

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**



New South Wales

Strata Schemes Management Act 20  
Real Property Act 1900

**AQ759382V**

**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

Folio Identifier CP/SP18604

(B) **LODGED BY**

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**32K**

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CODE

**CH**

- (C) The Owner-Strata Plan No. 18604 certify that a special resolution was passed on 7/12/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. Special By-Law 23  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below :  
 See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 18604 was affixed on 12/1/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Electronic signature of me, Paul Culbi,  
affixed at my direction on 12/01/2021 at 4:00pm

Name :

**Paul Culbi**

Authority :

**Strata Manager**

Signature :

Name :

Authority :



**STRATA SCHEME NO 18604**  
**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**CONSOLIDATED BY-LAWS**

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Names: Paul Culbi Strata Manager

Signatures.....

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

Electronic signature of me, Paul Culbi,  
affixed at my direction on 12/01/2021  
at 4:00pm



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**Names: .....**

**Signatures.....**

**.....**

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

## 1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.
- (2) An owner or occupier of a lot may park his motor vehicle in a Visitor Carparking Space for the purpose of loading or unloading goods or passengers from that vehicle for no more than 30 mins (in aggregate) in any one day.

## 2 Changes to Common Property

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

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.....

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### 3 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

### 4 Obstruction of Common Property

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

### 5 Keeping of Animals

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation. Animals will not be allowed in any common property areas, including the pool and garden areas.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property by carrying it through common property areas, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 of the Commonwealth*.
- (5) In order to give effect to this new by-law any animals kept within a Lot by an owner or occupier as at the date of the EGM may be retained by that owner or occupier subject

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**.....**

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to that owner or occupier giving written notice within 30 days of the date of the EGM to the owners corporation of the existence of the animal within the Lot with an adequate description of the animal to enable it to be identified.

- (6) The owners corporation shall immediately subsequent to the EGM establish a register of existing animals for the purpose of recording animals that are kept within a lot by an owner or occupier and shall record all animals of which written notification has been given in accordance with Special By-Law 6.4.
- (7) Any animals kept by an owner or occupier as at the date of the EGM and who has given notice of that animal to the Owners' Corporation in accordance with Special By-Law 6.4 shall be entitled to retain that animal within the subject Lot until the death of the relevant animal entered into the Register and shall not thereafter keep any other animal upon the subject Lot.
- (8) An owner or occupier of a Lot who has kept an animal on the said subject Lot and has given notice of same to the Owners' Corporation and sells and/or vacates the subject Lot shall not be entitled to transfer any rights to keep an animal within the subject Lot to a new owner or occupier of the said Lot.
- (9) Animals are not allowed in the pool or garden areas.
- (10) Animals should be carried through common property areas.

## 6 Noise

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

## 7 Behaviour of Owners, Occupiers and Invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

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

**8 Children Playing on Common Property**

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

**9 Smoke Penetration**

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

**10 Preservation of Fire Safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

**11 Storage of Inflammable Liquids and Other Substances and Materials**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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## 12 Appearance of Lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

## 13 Cleaning Windows and Doors

- (1) To discharge his responsibility under by-law 11 to keep clean the exterior glass surface on the boundary of his lot, an owner of a lot must and does hereby engage the Owners Corporation by its contractors or agents to provide cleaning services to the owner (excluding the cleaning of glass in doors and windows directly accessible from open balconies).
- (2) The Owners Corporation may debit the costs of this service to the levy account for the owner's lot.
- (3) The costs payable by an owner shall bear to the costs incurred by the Owners Corporation in cleaning the external surfaces of boundaries of lots in the scheme (excluding glass in doors and windows directly accessible from open balconies) the same proportion as the area of glass serving his lot and cleaned by the Owners Corporation bears to the total area of glass cleaned by the Owners Corporation.

## 14 Hanging Out of Washing

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

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**15 Disposal of Waste-Bins for Individual Lots [Applicable Where Individual Lots have Bins]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council’s guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council’s requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

*bin* includes any receptacle for waste.

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*waste* includes garbage and recyclable material.

**16 Disposal of Waste-Shared Bins [Applicable Where Bins are Shared by Lots]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council’s guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council’s requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:

*bin* includes any receptacle for waste.

*waste* includes garbage and recyclable material.

**17 Change in Use or Occupation of Lot to be Notified**

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out

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on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

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

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

**18 Compliance with Planning and Other Requirements**

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

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

**SPECIAL BY-LAW 1**

On the following conditions, the proprietor for the time being of each of lots 1, 2, 3, 4, 5, 88 (Unit 6), 7, 9, 11, 12 84 (Unit 13), 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 34, 36, 37, 38, 39, 41, 42, 43, 45, 46, 50, 51, 52, 53, 54, 55, 57, 58, 59, 61, 63, 64, 65, 68, 69, 71, 72, 73, 74, 76, 77, 78, 79 ("the proprietor") shall have a special privilege in respect of the common property to enclose the balcony or one or more of the balconies which form part of his lot in accordance with the drawings of David Elphick & Associates Pty Limited, referred to in the Building Permit N. 95/248 of North Sydney Council of 30 October 1995 ("the works").

**This is page 11 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

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**Signatures**.....

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**STRATA SCHEME NO 18604**

**ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS**

**Conditions:-**

1. This by-law shall be of no effect unless the Body Corporate and the proprietor of each lot referred to in it are bound by an agreement providing, on such terms as the parties may agree, for the Body Corporate to undertake the works on behalf of the proprietor.
2. Subject to any amendment of the by-laws from time to time, the Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
3. The proprietor shall be responsible to maintain the enclosure serving his lot in a state of good and serviceable repair and, whenever necessary for this purpose, to renew or replace the enclosure.
4. The proprietor shall not alter the appearance or design of the enclosure without the consent in writing of the Body Corporate.
5. An enclosure installed pursuant to this by-law shall be and shall remain a proprietor's fixture.
6. The proprietor shall indemnify and keep indemnified the Body Corporate against the following:-
  - a) Any liability for death or injury to person or damage to property as consequence of the works or the use of the enclosure, except such injury or damage as is caused by the wilful act or omission of the Body Corporate;
  - b) Any liability for damage to the enclosure, being damage caused by the Body Corporate in undertaking any work referred to in Section 64 of the *Strata Titles Act 1973*, or in exercising the power of entry conferred by that section, and which could not be avoided by the exercise of reasonable care; and
  - c) Any increase in insurance premium or excess attributable to the works.
7. The proprietor shall not install curtains, blinds or the like within the enclosed balcony, nor allow such installation.

**SPECIAL BY-LAW 2 – Balconies**

1.1 In this by-law a word which denotes:

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- (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 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

1.2 The owners corporation shall have the following powers and authorities, in addition to those conferred upon it by the *Strata Schemes Management Act 2015*, to make an additional by-law in the following terms:

- (a) the power to undertake building works to enclose the balcony or one or more of the balconies of a lot on behalf of the proprietor of the lot, and to engage servants, agents and contractors for these purposes;
- (b) the power to enter into an agreement with the proprietor of the lot for the performance of the building works by the owners corporation or by its servants, agents or contractors, on behalf of the proprietor; and
- (c) the power to receive and to apply the moneys of the proprietors of a lot to secure the performance of the building works or to discharge liabilities incurred in undertaking the building works, further, subject to the terms and conditions of any agreement between the proprietor of a lot and the owners corporation, to apply the moneys of the owners corporation for such purposes.

**SPECIAL BY-LAW 4**

On the following conditions, the owner for the time being of each of Lots 1, 2, 15, 19, 29, 33, 44, 48, 55, 57, 61 and 70 ("the owner") shall have a special privilege in respect of the common property to enclose the balcony or one or more of the balconies which form part of his Lot in accordance with the drawings of David Elphick & Associates Pty Limited, referred to in the Building Permit No. 95/248 of North Sydney Council of 30 October 1995 ("the works")

**Conditions:-**

- 1. This By-Law shall be of no effect unless the Owners Corporation and the owner are bound by an agreement providing, on such terms as the parties may agree, for the Owners Corporation to undertake the works on behalf of the owner.

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- 2. Subject to any amendment of the By-Laws from time to time and to the terms of this By-Law, 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.
- 3. The owner shall be responsible to maintain the enclosure serving his Lot in a state of good and serviceable repair, and, whenever necessary for this purpose, to renew or to replace the enclosure.
- 4. The owner shall not alter the appearance or design of the enclosure without the consent in writing of the Owners Corporation.
- 5. The owner shall indemnify and keep indemnified the Owners Corporation against the following:-
  - i. Any liability for death or injury to a person or damage to property as a consequence of the works or the use of the enclosure, except such injury or damage as is caused by the willful act or omission of the Owners Corporation;

**SPECIAL BY-LAW 9**

An owner or occupier of a lot must not use a lot, or permit a lot to be used, for any of the following purposes:

- (a) gaming establishment;
- (b) brothel;
- (c) massage parlour;
- (d) amusement parlour;
- (e) needle exchange;
- (f) holiday accommodation or short-term rental accommodation for a period of less than three months.

**SPECIAL BY-LAW 13 – Household Moves Undertaken by Residents In and Out of Century Plaza**

- (1) An owner or occupier of a lot must:
  - (a) Make arrangements with the Owners Corporation at least five working days prior to undertaking any household move\* through Common Property and also notice of

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Intent be given to the Building Supervisor. To minimise inconvenience and interruption to other residents o one move per day will be authorised;

- (b) Lodge a \$150.00 bond with the Owners Corporation before any household move is undertaken\* through Common Property;
  - (c) A resident can only undertake a household move\* through Common Property during the hours of 9.00am and 4.00pm between Mondays and Fridays (Public Holidays excluded) with a maximum of three (3) hours only allowed for the move;
  - (d) Make a written application to the Owners Corporation regarding a household move\* through Common Property on a Saturday (outside of Public Holidays) and only between the hours of 9:00am 12.00 noon. This will entail an additional out of hours supervisory and handling fee of \$150.00 (payable at the time of written application) which is non-refundable;
  - (e) Comply with the directions given by the Owners Corporation (or it's representative) which also have the right to terminate moves that are unauthorised, and/or outside of specified hours or where a move exceeds the specified three (3) hours;
  - (f) The Building supervisor will reserve only one lift only for the use of a household move\* and under no circumstances will both lifts be used for the same move. The nominated lift will be fitted with protective wall blankets and floor covering for the household move\*. Any damage will be at the expense of the Owner or Occupier;
  - (g) Otherwise comply with the reasonable requirements of the Owners Corporation (or its representative) when undertaking a household move\* through Common Property. No items Involved In the move may at any time block any access way, be left leaning against any wall or any other common property or be left on common property in a manner that may cause a hazard to other Owners or Occupiers or invitees;
  - (h) Not dispose of, or leave, any furniture; appliances or other rubbish on the Common Property. The Building Supervisor must be contacted regarding the correct disposal of goods.
- (2) An Owner or Occupier of a lot must notify the Owners Corporation (or it's representative) when a household move undertaken\* through Common Property has been completed and subject to the following By-Law XX (3) the bond (b) will be returned to the Owner or Occupier of the relevant lot;
- (3) An Owner or Occupier of a lot must exercise due care when undertaking a household move\* through Common Property and also when having someone acting on their behalf in the move must supervise those people and if Common Property has been damaged during a household

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move\*, or if furniture, appliances or rubbish has been left on the Common Property the Owners Corporation may retain the bond. Should the reparation cost exceed the \$150.00 bond, the excess charged will imposed and paid for by the Owner/Occupier.

- (4) The Owner or Occupier of the relevant lot shall only undertake a household move\* In accordance with this By-Law and access to the Common Property and the Building shall (except in an emergency or a power failure) only be via the Berry Street driveway and not the Walker Street main entrance or the Visitors Car Park.

**Please Note:** \*Reference to a household move includes 1 or more members of the given household moving in or out at that time.

## SPECIAL BY-LAW 14 – Renovation Works

### DEFINITIONS AND INTERPRETATION

1. In this by-law:

- (a) “Act” means the *Strata Schemes Management Act 2015*;
- (b) “Cosmetic Work” means an owner’s work which affects the common property in connection with their lot for the following purposes:
  - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
  - (ii) installing or replacing handrails;
  - (iii) painting;
  - (iv) filling minor holes and cracks in internal walls;
  - (v) laying carpet;
  - (vi) installing or replacing built-in wardrobes;
  - (vii) installing or replacing internal blinds and curtains;
  - (viii) installing any locking or other safety device for protection of a lot against intruders;
  - (ix) installing any screen or other device to prevent entry of animals or insects on the lot;

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- (x) installing any locking or other safety device to improve safety within a lot;
- (xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
- (xii) any other work described in section 109(2) of the Act; but does not include:
  - (A) Minor Renovations;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
  - (E) work involving waterproofing or the plumbing or exhaust system of the building;
  - (F) work involving reconfiguring walls;
  - (G) work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979); and
  - (H) any other work described in Section 109(5) of the Act.

- (c) **“Minor Renovations”** means an owner’s work which affects the common property in connection with their lot for the following purposes:
  - (i) renovating any room in a lot;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;
  - (iv) installing or replacing wiring, cabling, pipes, or ducts;
  - (v) installing or replacing power or access points;
  - (vi) work involving reconfiguring walls;

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- (vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (viii) installing a rainwater tank;
- (ix) installing a clothesline;
- (x) installing a reverse cycle split system air conditioner or ducted air conditioning system;
- (xi) raising of balcony floors;
- (xii) removal/replacement of balcony doors in an enclosed balcony;
- (xiii) installing double or triple glazed windows;
- (xiv) installing a heat pump or other hot water service;
- (xv) installing ceiling insulation;
- (xvi) installing an aerial, antenna, or satellite dish;
- (xvii) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
- (xviii) any other work described in section 110(3) of the Act;
- (xix) Any other work that is not:
  - (A) Cosmetic Work;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work involving waterproofing;
  - (E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (F) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law; and

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(G) any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (A) to (G) above.

(d) **“Major Renovations”** means an owner’s work which affects the common property for the following purposes:

- (i) structural changes;
- (ii) changes to the external appearance of a lot, including the installation of an external access ramp;
- (iii) waterproofing;
- (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979); and
- (v) work that is not Cosmetic Work or Minor Renovations.

2. Unless the context or subject matter otherwise indicates or requires:

- (a) reference to the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) a thing includes the whole or part of it;
- (d) a person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (e) a document includes any amendment or replacement of it;
- (f) “including” and similar expressions are not words of limitation;
- (g) headings are for convenience only and do not affect the interpretation of this by-law;
- (h) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law; and
- (i) the provisions of this by-law prevail to the extent of that inconsistency with any other by-law; and

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- (j) references to legislation includes references to amending and replacing legislation.

**GENERAL CONDITIONS ON FLOORING**

- 3. If the proposed Works include the installation or replacement of wood or other hard floors to serve as the floor to any part of the lot other than a kitchen, laundry, lavatory or bathroom of the lot, then the owner must provide the owners corporation with:
  - (a) drawings and specification so the proposed wood or other hard flooring (including acoustic treatment prepared by a member firm of the AAAC; and
  - (b) certification by the member firm in favour of the owners corporation that the wood or other hard flooring, if installed in accordance with the specifications, shall have an acoustical star rating of 5 Star or better, according to the Guideline for Apartment and Townhouse Acoustic Rating then promulgated by the AAAC (“the current AAAC guideline”) or other comparable rating approved by the owners corporation
- 4. the owners corporation may engage an independent acoustic engineers, electrician project manager or any other person of relevant expertise to assess and review the plans and specifications for the Works. The owner must pay such fees on demand. The owners corporation may recover any such fees as are unpaid as a debt from the owner.

**COSMETIC WORK**

- 5. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 5 to 9.
- 6. The owners corporation has decided, in accordance with section 106(3) of the Act that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

**Carrying out Cosmetic Work**

- 7. When carrying out Cosmetic Work an owner must:
  - (c) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
  - (d) ensure that any contractors are adequately supervised to ensure compliance with these conditions;

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- (e) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (f) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (g) only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 4pm Monday to Friday only and not on weekends or a public holiday. Any extremely noisy work outside a single four-hour period between 8am and 4pm in any week, including a break between 12pm and 1pm (that is from Monday to Friday, excluding weekends public holidays) is prohibited; and
  - (ii) all other work between 8am and 4pm Monday to Friday and not on weekends, a public holiday or any other time,
- (h) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (i) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (j) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (k) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (l) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

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- (m) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (n) not use common property power or water; and
- (o) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

**Use of Cosmetic Works**

6. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

7. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

8. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 5 apply to any work the owner carries out to comply with this clause.

**Indemnity**

9. An owner indemnifies and keeps 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 the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;

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- (d) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
- (e) owner’s breach of any part of this by-law.

**MINOR RENOVATIONS**

- 10. An owner may only carry out Minor Renovations with the approval of the owners corporation.
- 11. The owners corporation delegates its functions under section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under section 110 of the Act, the exercise of the function by the owners corporation prevails.
- 12. The owners corporation has decided, in accordance with section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

**Application to owners corporation for approval for Minor Renovations**

- 13. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) the owner’s name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
  - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
  - (h) a statement that the work does not involve:

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- (i) the removal or alteration of a structural element of the building;
- (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
- (iii) changing the external appearance of any lot; and
- (iv) detrimentally affecting the safety of a lot, including fire systems,
- (i) statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Minor Renovations**

14. When determining an application made in accordance with clause 13, the owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application with some or all the conditions contained in clauses 15 to 25, or impose additional conditions; and
  - (d) refuse the application, but must not act unreasonably when doing so.

**Before Minor Renovations are carried out**

15. Before carrying out Minor Renovations an owner must:
- (a) give to the owners corporation evidence at those persons carrying out the work has:
    - (i) any requisite current licence to conduct the work;
    - (ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
    - (iii) insurance if required under section 92 of the *Home Building Act 1989*; and
    - (iv) workers compensation insurance if required by law,

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- (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (c) if the work involves:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.
- (d) if requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work; and
  - (iv) pay a \$3000 bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

**When Minor Renovations are being carried out**

16. When carrying out Minor Renovations an owner must:

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- (a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 4pm Monday to Friday only and not on weekends or public holidays. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 8am and 4pm in any week including a break between 12pm and 1pm (that is from Monday to Friday, excluding weekends public holidays) is prohibited; and
  - (ii) all other work between 8am and 4pm Monday to Friday and not on a Saturday and not on a weekend, public holiday or any other time,
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

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- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner’s lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water; and
- (m) give access to the owners corporation’s nominee access to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

**After Minor Renovations are carried out**

17. After carrying out Minor Renovations an owner must:

- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) give the access to the owners corporation’s nominee access to the lot to inspect the work;
- (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) if the work involved:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better,

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according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation; and
  - (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 17(d)(iii).

**Use of Minor Renovations**

- 18. An owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) does not unreasonably interfere with the peaceful use or enjoyment of an owner of another lot or any person lawfully using the common property; and
  - (b) complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

- 19. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

- 20. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work

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where necessary. The provisions of clauses 15 to 17 apply to any work the owner carries out to comply with this clause.

**Indemnity**

- 21. An owner indemnifies and keeps 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 the:
  - (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
  - (e) owner’s breach of any part of this by-law insofar as it related to Minor Renovations.

**Insurance**

- 22. An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner’s behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Bond**

- 23. The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- 24. The Owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**Costs**

**This is page 29 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

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

25. An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

**MAJOR RENOVATIONS**

26. An owner may only conduct Major Renovations in accordance with the following conditions:

- (a) the owners corporation must authorise the work by passing a special resolution in accordance with section 108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
- (b) a by-law is made by the owners corporation under or for the purposes of section 108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2; and
- (c) the by-law is registered and a recording made in the certificate of title comprising the common property.

27. An owner should undertake the process in clause 28 before presenting any motion referred to in clause 26 for the consideration of the owners corporation.

**Application to owners corporation for approval for Major Renovations**

28. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:

- (a) the owner’s name, address and telephone number;
- (b) the lot number connected with the works;
- (c) details of the work including plans, specifications, drawings, conditions, and notes;
- (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
- (e) an estimate of the duration and times of the work;
- (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;

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- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (i) the owner’s consent to the making of the by-law; and
- (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

**Determination of application for approval of Major Renovations**

29. When determining an application made in accordance with clause 28, an owners corporation may:
- (a) request further information from the owner in considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application in its original form, or with amendments to the motions required in clause 26; and
  - (d) refuse the application, but must not act unreasonably when doing so.

**GENERAL CONDITIONS FOR ALL RENOVATIONS**

30. One skip bin may be on the common property provided it is no more than 2m long.
31. For clarity, when undertaking either Cosmetic Works, Minor Works, or Major Renovations, in the absence of any limitation imposed by any Authority, only perform the works at the following times:
- (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 4pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 8am and 4pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

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- (ii) All other work between 8am and 4pm Monday to Friday only and not on a public holiday or any other time;

**BREACH OF THIS BY-LAW**

32. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):
    - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner; and
    - (iii) recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

**SCHEDULE OF APPROVED MINOR RENOVATIONS AND MAJOR RENOVATIONS**

33. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

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## SCHEDULE 1

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} (“the owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
  
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

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**Signatures.....**

**.....**

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## SCHEDULE 2

THAT the owners corporation SPECIALLY RESOLVES pursuant to section 108(5) of the Strata Schemes Management Act 2015 to make an additional by-law in the following terms and have it registered:

SPECIAL BY-LAW {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant section 108 of the Strata Schemes Management Act 2015 to the owner lot {INSERT LOT NUMBER} ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in ..... {INSERT DESCRIPTION OF THE DRAWINGS/ DIAGRAMS/ DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) "Act" means the *Strata Schemes Management Act 2015*;
  - (b) "Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) "Lot" means lot .....{INSERT LOT NUMBER};
  - (d) "Work" means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:

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- (i) reference to the singular includes the plural and vice versa;
- (ii) a thing includes the whole or part of it;
- (iii) a person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (iv) a document includes any amendment or replacement of it;
- (v) "including" and similar expressions are not words of limitation;
- (vi) headings are for convenience only and do not affect the interpretation of this by-law; and
- (vii) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

**Before work is carried out**

5. Before carrying out work, the owner must:

- (a) obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) give to the owners corporation evidence at those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*; and
  - (iv) workers compensation insurance if required by law;
- (c) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the Lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

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- (d) if the work involves:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or
  - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) if requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work; and
  - (iii) pay a \$3000 bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

**When work is being carried out**

- 6. When carrying out work, the owner must:
  - (a) comply with any condition or requirement of any Authority;
  - (b) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) ensure that any contractors are adequately supervised to ensure compliance with these conditions;

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- (d) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited; and
  - (ii) all other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's Lot, closed at all times while the works are being conducted;

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- (l) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) not use common property power or water; and
- (n) give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

**After work is carried out**

7. After carrying out work, the owner must:

- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) give the access to the owners corporation's nominee access to the Lot to inspect the work;
- (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) if the work involved:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or
  - (ii) the installation or replacement of wood or other hard floors,
 to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

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- (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation; and
- (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

**Use of work**

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property; and
  - (b) complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

**Indemnity**

11. The owner indemnifies and keeps 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 the:
- (a) performance of the work;

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- (b) use of the work;
- (c) failure to comply the duty to maintain, repair, renew or replace;
- (d) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
- (e) owner’s breach of any part of this by-law.

**Insurance**

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner’s behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Bond**

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**BREACH OF THIS BY-LAW**

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):
    - (i) without prejudice to any other rights, enter upon any part of the Lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner; and

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- (iii) recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

**Costs**

- 16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

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## SPECIAL BY-LAW 15 – Household Moves

### PART 1 DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
- (a) Bulky Goods means any large furniture or any large object, including large household items. Bulky Goods does not include or mean small furniture or equipment such as single chairs, small furniture items, food or drink.
  - (b) Goods means an item or items of personal property owned or used by an Owner or Occupier.
  - (c) Lift means the common property lift allocated to an Owner or Occupier for use in moving furniture and equipment in and out of the building.
  - (d) Lot means a lot in strata scheme 18604.
  - (e) Owner or Occupier in respect of a lot means the owner or occupier of that Lot.
  - (f) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 18604.
- 1.2 In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in this by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
  - (d) references to legislation includes references to amending and replacing legislation.

### PART 2 CONDITIONS

- 2.1 An Owner or Occupier must not transport any Bulky Goods to or from the Lot through or on common property without the approval of the Owners Corporation (or strata committee) under this by-law.
- 2.2 An Owner or Occupier must:

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- (a) apply to the Owners Corporation (or strata committee) at least 48 hours before any Bulky Goods are to be transported through the common property;
- (b) ensure that the transportation of the Bulky Goods is supervised by the Owner or Occupier or some other person advised to the Owners Corporation;
- (c) ensure that any tradesperson, delivery company, removalist, representative or the like comply with the terms of this by-law;
- (d) pay a refundable bond to the Owners Corporation being an amount determined by the strata committee from time to time;
- (e) only use the Lift determined by the Owners Corporation;
- (f) transport the Bulky Goods through common property during the hours of 9.00am and 4.00pm between Mondays and Fridays (public holidays excluded) with a maximum of three (3) hours only allowed for the move;
- (g) make a written application to the Owners Corporation regarding transporting Bulky Goods through common property on a Saturday (outside of public holidays) and only between the hours of 9.00am and 4.00pm. This will entail an additional out of hours supervisory and handling fee of \$150.00 (payable at the time of written application) which is non- refundable;
- (h) ensure that the Lift and common property is left in a clean and tidy state after the transportation of the Bulky Goods has occurred;
- (i) ensure that the interior of the Lift is adequately protected with lift curtains and padding prior to and during the transportation of the Bulky Goods in the building;
- (j) properly ensure that the transportation of the Bulky Goods does not interfere with or damage the Lift, the common property or the property of any other lot owner and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time, at their own cost; and
- (k) comply with the directions given by the Owners Corporation (or its representative) which also have the right to terminate the transportation of Bulky Goods that are unauthorised and/or outside of specified hours or where a move exceeds the specified (3) hours.

2.3 If a Lot is leased, the Owner must:

- (a) promptly notify their real estate or other agent of this by-law; and

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- (b) ensure that a copy of this by-law is provided to the Occupier in accordance with section 186 of the *Strata Schemes Management Act 2015*.

2.4 The Owners Corporation must:

- (a) deal with any application under clause 2.2(a) in a timely manner; and
- (b) return the bond or balance remaining after the Owners Corporation’s costs have been deducted under the by-law (including but not limited to costs under clause 3.1), within 1 month of the transportation of the Bulky Goods or the completion of any required repairs in accordance with clause 2.2(i), to the satisfaction of the Owners Corporation, whichever is the later.

**PART 3  
ENDURING OBLIGATIONS**

3.1 An Owner or Occupier:

- (a) must comply with any approval or directions of the Owners Corporation given under this by-law;
- (b) must comply with any approval or directions of the Building Manager given under this by-law;
- (c) remains liable for any damage to lot or common property arising out of the transportation of the Bulky Goods; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the transportation of the Bulky Goods to the extent permitted by law.

**SPECIAL BY-LAW 16 – Electronic Keeping of Records and Service of Documents**

1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.
2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.
3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.

**This is page 45 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures:**.....

.....

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

- 4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.
- 5. The owners corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.
- 6. The strata committee may waive the requirements in clauses 4 and 5 for an owner who does not have an email address.

### **SPECIAL BY-LAW 17 – Electronic Voting**

#### **Definitions and Interpretation**

- 1. In this by-law:
  - (a) “Act” means the *Strata Schemes Management Act 2015*;
  - (b) “Electronic Voting” means a vote cast on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference), while participating in a meeting from a remote location.
- 2. Unless the context or subject matter otherwise indicates or requires:
  - (a) Reference to the singular includes the plural and the plural includes the singular
  - (b) “Including” and similar expressions are not words of limitation;
  - (c) Headings are for convenience only and do not affect the interpretation of this by-law;
  - (d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### **Determination to allow Electronic Voting**

- 3. This by-law applies if the owners corporation or the strata committee has made a determination to allow Electronic Voting.

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4. A determination to allow Electronic Voting remains in force until revokes and may only be revoked by the owners corporation, or if the determination was made by the strata committee, by the strata committee of owners corporation.
5. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.

**The Electronic Voting process**

6. Electronic Voting must be conducted by way of an electronic ballot.
7. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter's choice on the motions to be voted on means of indicating the voter's choice on the motions to be voted on.
8. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
  - (a) Access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
  - (b) Information concerning:
    - (i) How the ballot paper must be completed;
    - (ii) The deadline for submission of the ballot paper;
    - (iii) If voting is by email, the address where the ballot paper is to be returned;
    - (iv) If voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;
  - (c) Access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy, if the vote is a proxy vote.
9. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
10. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

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- 11. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:
  - (a) Review all information and reports about the electronic ballot;
  - (b) Reject as informal any votes that do not comply with the requirements of this by-law;
  - (c) Ascertain the result of the electronic ballot;
  - (d) Make a written or electronic record of the result of the electronic ballot;
  - (e) Announce or publish the result of the ballot.

**Informal votes**

- 12. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote.
- 13. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is informal.

**Secret ballots**

- 14. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

**SPECIAL BY-LAW 18 – Adoption of Common Property Memorandum**

The Owners Corporation adopts the common property memorandum prescribed for the purposes of Section 107 of the *Strata Schemes Management Act 2015*, a copy of which is annexed to this by-law and marked with the letter "A".

**This is page 48 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

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"A"

**Common property memorandum**

**Owners corporation responsibilities for maintenance, repair or replacement**

<p><b>1. Balcony and courtyards</b></p>	<ul style="list-style-type: none"><li>(a) columns and railings</li><li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li><li>(c) balcony ceilings (including painting)</li><li>(d) security doors, other than those installed by an owner after registration of the strata plan</li><li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li><li>(f) common wall fencing, shown as a thick line on the strata plan</li><li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li><li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li><li>(i) walls of planter boxes shown by a thick line on the strata plan</li><li>(j) that part of a tree which exists within common property</li></ul>
<p><b>2. Ceiling/Roof</b></p>	<ul style="list-style-type: none"><li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</li><li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</li><li>(c) guttering</li><li>(d) membranes</li></ul>
<p><b>3. Electrical</b></p>	<ul style="list-style-type: none"><li>(a) air conditioning systems serving more than one lot</li><li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li><li>(c) fuses and fuse board in meter room</li><li>(d) intercom handset and wiring serving more than one lot</li></ul>

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	<ul style="list-style-type: none"> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) lifts and lift operating systems</li> </ul>
4. Entrance door	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic closer</li> <li>(c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
5. Floor	<ul style="list-style-type: none"> <li>(a) original floorboards or parquetry flooring affixed to common property floors</li> <li>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>
6. General	<ul style="list-style-type: none"> <li>(a) common property walls</li> <li>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> </ul>

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	<ul style="list-style-type: none"> <li>(c) any door in a common property wall (including all original door furniture)</li> <li>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li>(l) gym equipment</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>(d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> </ul>

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	(b) insect-screens, other than those installed by an owner after the registration of the strata plan  (c) original lock or other lock if subsequently replacement by the owners corporation
--	---

**Lot owner responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan  (b) that part of a tree within the cubic space of a lot
<b>2. Ceiling/Roof</b>	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
<b>3. Electrical</b>	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
<b>4. Entrance door</b>	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes

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<p><b>5. Floor</b></p>	<ul style="list-style-type: none"> <li>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>(b) lacquer and staining on surface of floorboards or parquetry flooring</li> <li>(c) internal carpeting and floor coverings, unfixed floating floors</li> <li>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>
<p><b>6. General</b></p>	<ul style="list-style-type: none"> <li>(a) internal (non-common property) walls</li> <li>(b) paintwork inside the lot (including ceiling and entrance door)</li> <li>(c) built-in wardrobes, cupboards, shelving</li> <li>(d) dishwasher</li> <li>(e) stove</li> <li>(f) washing machine and clothes dryer</li> <li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>(h) internal doors (including door furniture)</li> <li>(i) skirting boards and architraves on non-common property walls</li> <li>(j) tiles and associated waterproofing affixed to non-common property walls</li> <li>(k) letterbox within a lot</li> <li>(l) pavers installed within the lot's boundaries</li> <li>(m) ducting cover or structure covering a service that serves a single lot</li> </ul>
<p><b>7. Parking/Garage</b></p>	<ul style="list-style-type: none"> <li>(a) garage door remote controller</li> <li>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>(c) light fittings inside the lot where the light is used exclusively for the lot</li> </ul>

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	(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
<b>8. Plumbing</b>	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
<b>9. Windows</b>	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

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### SPECIAL BY-LAW 19

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 41 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Renovations to Unit 41 as per the attached scope of works and documentation/drawings copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

#### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) "Act" means the *Strata Schemes Management Act 2015*;
  - (b) "Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) "Lot" means lot 41
  - (d) "Work" means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;

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- (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence at those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or

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- (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

- (e) If requested by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

- (iii) Pay a \$3000 bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

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- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 4pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 8am and 4pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 4pm Monday to Friday only and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

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- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) The installation or replacement of wood or other hard floors;
 to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed

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.....

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in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of work

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

- 11. The owner indemnifies and keeps 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 the:
  - (a) Performance of the work;
  - (b) Use of the work;

**This is page 60 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures:**.....

.....

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

- (c) Failure to comply the duty to maintain, repair, renew or replace;
- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

BREACH OF THIS BY-LAW

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
- (b) If the owner fails to comply with the request in sub clause (a):
  - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by- law or an order from council, a Court or a Tribunal;
  - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
  - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple

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**Signatures**.....

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interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

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**Signatures.....**

**.....**

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

**PROJECT: 41/171 Walker St, North Sydney NSW 2060**

---

**DEMOLITION**

Removal of existing kitchen  
Removal of existing wardrobes & other cabinetry  
Entrance/corridor tiles strip out  
Kitchen floor tile strip out  
Dispose of all rubbish

---

**INSTALLATION**

Kitchen cabinetry  
Wardrobes  
Desk & Library  
Storage cabinetry  
Entertainment unit  
Bar cabinets  
Kitchen breakfast bar  
Bar benchtop  
Dining benchtop

---

**PLUMBING (KITCHEN AREA): (No plumbing relocation)**

Capping off services prior to removing existing kitchen  
Installation of sink  
Installation of tap  
Installation of integrated dishwasher  
Installation of integrated fridge  
Installation of integrated freezer

---

**ELECTRICAL (KITCHEN AREA):**

Isolating of all electrical wiring prior to removing existing kitchen  
Installation of range hood  
Installation of oven  
Installation of Microwave  
Installation of cooktop  
Installation of under wall cabinet lighting  
\*Upgrading powerlines will incur extra charges\*

---

**ENSUITE BATHROOM:**

Full strip out  
Waterproofing all wet areas  
Floor tiling  
Wall tiling to ceiling  
Installation of toilet suite  
Installation of custom made vanity  
Installation of bath tub  
Installation of Shower-screen

This is page 63 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

Names: .....

Signatures.....

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Installation of shower/bath mixers  
Installation of bath spout  
Installation of showerhead  
Installation floor grates  
Installation of heated towel rail  
Installation of accessories (Toilet roll holder, hand towel rail)  
Installation of underfloor heating  
Installation of bathroom heater exhaust fan with light  
Installation of new power points  
Installation of new LED ceiling lights  
Installation of new ceiling  
Painting new ceiling

---

**BATHROOM:**

---

Full strip out  
Waterproofing all wet areas  
Floor tiling  
Wall tiling to ceiling  
Installation of toilet suite  
Installation of custom made vanity  
Installation of Shower-screen  
Installation of shower mixer  
Installation of bath spout  
Installation of showerhead  
Installation floor grates  
Installation of heated towel rail  
Installation of accessories (Toilet roll holder, hand towel rail)  
Installation of underfloor heating  
Installation of bathroom heater exhaust fan with light  
Installation of new power points  
Installation of new LED ceiling lights  
Installation of new ceiling  
Painting new ceiling

---

**LAUNDRY + CORRIDOR/ENTRANCE & KITCHEN FLOOR TILING**

---

Waterproofing  
Floor tiling  
Wall tiling to ceiling  
Installation of laundry cabinetry & sink

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Signatures.....

.....

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15/08/2018

**DENPLEX ENTERPRISES PTY-LTD**  
**ABN: 14 624 340 649**  
**94 Penshurst St, Willoughby NSW 2068**  
**info@denplex.design**  
**0452 040 053**

Dear Sir/Madam,

We are a design and supply only company of high-end kitchens and architectural products predominantly servicing the North Shore area and we are pleased that the Govenders have chosen us to design and supply them with our products.

We will also be helping Mr. Govender with the project management of his renovation to ensure that his trades follow our designs and execute the works accordingly.

The scope of works that Mr Govender submitted to the Strata would be what needs to be project managed. The designing and planning stages is all completed and we have now entered into a formal arrangement so the project can commence and we can assist Mr. Govender project manage his project.

Mr Govender has brought to my notice the noise factor and its impact to the local residents and most importantly I believe a newborn baby and with this in mind you could be assured that we will do everything possible and within our power to keep the noise impact to the bare minimum.

Unfortunately noise is one of the major factors with renovation but we would do our very best to keep it at minimum.

**Below is the proposal to carry out the renovations:**

From the time of approval from the Strata, below is the plan of action:

- The job will take no more than 8 weeks from start to finish. There will be about one weeks where there will be no work undertaken as we will be awaiting for the delivery of cabinetry, also once the cabinetry is installed, understandably the stone mason would have to check measure the benchtop and deliver within working 10 days from check measure (this can only be done after the kitchen cabinets are completely installed)
- The length of the overall renovation period can be reduced by ordering the cabinetry as soon as possible (even prior to commencing the renovation work) as high end cabinetry takes 8 weeks to be manufactured as some accessories are imported from Germany.
- During week 1, the strip out of the existing bathrooms, laundry, kitchen and wardrobe cabinets will be carried out.
- Now to the noisiest part being the removal of the existing tiles and it is planned to be carried out in one go to all hard areas and whilst it would be noisy this will be contained to no more than 3-4 days. Mr. Govender is happy to put a notice in the lift to inform all residents of the more excessive noise and most importantly the mother of the newborn baby (I am a father to a very young family and a baby on its way so be rest assured we will do all in our power to factor this).
- Please note that all necessary measures will be taken to keep all common areas clean by covering the floor in all common areas and clean these areas on a daily basis before leaving the site.
- Thereafter noise levels will decrease substantially except for the occasional drilling and chasing.
- Removal of rubbish from site requires access from Berry Street and it is our plan to have it removed within days after the tiles and cabinets have been disassembled.
- My phone number as an additional point of contact in terms of the project management and inquiries can also be added on the notice if needed.

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Names: .....

Signatures.....

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- Mr. Govender appreciates receiving the approval from Strata as soon as possible in order for Mr. Anand to start the process and the sooner he starts the sooner the job can be completed and least inconvenience to all residents. The Govenders are also super keen in wanting to get this done and dusted ASAP as during the construction phase they would have to find alternative accommodation. Mr. Govender will only contract professional and licensed trades to carry out the works. Mr. Govender will forward a copy of all trades licenses and certificate of currency.

Await your favourable response being sent to Mr. Govender he can start getting his trades ready to start.

This is page 66 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

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**Michael Vumbaca**

---

**Subject:** FW: renovation proposal to Unit 41/171 Walker St North Sydney - please approve

**Week 1:**

- Strip out of bathroom, ensuite & laundry
- Removal of existing kitchen
- Removal of existing wardrobes
- Chasing

Most of the noise period will be during the first week of renovation.

**Week 2-3:**

- Lighting (Cut out in ceilings for new LED down lights
- Plumbing
- Preparing wet areas for waterproofing
- Waterproofing

During weeks 2 and 3 the level noise will be at minimal.

**Week 4-5:**

- Painting
- Tiling

During weeks 4 and 5 the level noise is very low and not consistent.

**Week 6-7:**

- Fitting bathroom PC items
- Installation of cabinetry part 1 of 2

During week 6 there will be occasional noise due to drilling into tiles (eg: showerscreen installation; vanity installation ; bathroom accessories installation & occasional drilling to put cabinets together)

**Week 8:**

- Installation of cabinetry part 2 of 2

During week 8 there will be minimal noise (eg: occasional drilling to put cabinets together).

In addition to the above, upon completing the kitchen cabinets installation, the stone mason will check measure the Benchtop & splash backs which will be delivered & installed within 10 working days. There will very minimal noise as all cutting will be done in the factory.

Sent: Wednesday, August 22, 2018 2:13:56 PM

Subject: Trades & Insurances + Bathroom Design

Hi Anand,

By Law Form 1 the seal of the Office of the Registrar-General was affixed on the 22 day of January 2021 in the presence of:

Names: .....

Signatures.....

.....

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

Please find attached photos of the bathroom concept.  
As discussed, we have selected the finest Italian tiles (Calacatta design) in 450 x 900mm Matt finish.

Below are the tradesmen & what work they are carrying:

**Name: Rami Kayllo**  
License number: 293504C  
Works: Electrical

**Name: Ibrahim Abosh**  
License number: 306649C  
Works: Strip out, Plumbing, Waterproofing & Tiling  
Ibrahim is contracting a licensed tiler to do the Tiling:  
**Name: Omar Merhy**  
License number: 291970C

In regards to bathroom design and due to time constraints, the Govenders have full understanding of the bathroom renovation.

Everything will be positioned the same as current. As per scope of works, the strip out will be carried out first, Waterproofing, Tiling then fitting off a new shower screen, toilet, vanity and accessories.

This is page 68 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

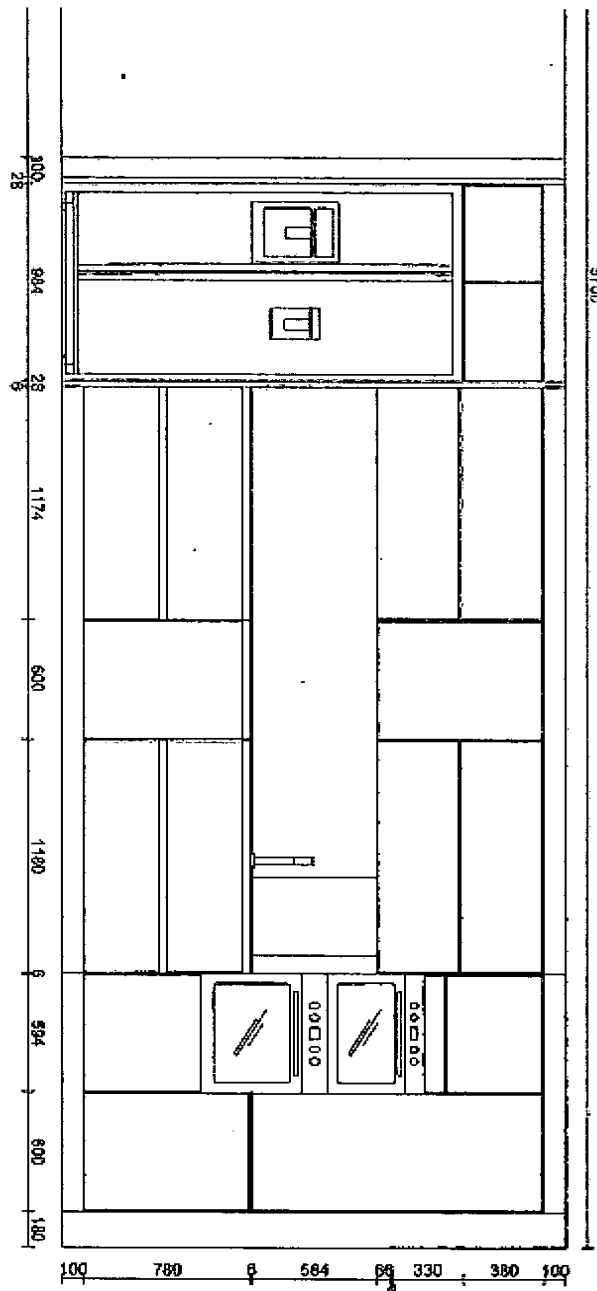
Names: .....

Signatures.....

.....

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Scale: Fk to Fraza Wall Number: WALL - 1



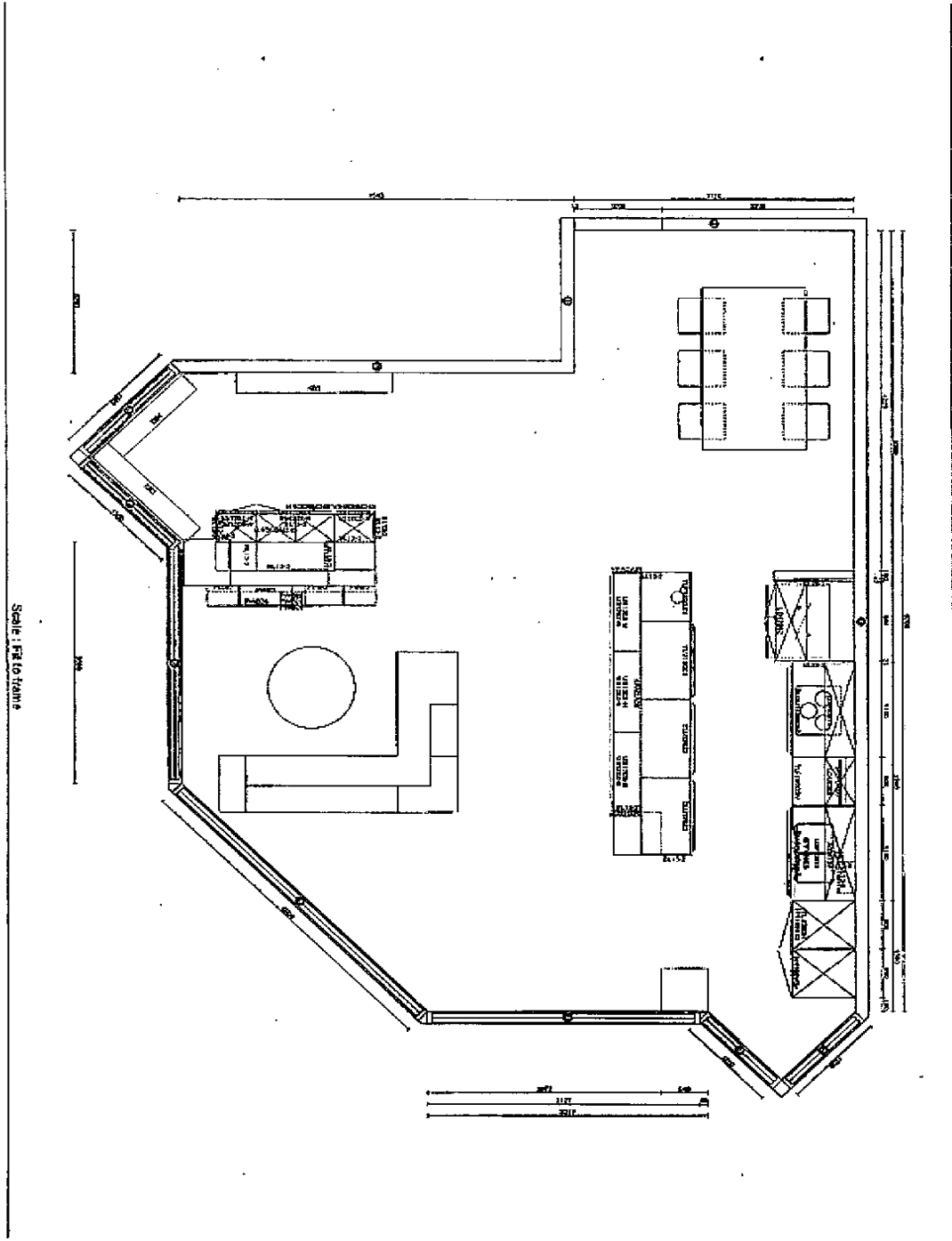
This is page 69 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

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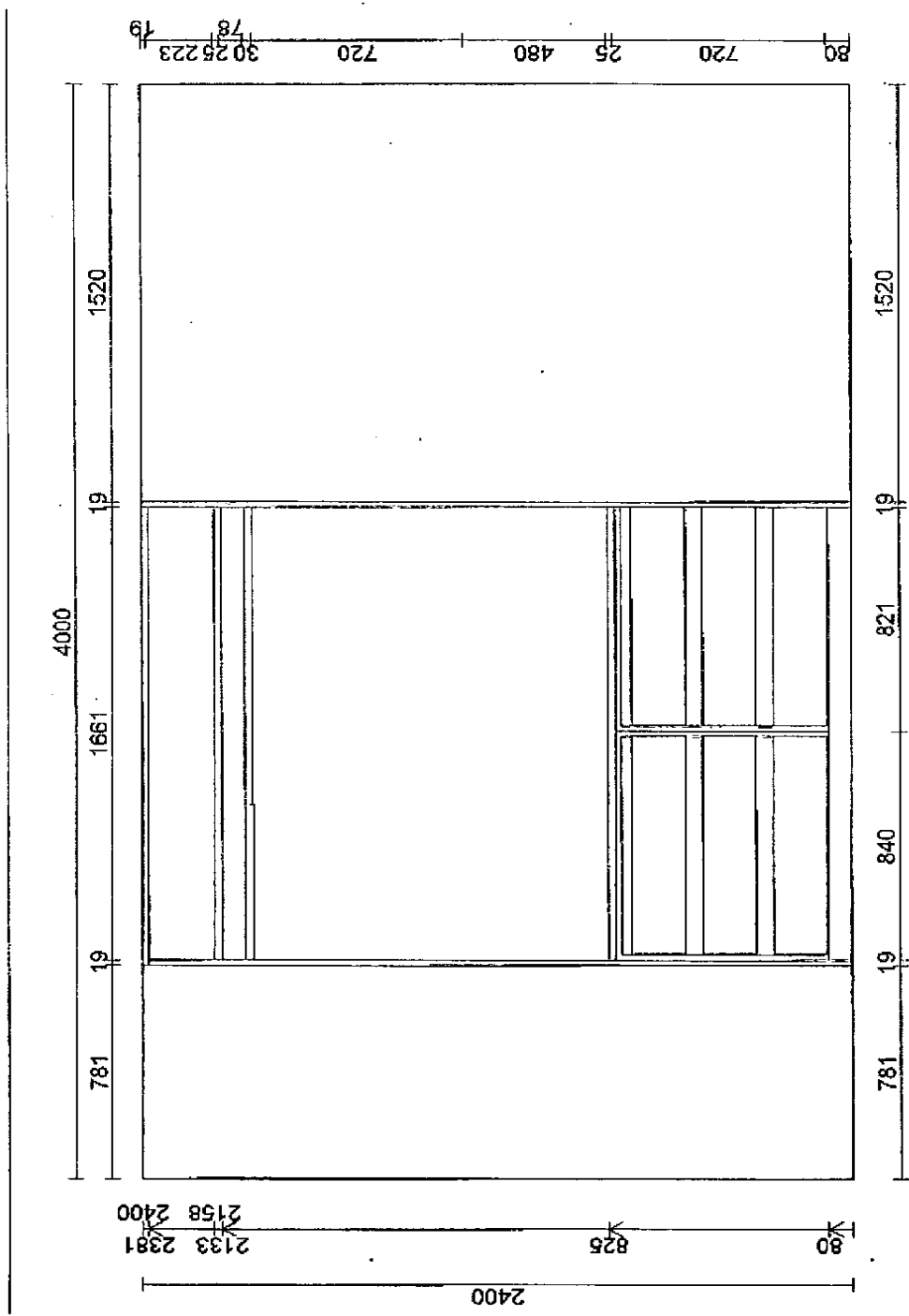


This is page 70 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

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.....

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**SPECIAL BY-LAW 20**

1. The owners corporation has given authority pursuant section 108 of the Strata Schemes Management Act 2015 to the owner lot 50 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:

**(a) Main Bathroom (Existing):**

Strip out vanity, shower, bath and toilet

Remove all wall and floor tiles & make good substrate.

Waterproof membrane walls and floors

Tile floors and walls

Install shower screen & shower head (as per sketch bathroom laundry 1)

Install toilet (use existing toilet - in same location)

Install vanity, sink & taps

Install new cabinet & new Mirror

Install new laundry cupboard for washer/dryer

**Bathroom/Laundry**

Strip out vanity, toilet, laundry tub and storage cupboard

Remove & relocate laundry door to corridor (Reuse door)

Remove all wall and floor tiles & make good substrate

Waterproof membrane walls and floors

Tile floors and walls

Install shower screen and shower head

Install toilet (Using existing toilet - in same location)

Install vanity, sink & taps & mirror above

**This is page 73 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

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**Signatures:** .....

.....

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described in THE DRAWINGS/ DIAGRAMS/ DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and

- (a) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
  3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) “Act” means the *Strata Schemes Management Act 2015*;
  - (b) “Authority” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “Lot” means lot 50;
  - (d) “Work” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) reference to the singular includes the plural and vice versa;
    - (ii) a thing includes the whole or part of it;
    - (iii) a person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) a document includes any amendment or replacement of it;
    - (v) “including” and similar expressions are not words of limitation;

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- (vi) headings are for convenience only and do not affect the interpretation of this by-law; and
- (vii) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

**Before work is carried out**

5. Before carrying out work, the owner must:

- (a) obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) give to the owners corporation evidence that those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*; and
  - (iv) workers compensation insurance if required by law;
- (c) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the Lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) if the work involves:
  - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or
  - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating

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**Names:** .....

**Signatures:** .....

.....

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promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

- (e) if requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work; and
  - (iii) pay a \$3000 bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

**When work is being carried out**

6. When carrying out work, the owner must:

- (a) comply with any condition or requirement of any Authority;
- (b) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 4pm Monday to Friday only and not

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**Names:** .....

**Signatures:** .....

.....

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weekends or public holidays. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 8am and 4pm in any week including a break between 12pm and 1pm (that is from Monday to Friday, excluding public holidays) is prohibited; and

- (ii) all other work between 8am and 4pm Monday to Friday and not on a Saturday and not on a weekend, public holiday or any other time;
- (g) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner’s Lot, closed at all times while the works are being conducted;
- (l) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) not use common property power or water; and
- (n) give access to the owners corporation’s nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

**After work is carried out**

**This is page 77 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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7. After carrying out work, the owner must:
- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
  - (b) give the access to the owners corporation’s nominee access to the Lot to inspect the work;
  - (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
  - (d) if the work involved:
    - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or
    - (ii) the installation or replacement of wood or other hard floors,
 to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
  - (e) If required by the owners corporation:
    - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
    - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
    - (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation; and

**This is page 78 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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- (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

**Use of work**

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property; and
  - (b) complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

**Indemnity**

- 11. The owner indemnifies and keeps 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 the:
  - (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace; and
  - (e) owner’s breach of any part of this by-law.

**Insurance**

**This is page 79 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner’s behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Bond**

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**BREACH OF THIS BY-LAW**

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
- (b) if the owner fails to comply with the request in sub clause (a):
  - (i) without prejudice to any other rights, enter upon any part of the Lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
  - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner; and
  - (iii) recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts

**Costs**

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing

**This is page 80 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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



required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

**This is page 81 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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



Ms Sharon Pogson  
Jamesons Strata Management  
Level 1, 60 Harbour St (Cnr Military Road)  
Mosman NSW 2088

Dear Sharon,

We have spoken on the telephone and I would like to give you an update on my plans to renovate the unit I am purchasing, 50/171 Walker Street, Strata Plan 18604. Later today, you should receive my renovation proposal that has been prepared by my builder, Astree Contracting Pty Ltd, which includes everything contained in Special By – Law 7 paragraph 26.

Why am I doing a renovation?

The main bathroom is compromised and there has been water leaking into the second bedroom, so I need to strip out the bathroom, then waterproof, retile and refurbish. This compromise means I have to repair bedroom 2 after the wall has been properly repaired. So, while I doing this work, I want to rework the second bathroom.

Strata Committee Meeting

At the Meeting held on the 8<sup>th</sup> of April, I noted that at 5.2.3 that you outsourced a review of renovation applications.

The reason for emailing this is so that it could be put to the Executive Committee for the next meeting, which I think will be on the 9<sup>th</sup> of June. Assuming the Executive Committee outsources the review of my renovation application, it might be possible to resolve to have your firm call on Extraordinary General Meeting when you receive that review and approval.

Other

Please be assured that I will be a long-term occupier and I will be most carefully not to upset neighbors both during the renovation and after I move in.

Special By – Law 7 paragraph 26 (f) – Yes I am responsible for the cost of the owner's corporation considering the application.

Yours faithfully,

R. David Macdonald

This is page 82 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

Names: .....

Signatures.....

.....

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

Mr David MacDonald  
50/171 Walker street,  
North Sydney

**Scope of Works – Refurbishment Agreement**

**Main Bathroom (Existing):**

- Strip out vanity, shower, bath and toilet
- Remove all wall and floor tiles & make good substrate.
- Waterproof membrane walls and floors
- Tile floors and walls
- Install shower screen & shower head (as per sketch bathroom laundry 1)
- Install toilet (use existing toilet – in same location)
- Install vanity, sink & taps
- Install new cabinet & new Mirror
- Install new laundry cupboard for washer/dryer

**Bathroom/Laundry**

- Strip out vanity, toilet, laundry tub and storage cupboard
- Remove & relocate laundry door to corridor (Reuse door)
- Remove all wall and floor tiles & make good substrate.
- Waterproof membrane walls and floors
- Tile floors and walls
- Installation of false wall to accommodate new shower head and plumbing
- Install shower screen
- Install toilet (Using existing toilet - in same location)
- Install vanity, sink & taps & mirror above

**Exclusions:**

1. No modifications to ceilings or entry door in bathroom 1.
  2. No modifications to ceilings or entry door in bathroom WC 2.
  3. No modifications to ceilings in new shower in bathroom 2.
  4. No modifications to sprinkler head adjustments.
  5. All light fittings, new or replacement
  6. Repair/replacement of ceilings
7. Mechanical exhausts to laundry & bathrooms.

**Notes:**

- Work hours 8am – 4pm Monday to Friday
- Start date to be confirmed by client. (Assume 25<sup>th</sup> July 2019)
- Estimated program 4weeks

This is page 83 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

Names: .....

Signatures.....

.....

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



Sketch 2.

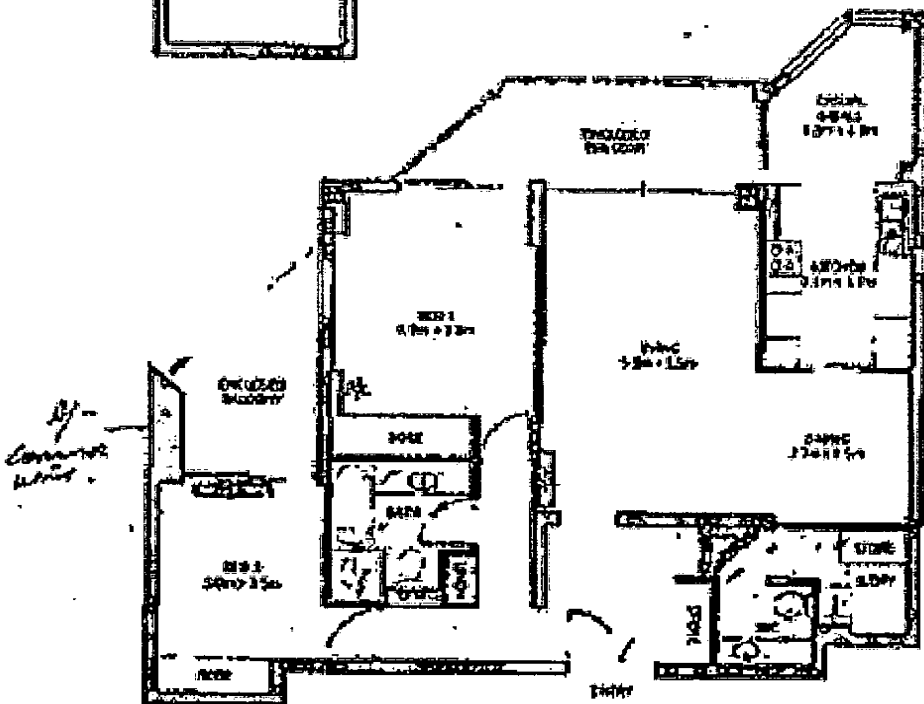
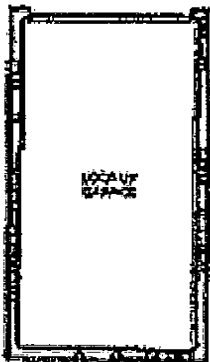
Plan Plan New Works



1 - Upgrade lift shaft - Location Review Stage.

2 - Relocate Entry door to Building 2.

3 - Relocate lift shaft to Building 1 and Building 2.



50/171 Walker Street, North Sydney

FLOOR AREA 148m<sup>2</sup>  
GARAGE AREA 26m<sup>2</sup>  
TOTAL AREA 174m<sup>2</sup>

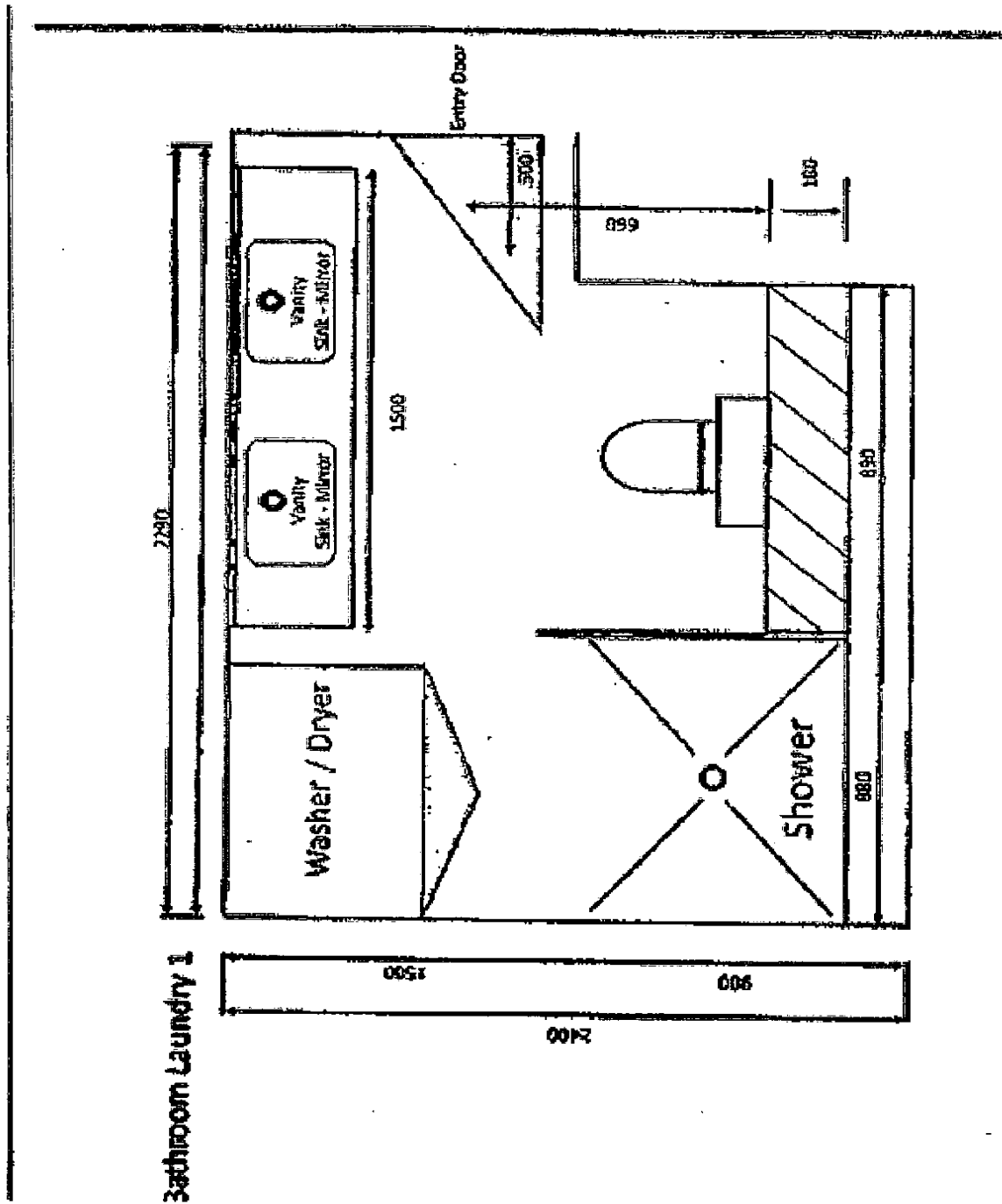


This is page 85 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

Names: .....

Signatures.....

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

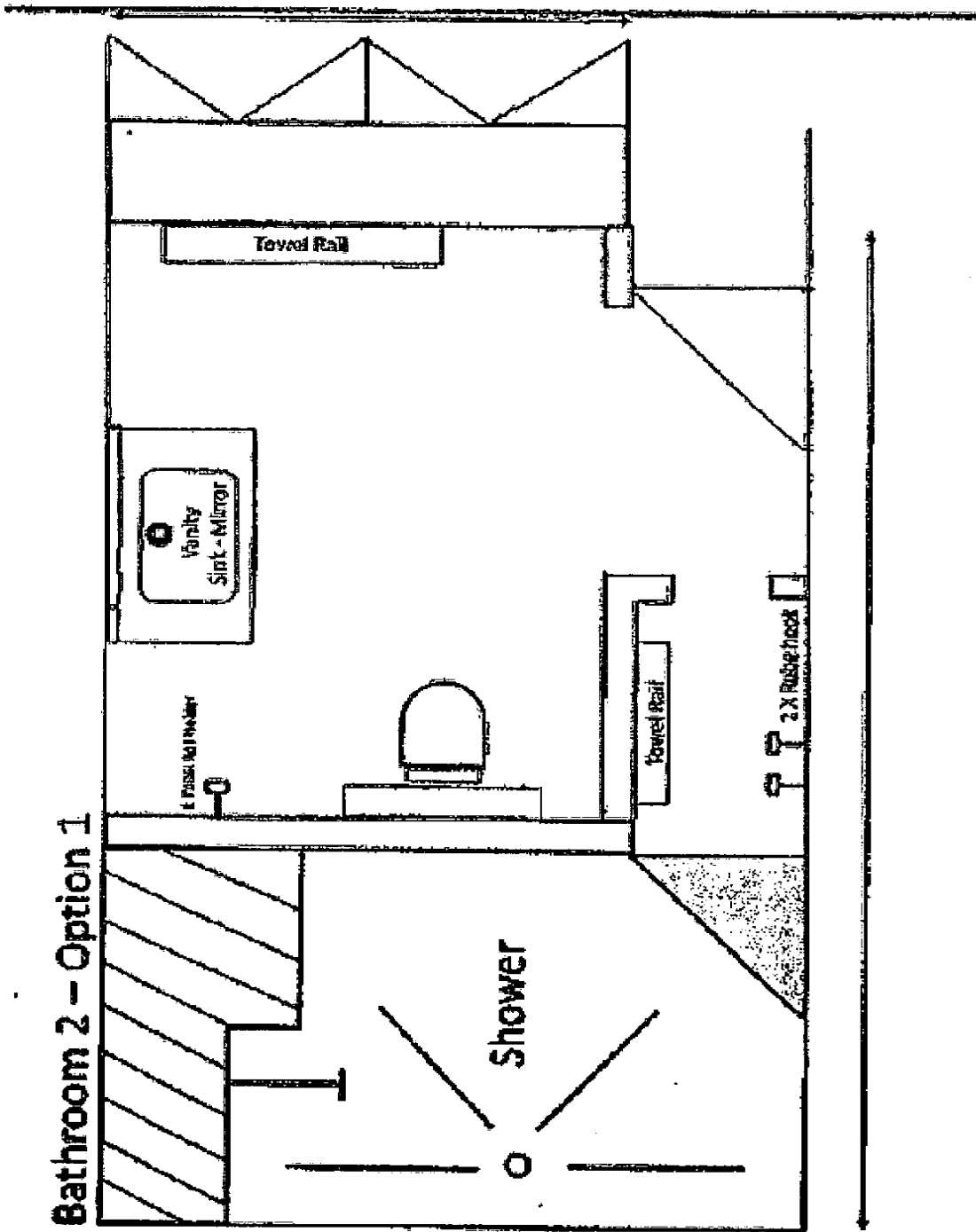


This is page 86 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

Names: .....

Signatures: .....

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



This is page 87 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

Names: .....

Signatures.....

.....

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





**SPECIAL BY-LAW 21**

- 1. The owners corporation has given authority pursuant s.108 of the Strata Schemes Management Act 2015 to the owner lot 58 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Major renovation works to bathroom described in the drawings/ diagrams/ documents outlining the nature of the works to be undertaken, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
- 2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
- 3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

**SCHEDULE OF CONDITIONS**

- 4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot .....58;
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;

**This is page 89 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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

- (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

---

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;
  - or

**This is page 90 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures**.....

.....

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

- (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

- (e) If requested by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

- (iii) Pay a \$3000 bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

---

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

**This is page 91 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

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

- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 4pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 8am and 4pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 8am and 4pm Monday to Friday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

**This is page 92 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

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

- (m) Not use common property power or water;
- (n) Give access to the owners corporation’s nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

---

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation’s nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) If the work involved:

- (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
- (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

(e) If required by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed

**This is page 93 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

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

in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of work

---

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

---

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

---

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

---

11. The owner indemnifies and keeps 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 the:
- (a) Performance of the work;

**This is page 94 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

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

- (b) Use of the work;
- (c) Failure to comply the duty to maintain, repair, renew or replace;
- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) Owner’s breach of any part of this by-law.

Insurance

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner’s behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

---

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

BREACH OF THIS BY-LAW

---

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
- (b) If the owner fails to comply with the request in sub clause (a):
  - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
  - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;

**This is page 95 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

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

- (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

---

- 16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

**SPECIAL BY-LAW 22**

- 1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 68 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Major renovation works to internal areas described in Drawing SK-01 (by Advanz Group) and document SP18604 Lot 68 171 Walker St North Sydney Renovation Scope of Works - 1 (by Advanz Group), copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
- 2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
- 3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

**SCHEDULE OF CONDITIONS**

- 4. In this schedule:
  - (a) "Act" means the *Strata Schemes Management Act 2015*;

**This is page 96 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

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



- (b) **“Authority”** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
- (c) **“Lot”** means lot .....{INSERT LOT NUMBER};
- (d) **“work”** means the work referred to in clause 1 of this by-law;
- (e) Unless the context or subject matter otherwise indicates or requires:
  - (i) Reference to the singular includes the plural and vice versa;
  - (ii) A thing includes the whole or part of it;
  - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
  - (iv) A document includes any amendment or replacement of it;
  - (v) “Including” and similar expressions are not words of limitation;
  - (vi) Headings are for convenience only and do not affect the interpretation of this by- law;
  - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

---

- 5. Before carrying out work, the owner must:
  - (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
  - (b) Give to the owners corporation evidence at those persons carrying out the work has:
    - (i) Any requisite current licence to conduct the work;
    - (ii) Contractors’ all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);

**This is page 97 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

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

- (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
- (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
  - (iii) Pay a \$3000 bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;

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**Names:** .....

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.....

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

- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 4pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 8am and 4pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 8am and 4pm Monday to Friday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

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**Names:** .....

**Signatures:** .....

.....

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

- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner’s lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation’s nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

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7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation’s nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better,

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**Names:** .....

**Signatures:** .....

.....

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

according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of work

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- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

---

- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

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- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work

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**Names:**.....

**Signatures**.....

.....

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

where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

**Indemnity**

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- 11. The owner indemnifies and keeps 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 the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner’s breach of any part of this by-law.

**Insurance**

---

- 12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner’s behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

**Bond**

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- 13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- 14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**BREACH OF THIS BY-LAW**

---

- 15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

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**Names: .....**

**Signatures.....**

**.....**

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

- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
- (b) If the owner fails to comply with the request in sub clause (a):
  - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
  - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
  - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

**SPECIAL BY-LAW 23 – Lot 69 Renovation**

- 1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 69 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) A complete renovation of the apartment finishes, fixtures and fittings. Includes removal of non load bearing walls and a complete renovation of the kitchen, laundry, bathroom and ensuite as described in Attachment 1, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
- 2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and

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**Signatures**.....

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

additions to the common property, and the new structures on the common property, made in the course of the authorised works.

- 3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

**SCHEDULE OF CONDITIONS**

4. In this schedule:

- (a) **“Act”** means the *Strata Schemes Management Act 2015*;
- (b) **“Authority”** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
- (c) **“Lot”** means lot 69;
- (d) **“work”** means the work referred to in clause 1 of this by-law;
- (e) Unless the context or subject matter otherwise indicates or requires:
  - (i) Reference to the singular includes the plural and vice versa;
  - (ii) A thing includes the whole or part of it;
  - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
  - (iv) A document includes any amendment or replacement of it;
  - (v) “Including” and similar expressions are not words of limitation;
  - (vi) Headings are for convenience only and do not affect the interpretation of this by- law;
  - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

---

5. Before carrying out work, the owner must:

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**Signatures:** .....

.....

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



- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence at those persons carrying out the work has:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;  
or
  - (ii) The installation or replacement of wood or other hard floors;to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved

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**Signatures:** .....

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

application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

---

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

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**Signatures:** .....

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

- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

---

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and

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

provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

- (d) If the work involved:
  - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
  - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause S(e)(ii).

Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:

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**Names:** .....

**Signatures:** .....

.....

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

- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
- (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

---

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

---

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

---

11. The owner indemnifies and keeps 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 the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner’s breach of any part of this by-law.

Insurance

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner’s behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

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This is page 109 of a total of 110 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

Names: Paul Culbi Strata Manager

Signatures: 

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



- 13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- 14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

**BREACH OF THIS BY-LAW**

---

- 15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
  - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

**Costs**

---

- 16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts

This is page 110 of a total of 110 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 18604 was affixed on the 12<sup>th</sup> day of January 2021 in the presence of:

Names: Paul Culbi Strata Manager

Signatures.....  
.....  
.....

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

Electronic signature of me, Paul Culbi,  
affixed at my direction on 12/01/2021  
at 4:00pm

