses

- (a) The owner must pay the following reasonable expenses of the owners corporation:
  - (i) if necessary to be engaged, the lawyer of the owners corporation to review Annexure "A" and this by-law up to a maximum total of \$550.00;
  - (ii) those of the strata managing agent for the owners corporation up to a maximum of \$330.00;
  - (iii) if no review is done by the lawyer, the registration of this bylaw at the Registrar General's Office up to a maximum total of \$450.00;
  - (iv) the costs of the owners corporation and the strata managing agent to update the by-law records of the owners corporation in order to achieve a consolidated version thereof up to a maximum total of \$220.00.
- (b) If each of the above expenses are not paid by the owner within 28 days of receiving an itemised tax invoice as to the expenses claimed, the owners corporation may recover the expenses from the owner under the Act as if it were an amount of unpaid contributions.



(12) By-Law Default

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 122 of the Act carry out such condition, may enter upon any part of the parcel and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

Part 3: Schedule

LOT NO. 333 in SP68677 (which strata plan is a strata plan of subdivision registered in respect of Lot 261 in SP67616) shown on sheets 19 & 20 thereof and marked "A1".

Part 4: Description of Works

- (1) Level 9 - Rumpus room (W side) – works done internally
  - (a) removal of 2 x glass panel doors separating the rumpus room and terrace lobby and replace with:
    - (i) 2 x fixed timber panels; and
    - (ii) one timber sliding door.
  - (b) installed vertical 6"(w) gyprock bracket on the (N) side of the rumpus room entrance doorway from where glass panels were taken out (for appearance purposes);
  - (c) installed wooden tiles on top of one existing column for appearance;
  - (d) installed new light switch and 2 x wall light fittings at the top of the wooden tiles;
  - (e) installed new gyprock ceiling below the existing fibreglass sheeting pergola roof which fibreglass remains and is above the new gyprock ceiling;
  - (f) installed 4 x panels of floor to ceiling aluminium bi fold doors at (S) side of rumpus 3.580m(L) for enclosure thereof;
  - (g) laid new floor tiles throughout this room on top of existing floor tiles;
  - (h) installed 2 sets of built-in wardrobes and shelves on each side of (c) above;
  - (i) installed internal unit of a split system air conditioner to existing internal (W) wall (and condenser unit at (W) side of open terrace);
  - (j) installed roller blinds.
- (2) Level 9 - Study room (E side) – works done internally
  - (a) installed a floor to ceiling aluminium framed glass window 2.66m(L) for enclosure thereof;
  - (b) installed new gyprock ceiling below the existing fibreglass roof of the pergola;
  - (c) installed light switch and ceiling light fitting;
  - (d) laid new floor tiles on top of existing floor tiles;
  - (e) installed built-in sliding 3 panel wardrobe and shelves;
  - (f) installed roller blinds

LA

- (3) whereby in respect of items 1(f) and 2(a) are annexed the following documents:
  - (a) the architect plans of NK Architect of October 2016 marked "A2"; and
  - (b) the structural integrity engineering certificate of Boulos Haykal of November 2016 marked "A3".
- (4) Level 9 - Water Feature:  
Installed a small water feature on the terrace of level 9 located on the (E) side of the column separating the Rumpus Room and Study room which includes a vertical wooden timber frame 2m(H) x 1m(W);
- (5) Level 8 - Media Room:  
Removal of the 3 sided glass panels that enclosed the small area.

Part 5: List of Annexure

- (1) "A1" – Sheets 19 and 20 of SP 68677;
- (2) "A2" – Plan of NK Architect of October 2016;
- (3) "A3" – Engineering Certificate of Boulos Haykal of November 2016.

FORM 2

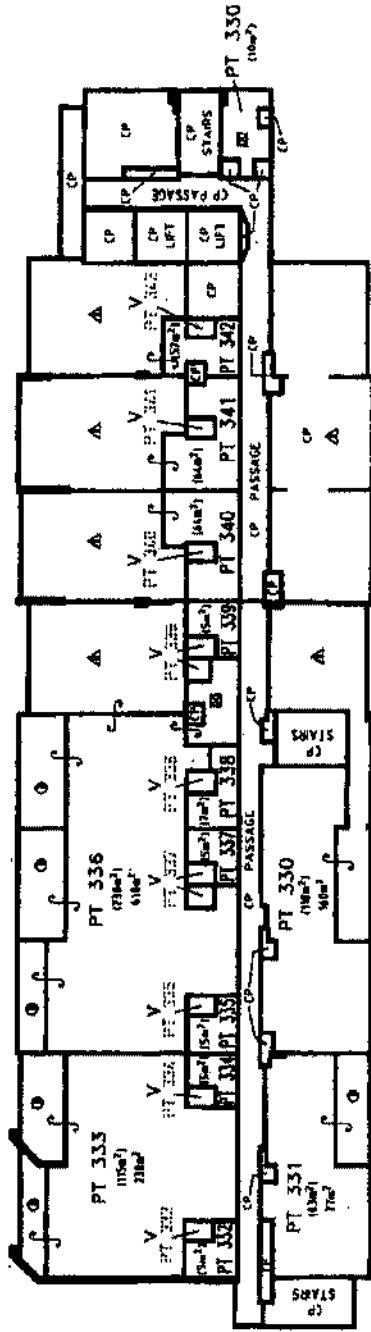
WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

Unit No. 19 of 20 Strata

**BUILDING 2**

**LEVEL 8**

**SP68677**



THE STRATUM OF THE TERRACES IS LIMITED  
 IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE  
 OF THEIR RESPECTIVE CONCRETE BASE EXCEPT  
 WHERE COVERED WITHIN THIS HEIGHT LIMIT

- V DENOTES VOID
- △ DENOTES TERRACE
- BE DENOTES STONE
- DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA STIMULUS (PREHOLD DEVELOPMENT) ACT 1973  
 AND ARE APPROPRIATE ONLY.

Longline are in metres

Reduction Ratio 5:750

*Long Atrial*  
 Surveyor Registered under Singapore Act 1928  
*Devi Ponnai*  
 General Manager/Authorized Person/Immediate Const.



Alex Borzilo  
*B. A.*  
 19/7/2018

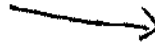
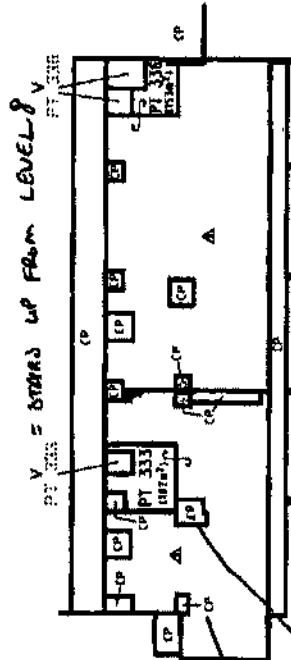
Sheet No. 20 of 20 Sheets

SP68677

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

FORM 2

BUILDING 2  
LEVEL 9



THE STRATUM OF THE TERRACES IS LIMITED TO THE HEIGHT OF THE BUILDING OR THE HEIGHT OF THE BUILDING WHERE COVERED WITHIN THE HEIGHT LIMIT  
 V DENOTES VOID  
 Δ DENOTES TERRACE  
 CP DENOTES COMMON PROPERTY  
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA ACT 2015 AND ARE APPROXIMATE ONLY.

Reduction Scale 1:200  
 Lengths are in metres  
 Survey Registered under Survey Act 1978  
 Surveyor: [Signature]  
 Registered Professional Surveyor/Registered Geomatics Engineer



Alex Borzillo  
B. [Signature]  
19/7/2018

Alex Borzillo  
P. [Signature]  
19/7/2018

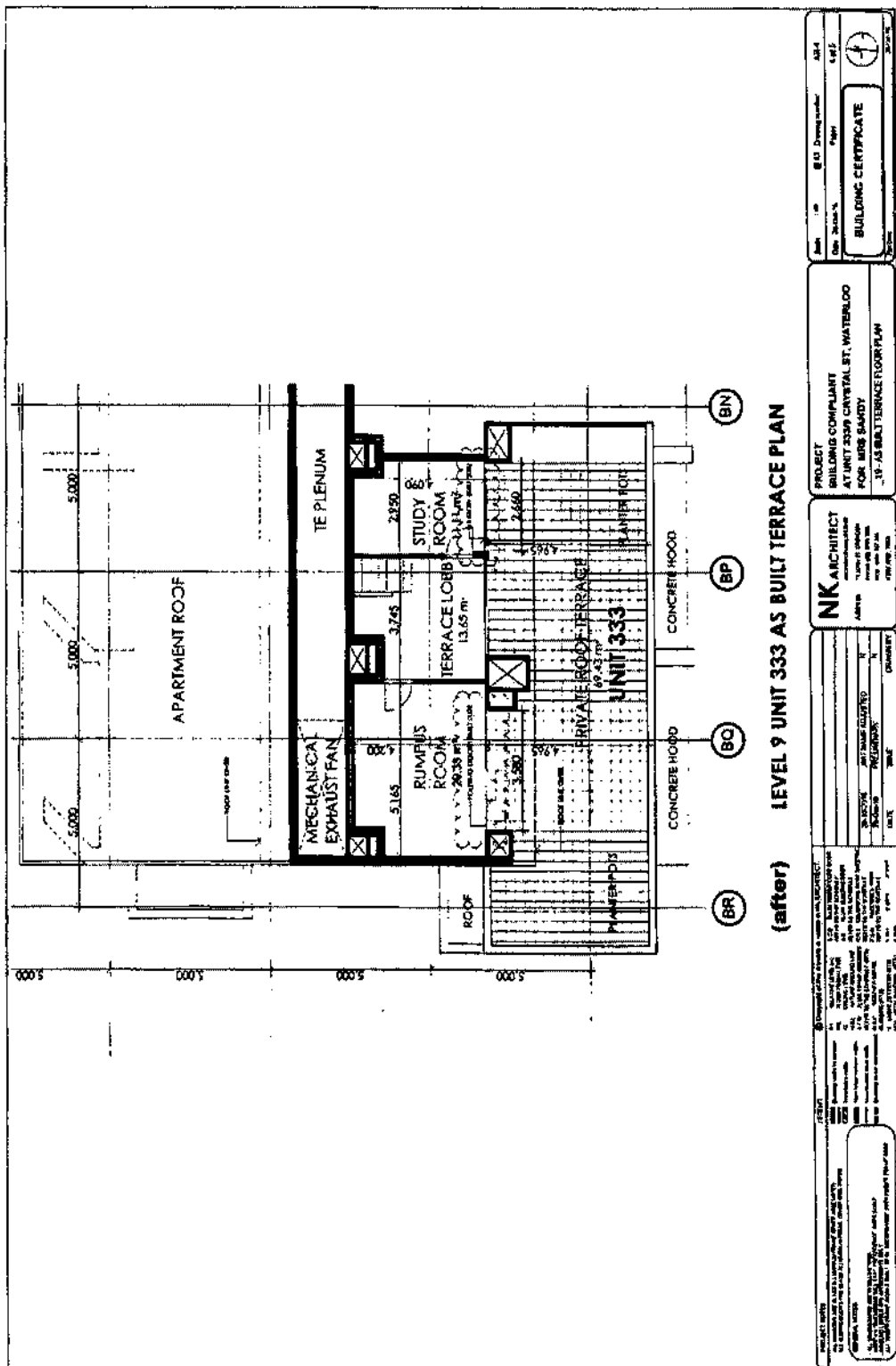
**(before) LEVEL 9 UNIT 333 TERRACE PLAN**

Page 97 of 110

**(after) LEVEL 8 UNIT 333 AS BUILT FLOOR PLAN**

[illegible]





Alex Borzila  
 B. [Signature]  
 19/7/2018



**"A 3"**

*Boulos Haykal*

*Consultant Civil Engineer, Building & Urban Organization*

Boulos Haykal  
B.E, MIEAust CPEng, NPER  
ACCREDITED CERTIFIER  
M/N 761897  
25 Langtry Avenue  
AUBURN 2144  
(02) 9792 3400

04 November 2016

To Whom it May Concern:

**RE: Structural certificate of unauthorised building works:  
Additions glazing walls to both rooms at the upstairs level 9 of the existing unit,  
At number 333/9 Crystal Street, WATERLOO NSW**

**Dear Sir/Madam**

I certify that inspection was made by us at the above-mentioned address the installation of the items below:

- Aluminium framed and Glazed bifold doors for rumpus room
- Aluminium framed and Glazed window for study room

I am satisfied that the installation of all items above comply with the structural loading requirements of AS 1170.1-2002 and they are placed and fixed adequately to carry the proposed load and they are all structurally adequate. We are satisfied that the proposed addition of the glazing walls are not load bearing and will not affect the structural integrity of the building.

This certificate shall not construe as relieving any other persons of their legal and contractual obligations.

Kind Regards,

*-lp*

Boulos Haykal

*11*

**Special By-Law 30 (dealing AM753824): Raising Terrace Boundary Walls (Lot 148)**

**Part 1: Definitions**

- (1) In this by-law, the following terms are defined to mean:
  - (a) "Act" means Strata Schemes Management Act 2015
  - (b) "Lot" means Lot 148 within the Strata Scheme constituted upon registration of strata plan 67161.
  - (c) "Owner" means the Owner from time to time of the Lot.
- (2) Where any terms used in this by-law are defined in the Act they will have the same meaning as those words are attributed under that Act.

**Part 2: Authority and Consent**

- (1) The owner is authorised to add to, to alter and to erect additional brickwork to common property:
  - (a) by the erection of additional brickwork on the northern and southern boundary walls forming the terrace within the Lot; and
  - (b) by carrying out works in accordance with the drawings, specifications and schedule of finishes annexed to and forming part of the minutes for the meeting at which this by-laws was created ("the Works").
- (2) The Owner shall be responsible at his own expense:
  - (a) to maintain in a state of good and serviceable repair (and to repair and to replace when necessary for this purpose) the alterations, additions and new structures and all ancillary components, services and fixings;
  - (b) to comply with any reasonable requirements of the Owners Corporation as to the manner of maintenance, repair or replacement;
  - (c) to indemnify the Owners Corporation against any expense, liability or claim for any damage or injury arising out of the Works or the installation, use, condition, maintenance, repair, renewal, replacement or removal of the additional, alterations and new structures, including any liability of the Owners Corporation of the sort referred to in s.122(6) of the Act;
  - (d) to comply at their own expense with any requirement, notice or order concerning the Works or the additions, alterations, or new structures, issued by the local Council or other statutory authority or any Court or Tribunal having jurisdiction;
  - (e) to pay or to reimburse all reasonable expenses of the Owners Corporation incurred in relation to the authorization of owners to undertake the works referred to in this by-law, the registration of this by-law, and the enforcement of this by-law or the conditions of authorization;

**Part 3: Schedule of Conditions**

In this Schedule the alterations of and additions to the common property, and the erection of new structures on the common property, are referred to as "the Works".

**Part 4: The Works**

- (1) In carrying out the Works the Owners must:
  - (a) use reputable and experienced contractors;



- (b) carry out the Works in a proper manner, in compliance with all pertinent codes and standards, and according to the conditions of any development consent or applicable development standards;
  - (c) ensure that the Works are completed within eight (8) weeks of their commencement (subject to any delay occurring for reasons beyond the reasonable control of the Owners).
- (2) The Owners must procure, and shall be responsible for, compliance by their consultants and contractors with the requirements of this authorization.
  - (3) The Owners must 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.
  - (4) The Owners must protect all areas of the building from damage by the Works or by the transportation of building materials, equipment and debris.
  - (5) The Owners must keep all areas of the building clean and tidy throughout the performance of the Works.
  - (6) The Owners must ensure that the Works are only carried out according to the requirements of the Council, and otherwise between the hours of 7.00 am and 4.30 pm on Monday to Saturday and are not performed outside those hours or on the weekend without the written permission of the Strata Committee. No work is to be performed on public holidays.
  - (7) The Owners must remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out.
  - (8) The Owners must not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

#### Part 5: Damage

- (1) The Owners must repair promptly at their own expense and in accordance with any reasonable requirements of the Owners Corporation any damage caused or contributed to by:
  - (a) the Works; or
  - (b) the use, maintenance, repair, renewal or replacement of the alterations, additions or new structures,including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

#### Part 6: Indemnity

The Owners must indemnify and keep indemnified the Owners Corporation against any liability or expense relating to the Works or the additions, alterations or new structures, including any liability of the Owners Corporation of the sort referred to in s.122(6) of the Strata Schemes Management Act 2015.

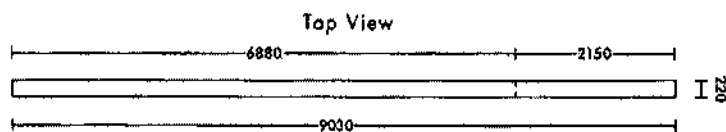
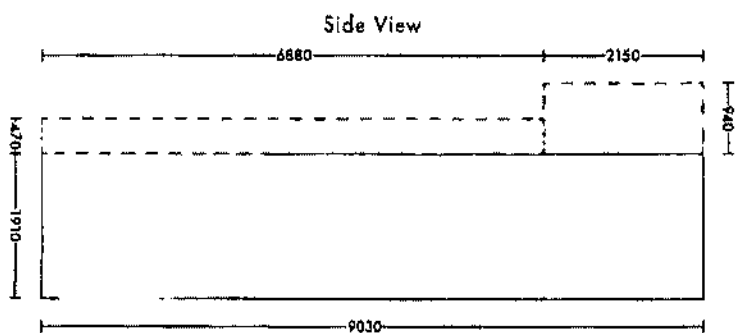
#### Part 7: Breach of these Conditions of Authorization

If the Owners breach any of these conditions and fail to rectify the breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification, the Owners Corporation may rectify the breach and may recover the reasonable costs of the rectification and expenses of the Owners Corporation reasonably incurred in recovering those costs, as a debt due from the Owners.

## Part 8: Costs

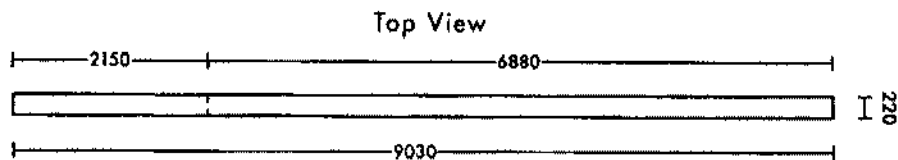
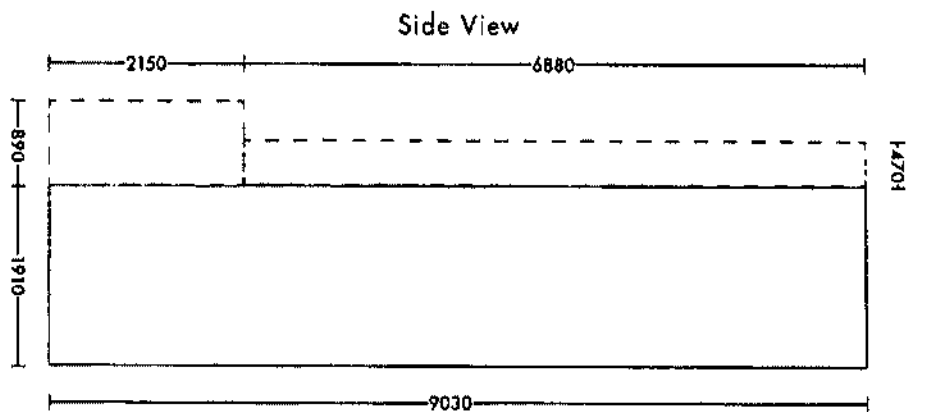
The Owners must meet all reasonable expenses of the Owners Corporation incurred in relation to the negotiation, preparation, making and registration of this by-law.

## SOUTHERN WALL



Alex Borzilo  
B. *[Signature]*  
19/7/2018

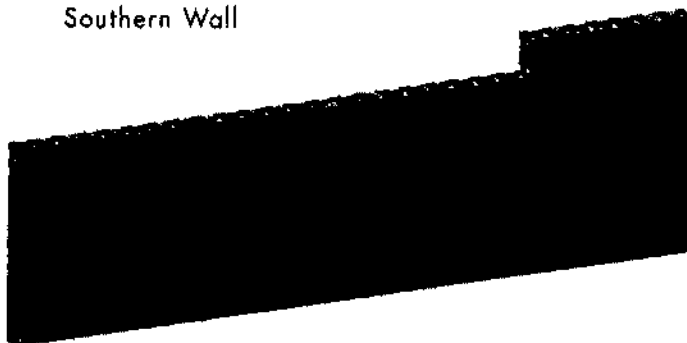
# NORTHERN WALL



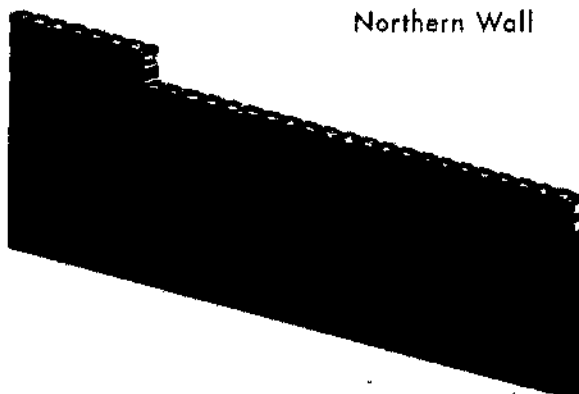
Alex Borzilo  
 B.A.  
 19/7/2018

## PERSPECTIVE VIEW

Southern Wall



Northern Wall



• Current Wall



• Proposed Wall



## **ADD SPECIAL BY-LAW 31: Lot 147 Works**

### **Part 1: Introduction**

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the Strata Schemes Management Act 2015 (NSW).
- (2) The effect of the by-law is to grant the Owner of Lot 147 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the Strata Schemes Management Act 2015 (NSW) and the obligation of the Owner, subject to this by-law, to maintain those Works in a state of good and serviceable repair.

### **Part 2: Definitions and Interpretation**

- (1) In this by-law:
  - (a) Approval of Council means any approval that the Owner is required to obtain for the Works from all relevant statutory bodies, including Council.
  - (b) Bond means a cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 6;
  - (c) Building means the building located at 788-822, Bourke Street, Waterloo, Sydney NSW.
  - (d) Council means the state or local government body or planning authority with authority to determine applications under the Environmental Planning and Assessment Act 1979 (NSW).
  - (e) Lot 147 means Lot 147 in Strata Plan 67396 (which is part of lot 88 in Strata Plan 67161).
  - (f) Owner means the owner or owners from time to time of Lot 147.
  - (g) Owners Corporation means the owners corporation of Strata Plan 67161.
  - (h) Strata Scheme means the Strata Scheme in relation to Strata Plan 67161.
  - (i) Works means the installation of a mechanically operated retractable awning to the southern end of the balcony of Lot 147 above the sliding doors.

### **Part 3: Grant of Special Privilege in Respect of the Common Property**

On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

### **Part 4: Conditions Required Before the Works Commence**

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
  - (a) A copy of any requisite approval of the Council, including all drawings, specifications, conditions and notes.
  - (b) A copy of any requisite Certificate of Insurance relating to performance of the Works under section 92(2) of the Home Building Act 1989.



- (c) A Certificate of Currency for the duration of and for a period of no less than 3 months following completion of the Works, of Contractors' All Risks insurance cover taken out with a reputable 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 which the Owners Corporation is noted as an interested party.
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of:
  - (a) The proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.
  - (b) The proposed location, style, design and type of awning which is proposed to be installed as part of the Works.

#### Part 5: Performance of the Works

- (1) In carrying out the Works, the Owner must ensure:
  - (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
  - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
  - (c) That appropriately qualified and licenced tradespeople are engaged.
  - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 2 weeks commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.
- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.

- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 5.00 PM Monday to Friday inclusive, Saturday 8.00 AM to 12.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.

**Part 6: Requirements following completion of the Works.**

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.

## Part 7: Maintenance of the Common Property

- (1) The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair.
- (2) The Owner must repair promptly any damage caused or contributed to by 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.
- (3) Subject to clause 7(1) and to any special resolution under Section 106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

## Part 8: Indemnity and Costs

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

## Part 9: Breach of a Term of the By-Law

- (1) If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
- (2) Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 147 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.

Page 109 of 110

- (3) Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
- (4) The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
- (5) The Owners Corporation may apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

**Part 10: Existing By-Laws**

The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161.



THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 67161  
was affixed on the 19 day of July 2018 in the  
presence of

Names: Alex Borzilo

Signatures: B. Amey

being the persons authorised by Section 273 of the Strata  
Schemes Management Act 2015 to attest the affixing of the  
seal.

City of Sydney  
Town Hall House  
456 Kent Street  
Sydney NSW 2000

Telephone +61 2 9265 9333  
Fax +61 2 9265 9222  
council@cityofsydney.nsw.gov.au  
GPO Box 1591 Sydney NSW 2001  
cityofsydney.nsw.gov.au



DAY LEGAL PTY LTD  
PO BOX 1772  
POTTS POINT NSW 1335

## PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

<b>Applicant:</b>	DAY LEGAL PTY LTD
<b>Your reference:</b>	VF:170495
<b>Address of property:</b>	788-822 Bourke Street , WATERLOO NSW 2017
<b>Owner:</b>	THE OWNERS - STRATA PLAN NO 67161
<b>Description of land:</b>	Lot 41 DP 1035823, Lots 1-87 SP 67161, Lots 90-163 SP 67396, Lots 164-260 SP67616, Lots 262-352 SP68677
<b>Certificate No.:</b>	2021300836
<b>Certificate Date:</b>	8/02/21
<b>Receipt No:</b>	0167226
<b>Fee:</b>	\$80.00
<b>Paid:</b>	8/02/21

Title information and description of land are provided from data supplied by the Valuer General and shown where available.

A handwritten signature in black ink, appearing to be 'M Barone'.

Issuing Officer  
per **Monica Barone**  
Chief Executive Officer

### CERTIFICATE ENQUIRIES:

Ph: 9265 9333  
Fax: 9265 9415

Sydney2030/Green/Global/Connected

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions  
of the environmental planning instruments specified in this certificate.*

**ZONING**

**Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)**

**1 Objectives of zone**

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Boarding houses; Child care centres; Commercial premises; Community facilities;  
Educational establishments; Entertainment facilities; Function centres; Hotel or motel  
accommodation; Information and education facilities; Medical centres; Passenger transport  
facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted  
premises; Roads; Seniors housing; Shop top housing; Any other development not specified in  
item 2 or 4

**4 Prohibited**

Extractive industries; Heavy industrial storage establishments; Heavy industries

**PROPOSED ZONING**

This property is not affected by a draft zone.

**LOCAL PLANNING CONTROLS**

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012  
NSW Legislation Website.**

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

**Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney**

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

**Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms**

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

**HERITAGE**

**State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from [www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

**STATE PLANNING INSTRUMENTS**

Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

**State Environmental Planning Policy No. 19 – Bushland in Urban Areas**

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**State Environmental Planning Policy No. 33 – Hazardous and Offensive Development**

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

**State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**State Environmental Planning Policy No. 64 – Advertising and Signage**

This policy aims to ensure that signage (including advertising):

Is compatible with the desired amenity and visual character of an area, and

- Provides effective communications in suitable locations, and
- Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2005 and State Environmental Planning Policy No. 60 where these apply.

**State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

**State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes)  
(Gazetted 31.05.02)**

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

**State Environmental Planning Policy (Housing for Seniors or People with a Disability)  
2004**

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made



under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

**State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

**State Environmental Planning Policy (State Significant Precincts) 2005**

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

**State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

**State Environmental Planning Policy (Infrastructure) 2007**

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

**State Environmental Planning Policy (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

**State Environmental Planning Policy (Urban Renewal) 2010**

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

**State Environmental Planning Policy (State and Regional Development) 2011**

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

**State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

**State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017**

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

**State Environmental Planning Policy (Coastal Management) 2018**

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the Coastal Management Act 2016, including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and

- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the Coastal Management Act 2016.

**Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005**

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

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**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

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

This SEPP does not apply to the land.

**(3) Complying Development**

- (1) The extent to which the land is land on which complying development may 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*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**General Housing Code, Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the General Housing Code, the Commercial and Industrial (New Buildings and Additions) and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	NO
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the General Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO

#### **Housing Alterations Code**

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

#### **Commercial and Industrial Alterations Code**

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

**Subdivisions Code**

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

**Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

**General Development Code**

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

**Demolition Code**

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

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

In relation to a coastal council : The owner (or any previous owner) of the land 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).

**Note.** "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

**(7) Council and other public authorities policies on hazard risk restrictions:**

- (a) The land is **not** affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land is **not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

**(7A) Flood related development controls information.**

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

**(8) Land reserved for acquisition**

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**(9) Contribution plans**

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9 <sup>th</sup> July 2013	<b>NO</b>
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	<b>YES</b>
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 <sup>th</sup> May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	<b>NO</b>

**(9A) Biodiversity certified land**

The land has not been certified as biodiversity certified land.

**(10) Biodiversity Conservation Act 2016**

Not Applicable.

**(10A) Native vegetation clearing set asides**

Not Applicable.

**(11) Bush fire prone land**

The land has not been identified as Bush fire prone land.

**(12) Property vegetation plans**

Not Applicable.

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

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

**(14) Directions under Part 3A**

Not Applicable.

**(15) Site compatibility certificates and conditions for seniors housing**

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

**(16) Site compatibility certificates for infrastructure, schools or TAFE establishments**

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

**(17) Site compatibility certificates and conditions for affordable rental housing**

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

**(18) Paper subdivision information**

Not Applicable.

**(19) Site verification certificates**

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

**(20) Loose-fill asbestos insulation**

Not Applicable

**(21) Affected building notices and building product rectification orders**

(1)The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) 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.

**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** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

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**PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:**

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*



**PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

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*PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.*

**Contaminated Land Potential:**

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this section 10.7 certificate to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

**Hazard Risk Restriction:**

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps. Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

**Construction Noise and View Loss Advice:**

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

**Outstanding Notice & Order information**

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

**Neighbourhood Parking Policy**

Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

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**ADVICE FROM OTHER BODIES**

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*Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).*

*Planning certificate section 10.7 (2), local planning controls are available are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)*

**General Enquiries:  
Telephone: 02 9265 9333**

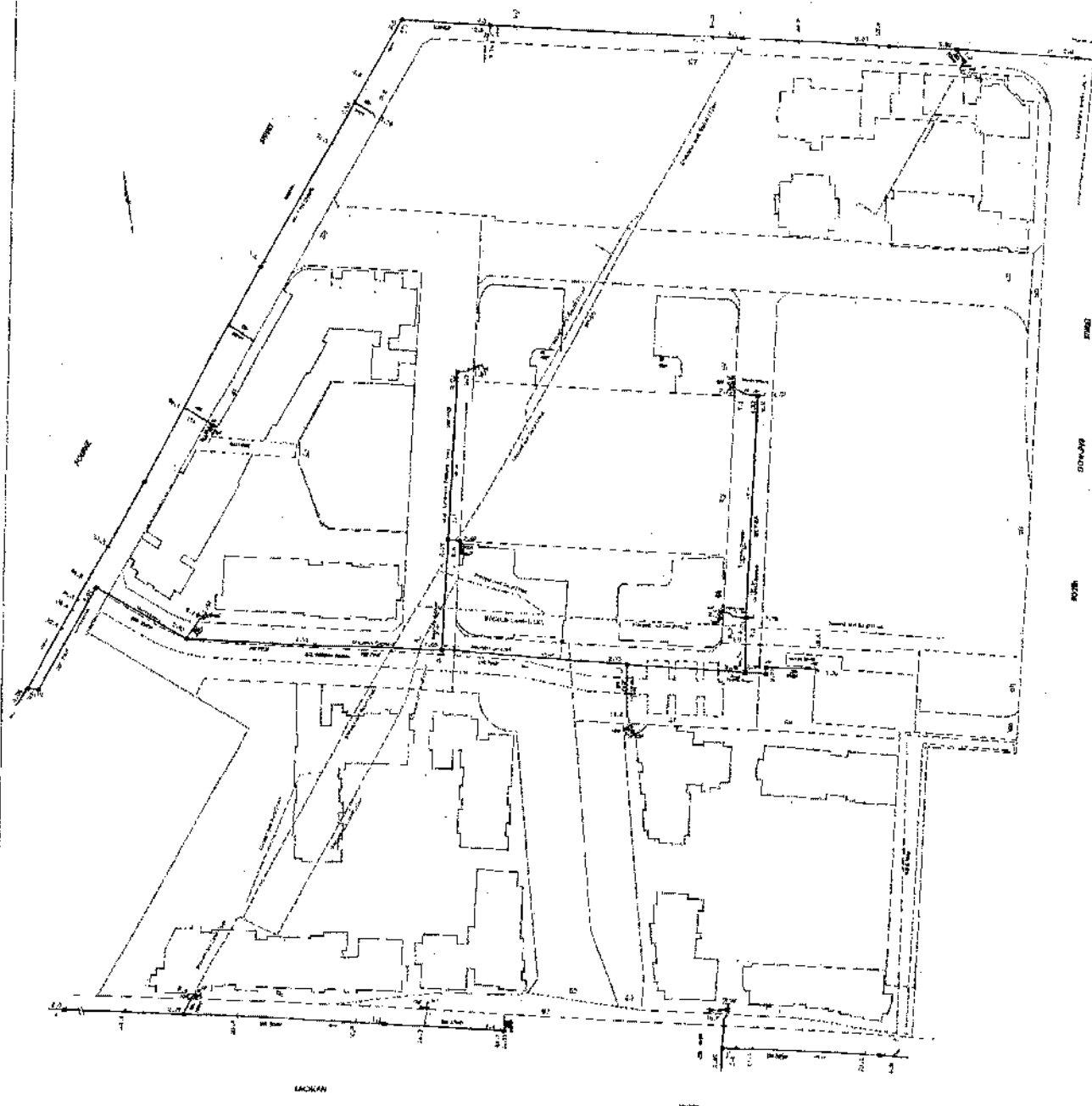
**Town Hall House**  
Level 2  
Town Hall House  
456 Kent Street  
Sydney  
8am – 6pm Monday - Friday

*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:*  
*Chief Executive Officer*  
*City of Sydney*  
*G.P.O. Box 1591*  
*Sydney NSW 2000*

End of Document

DATE: \_\_\_\_\_



1. Name of the person or organization 2. Address 3. City 4. State 5. Zip 6. Country 7. Telephone 8. Fax 9. E-mail 10. Website 11. Other		12. Name of the person or organization 13. Address 14. City 15. State 16. Zip 17. Country 18. Telephone 19. Fax 20. E-mail 21. Website 22. Other	
23. Name of the person or organization 24. Address 25. City 26. State 27. Zip 28. Country 29. Telephone 30. Fax 31. E-mail 32. Website 33. Other		34. Name of the person or organization 35. Address 36. City 37. State 38. Zip 39. Country 40. Telephone 41. Fax 42. E-mail 43. Website 44. Other	

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Revenue

Enquiry ID	3416052
Agent ID	81429403
Issue Date	10 Feb 2021
Correspondence ID	1719841122
Your reference	210057

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

**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
S68677/343	Unit 343, 9 CRYSTAL ST WATERLOO 2017	\$246 300

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 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](http://www.revenue.nsw.gov.au).

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](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://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.



MRS PAMELA MCMONIGAL  
C/- MATTHEW BRADFELD  
323 PRINCES HIGHWAY  
BANKSIA NSW 2216

Our reference: 7120543431026

Phone: 13 28 66

8 February 2021

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello PAMELA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410520494446
Vendor name	PAMELA MCMONIGAL
Clearance Certificate Period	8 February 2021 to 8 February 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**James O'Halloran**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign  
resident capital gains withholding  
at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas,  
phone **+61 2 6216 1111** and ask  
for **13 28 66** between 8:00am  
and 5:00pm Australian Eastern  
Standard time, Monday to Friday.



MR GRAEME MCMONIGAL  
C/- MATTHEW BRADFIELD  
323 PRINCES HIGHWAY  
BANKSIA NSW 2216

Our reference: 7120543377483

Phone: 13 28 66

8 February 2021

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello GRAEME,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410520487018
Vendor name	GRAEME MCMONIGAL
Clearance Certificate Period	8 February 2021 to 8 February 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**James O'Halloran**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:  
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?  
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:  
(a) to what year has a return been made?  
(b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:  
(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:  
(i) please identify the building work carried out;  
(ii) when was the building work completed?  
(iii) please state the builder's name and licence number;  
(iv) please provide details of Insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:

- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:

- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
- (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
- (c) Is the vendor aware of:
  - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  - (iii) any latent defects in them?
- (d) Has the vendor any notice or knowledge of them being affected by the following:
  - (i) any resumption or acquisition or proposed resumption or acquisition?
  - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (v) any realignment or proposed realignment of any road adjoining them?
  - (vi) any contamination of them?

**Owners corporation management**

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders 'Under Chapter 5 of the Ad., please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1 % of the price?

**Capacity**

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

**Requisitions and transfer**

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.