

# Consolidated by-laws

**The Owners—Strata Plan No 82501**

3-9 Church Avenue, Mascot 2020

# Table of Contents

Item	Description	Page
<b>Schedule 1</b>	<b>Consolidated By-Laws</b>	<b>6</b>
	Developer by-laws registered with the strata plan (as amended)	6
1	Noise	6
2	Vehicles	6
3	Obstruction of common property	7
4	Damage to lawns and plants on common property	7
5	Damage to common property	7
6	Behaviour of owners, occupiers and invitees	8
7	Children playing on common property in building	8
8	Drying of laundry items	8
9	Cleaning windows and doors	8
10	Storage of inflammable liquids and other substances and materials	8
11	Changes to floor coverings and surfaces	9
12	Floor coverings	9
13	Disposal of waste	9
14	Keeping of animals	10
15	Appearance of lot	11
16	Change in use or occupation of lot to be notified	11
17	Provision of amenities or services	12
18	Compliance with planning and other requirements	12
19	Signage	12
20	Barbeque Area	13
21	Caretaker-Manager Agreements	14
22	Real estate signage	14
23	Notice board	15
24	Moving furniture and other objects on or through common property	15
25	Preservation of fire safety	15
26	Compliance with law	15
27	Smoke penetration	15
28	Short-term letting	15
28.1	Compliance with planning and other requirements	15
28.2	Residential Tenancies Act	15
28.3	Duration of tenancies	16
29	Lot 129	16
29.1	Type of by-law	16
29.2	Definitions	16
29.3	Business	17
29.4	Fit Out Works	17
29.5	Grease Arrestor	19
29.6	Signs	19
30	Lot 130	20

30.1	Type of by-law	20
30.2	Definitions	20
30.3	Special privilege to conduct business	21
30.4	Fit Out Works	21
30.5	Signs	22
31	Security	23
32	Fire Alarms	25
33	Renovation Lot 120	25
34	Service of documents on owner of lot by owners corporation	33
35	Storage units in car parking spaces	33
36	Bicycles and bicycle racks	35
36.1	General prohibition on bicycles in lifts	35
36.2	Use of bicycle racks	35
36.3	Conditions regarding use of the Bicycle Racks	36
36.4	Uncollected goods	36
36.5	Remedies	36
37	Cosmetic Works and Minor Renovations	36
37.1	Cosmetic work	36
37.2	Minor renovations	37
37.3	Application	37
37.4	Delegation of functions	37
37.5	Consents	37
37.6	Definitions	37
38	Approval of work	37
38.1	Work	37
38.2	Exclusive use	37
38.3	Building Works	37
38.4	Ongoing maintenance and use	38
38.5	Access	38
38.6	Indemnity	38
38.7	Default	38
38.8	Scope of Works	38
38.9	Recovery of amounts	38
38.10	Alteration of building affecting lot boundary	39
38.11	Consent	39
38.12	Definitions	39
38.13	Application	39
39	Methods and procedures	40
39.1	Approvals	40
39.2	Bond	40
39.3	Acting through others	40
39.4	Liability for occupiers and invitees	41
39.5	Exercise of care, skill and compliance with law	41
39.6	Obligation to do work to remedy breach	41
39.7	Conditions attaching to remedial work	41
39.8	Power to carry out work and recover costs	42
39.9	Application of the Civil Liability Act 2002	42

40	Definitions and interpretation	42
40.1	Interpretation	42
40.2	Functions of the owners corporation	43
40.3	Severability	43
40.4	Definitions	43
Annexure A	Building Works Conditions	45
1	Building Works Conditions	45
1.1	General conditions applying to Building Works	45
1.2	Connection to services	45
1.3	Cleanliness, protection and rectification	45
1.4	Bond	46
1.5	Plans and specifications	46
1.6	Insurance	46
1.7	Ownership of works	46
1.8	Definitions	46
Annexure B	Scope of Works	47
1	Scope of Works	47
1.1	New Works	47
1.2	Existing Works	48
1.3	Definitions	49
Special By-Law 9 – Lot 127 Works		50

---

# Schedule 1 Consolidated By-Laws

## 1 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.

**Note.** This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

## 2 Vehicles

---

### PART 1

#### DEFINITIONS & INTERPRETATION

2.1 In this by-law:

- (a) Disabled Parking Area means all the common property parking spaces marked as “DV” and described as “Disabled Car Space (CP)” as recorded on the registered strata plan no. 82501.
- (b) Lot means a lot in strata plan 82501.
- (c) Occupier means the occupier of the Lot from time to time.
- (d) Owner means the owner of the Lot from time to time.
- (e) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 82501.
- (f) Temporary Resident means any person other than an owner or occupier who resides at a lot more than 1 day a week.
- (g) Visitor Parking Areas means all the common property visitor parking spaces marked as “V” and described as “Visitor Car Space (CP)” as recorded on the registered strata plan no. 82501.

2.2 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 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.

### PART 2

#### RIGHTS, POWERS AND OBLIGATIONS

2.3 An Owner or Occupier must not permit to be parked or stood ~~park or stand~~ any motor vehicle owned by that Owner or Occupier or any motor or other vehicle in the control or possession of that Owner or Occupier upon the common property (which includes the Visitor Parking Areas but excludes the Disabled Parking Area), except with the prior written consent of the Owners Corporation or on a temporary and non-recurring basis.

2.4 An Owner or Occupier shall not permit their respective visitors or Temporary Residents to park or stand, or allow to park or stand, a motor or other vehicle upon the common property (with the exception of the Visitor Parking Areas and, where entitled due to disability, the Disabled Parking Area).

- 2.5 An Owner or Occupier of a Lot must use reasonable endeavours to ensure that any visitors or Temporary Residents do not park or stand a motor or other vehicle upon the Visitor Parking Areas or, where entitled due to disability, the Disabled Parking Area, for more than 24 hours at any one time or for more than 24 hours in any one week.

### **3 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.

**Note.** This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

### **4 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.

**Note.** This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

### **5 Damage to common property**

---

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation:
- (2) An approval given by the Owners Corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or 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, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner, must be in compliance with the current fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Act, 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 (3) 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 (3) that forms part of the common property and that services the lot.

## **6 Behaviour of owners, occupiers and invitees**

---

- (1) An owner or occupier of a lot, or any invitee of 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
  - (b) without limiting paragraph (a), that invitees comply with clause (1).

**Note.** This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

## **7 Children playing on common property in building**

---

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

**Note.** This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

## **8 Drying of laundry items**

---

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

## **9 Cleaning windows and doors**

---

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

**Note.** This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

## **10 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.

**Note.** This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

## 11 Changes to floor coverings and surfaces

---

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

## 12 Floor coverings

---

- (1) An owner or occupier of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) Without limiting the requirements of this by law, if an Owner is utilising a floor finish within an Owner's Lot other than carpet the minimum standard to be achieved for any such floor finish, excluding the effect of any rugs or rug runners placed on such floor finish, must be an Impact Insulation Class of 55(IIC55) or greater.
- (3) An owner or occupier must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this by-law.
- (4) This by-law does not apply to floor space comprising a laundry, lavatory or bathroom which is located above a laundry, lavatory or bathroom.
- (5) The owner or occupier of a lot must pay to the Owners Corporation a refundable deposit bond in the amount of \$2,000 at least 14 days prior to commencement of any works for installation of a floor finish other than carpet.
- (6) The deposit bond of \$2,000.00 paid in accordance with clause 14(5) will be returned to the owner or occupier within 14 days after:
  - (a) completion of the installation of the floor finish;
  - (b) rectification of any damage to Common Property or other lots, arising from installation of the floor finish, to the reasonable satisfaction of the Owners Corporation; and
  - (c) receipt by the Owners Corporation of an acoustic report signed by an acoustic engineer in accordance with clause (3) of this by-law.

**Note.** This by-law was modelled on the previous by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986, but contains registered amendments.

## 13 Disposal of waste

---

- (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.

## 14 Keeping of animals

---

- (1)
  - (a) In this subsection (1):
    - (a) **permitted animal** means any of:
      - (i) a permitted dog,
      - (ii) a cat,
      - (iii) a small caged bird, and
      - (iv) fish kept in a secure aquarium.
    - (b) **permitted dog** means a small dog up to 10 kilograms in weight, excluding restricted dogs.
    - (c) **restricted dog** means any dog defined as a restricted dog in the Companion Animals Act 1998 (NSW) including, without limitation,
      - (i) American put bull terrier or pit bull terrier,
      - (ii) Japanese tosa,
      - (iii) dogo Argentino
      - (iv) fila Brasileiro,
      - (v) any other dog of a breed, kind or description whose importation into Australia is prohibited by or under the Customs Act 1901 (Cth),
      - (vi) any dog declared by an authorized officer of a council under Division 6 of Part 5 of the Companion Animals Act 1998 (NSW) to be restricted dog, and
      - (vii) any other dog of a breed, kind or description prescribed by the Companion Animals Regulation 2008 as a restricted dog for the purposes of section 55 of the Companion Animals Act 1998 (NSW).
  - (b) Subject to subsection 16(1)(c) and to subsection (2) an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal on the lot or the common property (except a permitted animal).
  - (c) An owner or occupier of a lot must not keep on the lot or common property a restricted dog.
- (2) An owner or occupier may keep a guide or hearing dog or other animal trained to assist to alleviate disability if you need the dog or other animal because of a visual disability, hearing disability or other disability.
- (3) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

- (4) If an owner or occupier of a lot is permitted to keep an animal on the lot then the owner or occupier must:
  - (a) ensure that the animal does not wander into the Common Property or into another Apartment, and
  - (b) keep the animal within the lot, and
  - (c) control and restrain the animal (by e.g. keeping the animal on a leash, or carrying or restraining the animal in an appropriate pet cage) when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal, and
  - (e) comply with any conditions the Owners Corporation may have imposed in giving the consent, and
  - (f) ensure that your animal does not disturb any other owners and occupiers.
- (5) The Owners Corporation in its absolute discretion may order the removal of an animal from the Property or lots if:
  - (a) the animal is unreasonably disturbing other owners and occupiers of the Property;
  - (b) an owner or occupier does not comply with this by-law 14, the Companion Animals Act 1998 (NSW) or a condition made by the Owners Corporation when it gave the owner or occupier consent to keep an animal;
  - (c) if an owner or occupier is keeping a dog, that dog is declared a “dangerous dog” under the Companion Animals Act 1998 (NSW); or
  - (d) the animal becomes offensive, noisy, vicious, aggressive or a nuisance.
- (6) The Owners Corporation may, in its discretion, keep and maintain a register of animals kept by owners and occupiers of a lot.
- (7) An owner or occupier of a lot must advise the Owners Corporation in writing of any animal kept on the lot or on common property pursuant to sub-clause 1(b).

## **15 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 washing, towel, bedding, clothing or other article as referred to in by-law 8.

**Note.** This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

## **16 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 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.

## **17 Provision of amenities or services**

---

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 117 of the Strata Schemes Management Act 2015 provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **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.

## **19 Signage**

---

### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

- 19.1 In this by-law:
  - (a) Government Agency means a governmental or semi-governmental administrative, fiscal or Judicial department or entity.
- 19.2 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 the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
  - (d) references to legislation includes references to amending and replacing legislation.

### **PART 2**

#### **RIGHTS, POWERS AND OBLIGATIONS**

- 19.3 An owner of a lot must not erect on the lot or on Common Property any sign (other than a sign for the sale or lease of the lot) without the written approval of the Owners Corporation.
- 19.4 An owner of a lot must obtain all relevant consents, permits or approvals of the local council or any relevant Government Agency in respect of erecting, removing or altering any sign (being a sign other than for the sale or lease of a lot), if required, before it is erected, removed or altered and provide a copy of such approval to the Owners Corporation.
- 19.5 Any sign erected on the lot or Common Property pursuant to this by-law:
  - (a) must be in keeping with the appearance of the building in the strata scheme;
  - (b) must not be greater in dimensions and size than permitted by the owners corporation from time to time;

- (c) must be flush to the Common Property;
  - (d) must not be horizontal to the building;
  - (e) must not be a neon or flashing sign or have lighting of any kind; and
  - (f) must not be displayed for any period greater than two (2) months without obtaining further written approval of the Owners Corporation.
- 19.6 An owner of a lot must keep any sign erected pursuant to this by-law clean and in good repair and condition at all times.
- 19.7 An owner of a lot must promptly rectify any damage caused to Common Property when erecting, removing or altering a sign, and must reinstate that part of the Common Property to which the sign was attached to a good and serviceable condition (subject to fair wear and tear).
- 19.8 The Owners Corporation shall have the additional power, authority, duty and function in relation to signs erected on the Common Property to enter into arrangements with third parties to remove signs that are erected in contravention of this by-law, and recover from the owner of the lot the cost of such removal and repair or reinstatement of damage to the Common Property resulting from the removal.

## 20 Barbeque Area

---

### PART 1

#### DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
- (a) **Barbeque Area** means the area within the Common Property designated by the Owners Corporation as an area to be used for barbeque purposes and includes the fixed barbeque equipment in that area.
  - (b) **Building Manager** means the person or corporation appointed as a caretaker under section 40B of the Strata Schemes Management Act 1996 or the onsite manager or some other person appointed for that purpose by the Owners Corporation.
  - (c) **Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.
- 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 the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
  - (d) references to legislation includes references to amending and replacing legislation.

### PART 2

#### RIGHTS, POWERS AND OBLIGATIONS

- 2. An owner or occupier of a lot, and their visitors, may use the Barbeque Area on the conditions set out in this by-law.
- 3. An owner or occupier of a lot must accompany any visitor of such owner or occupier when using the Barbeque Area.
- 4. An owner or occupier of a lot may only use the Barbeque Area during the hours of 9:00am and 9:00pm (or during other hours approved in writing by the Owners Corporation).
- 5. When an owner or occupier of a lot uses the Barbeque Area, the owner or occupier of the lot must not:

- (a) exceed the number of visitors as approved in writing by the Owners Corporation from time to time in the Barbeque Area;
  - (b) create odours or noise, or behave in such manner, which interfere unreasonably with an owner or occupier of other lots in the strata scheme.
6. The Owners Corporation may for the purpose of the proper management, operation, maintenance and control of the strata scheme, keep and maintain a booking register for use of the Barbeque Area.
7. An owner or occupier of a lot must clean the Barbeque Area immediately after use.
- 8.
- (a) The owner or occupier of a lot must pay to the Owners Corporation a refundable deposit bond in the amount of \$50.00 at least 7 days prior to the proposed use of the Barbeque Area; and,
  - (b) The deposit bond of \$50.00 paid in accordance with clause 8(a) will be returned to the owner or occupier on completion of use, and cleaning of, the Barbeque Area within 7 days from the reasonable satisfaction of the Owners Corporation.
9. In addition to its powers under the Strata Schemes Management Act 1996, the Owners Corporation has the power to make agreements with other persons, including but not limited to, the Building Manager, to exercise its functions under this by-law and, in particular, to manage the use of the Barbeque Area in accordance with this by-law

## **21 Caretaker-Manager Agreements**

---

- (1) The Owners Corporation may appoint and enter into agreements with a Caretaker-Manager to have responsibility in relation to the control, management and administration of the common property. The Owners Corporation may enter into such agreements with a caretaker-manager during the Initial Period.
- (2) Terms relating to the agreement with any caretaker-manager may include the following:
  - (a) caretaking, supervising and servicing Common Property;
  - (b) supervising cleaning, repair, maintenance, renewal and replacement of common property and any personal property vested in the owners corporation and garbage removal services;
  - (c) supervising owners corporation employees and contractors;
  - (d) supervising strata scheme generally;
  - (e) co-ordinating the carrying out of Building Works;
  - (f) co-ordinating deliveries and the movements of goods, furniture, and other large articles of through Common Property;
  - (g) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme;
  - (h) providing cleaning and gardening services to the Owners Corporation;
  - (i) anything else reasonably necessary to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

## **22 Real estate signage**

---

- 22.1 Real Estate Signage must not be placed or kept on the property.
- 22.2 In this by-law, **Real Estate Signage** means any sign in connection with a sale, lease, licence or other dealing in relation to a lot.

## 23 Notice board

---

The owners corporation must cause a notice board to be affixed to some part of the common property and must maintain it.

**Note.** This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

## 24 Moving furniture and other objects on or through common property

---

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

## 25 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.

## 26 Compliance with law

---

Owners and occupiers of lots must comply with any applicable law with respect to the strata scheme.

## 27 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 or in a lot.
- (2) An owner or occupier of a lot must not drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- (3) In this by-law **smoke** means smoke, hold or otherwise use a product designed or adapted for smoking, without limitation including cigarettes, cigars or cigarette-type products, electronic cigarettes, pipes, water pipes, or hookahs, and **smoking** has a corresponding meaning.

## 28 Short-term letting

---

### 28.1 Compliance with planning and other requirements

The owner or occupier of a lot must ensure that their lot is only used in accordance with any applicable law, and is not used for any purpose that is prohibited by law.

### 28.2 Residential Tenancies Act

- (a) An occupier of a lot who is not also an owner of that lot and is over the age of 18 years must be a party to a current residential tenancy agreement in respect of the lot to which the Residential Tenancies Act 2010 (NSW) applies, unless that occupier permanently resides with another occupier of the lot, and that other occupier is a party to such an agreement.

- (b) An owner or occupier of a residential lot must comply with any obligation they may have under section 258 of the Strata Schemes Management Act 2015.  
*Note. Section 258 of the Strata Schemes Management Act 2015 requires lessors and sub-lessors to provide certain details to the owners corporation in respect of those leases or sub-leases or their assignment.*
- (c) Owners and occupiers of lots must comply with any obligation they may have under the Residential Tenancies Act 2010 (NSW).
- (d) An owner or occupier of a lot must provide to the owners corporation a copy of any residential tenancy agreement to which they are a party in relation to the lot.

### 28.3 Duration of tenancies

An owner or occupier of a residential lot may only lease or sub-lease their lot in whole or in part (or permit their lot to be so leased or sub-leased):

- (a) for a fixed term; and
- (b) where the duration of that fixed term is at least 90 days;

except in the case of a periodic tenancy continuing after the end of a fixed term residential tenancy agreement.

## 29 Lot 129

---

### 29.1 Type of by-law

- (a) This is an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.
- (b) This by-law may only be amended, repealed or revoked so far as it relates to the Benefited Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Benefited Lot.
- (c) The Owner of the Benefited Lot may allow the Occupier of the Benefited Lot to exercise the rights of the Owner of the Benefited Lot under this by-law. The Owner of the Benefited Lot remains responsible to the Owners Corporation in connection with compliance with this by-law.

### 29.2 Definitions

In this by-law, these terms (in any form) mean:

**Authority** means an authority of any kind and includes local government, semi government and federal and state government authorities.

**Benefited Lot** means lot 129 in the Strata Plan of Subdivision.

**Building** means the building the subject of the Strata Scheme.

**By-laws** means the by-laws in place from time to time for the Strata Scheme.

**Common Property** means the common property of the Strata Scheme.

**Conducting Medium** means any wire, cable, pipe, line, duct or chute.

**Construction Certificate** means a construction within the meaning of s109 of the Environmental Planning and Assessment Act 1979 (NSW).

**Council** means the council in whose municipality the Building is situated.

**Development Application** means an application for a development consent made under the Environmental Planning and Assessment Act 1979 (NSW).

**Development Consent** means a consent to a Development Application issued under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to that consent.

**Fit Out Works** means work to the Benefited Lot required by the Owner of the Benefited Lot or the Occupier of the Benefited Lot to enable that owner or occupier to trade from the Benefited Lot or conduct its business from the Benefited Lot. The expression includes any initial Fit Out Works or any other works to replace or renew any existing fit out or to install any new or additional fit out after installation of the initial fit out.

**Management Act** means the Strata Schemes Management Act 1996 (NSW).

**Occupier of the Benefited Lot**, where used in this by-law, means the tenant, licensee or occupier of the Benefited Lot (not being the Owner of the Benefited Lot).

**Owner of the Benefited Lot**, where used in this by-law, means the owner of the Benefited Lot and any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

**Owners Corporation** means the owners corporation of the Strata Scheme.

**Relevant Parts of the Common Property** means those parts of the Common Property adjacent to or in the vicinity of the Benefited Lot.

**Service** means water, hot water, sewerage, sullage, fluid wastes, gas and electricity.

**Sign** means any sign, name, notice or placard in connection with the business being conducted from or any service or product being provided from the Benefited Lot.

**Strata Plan** means strata plan registered number SP82501.

**Strata Plan of Subdivision** means strata plan registered number SP82503.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

### 29.3 Business

- (a) Despite any other by-law to the contrary the Owner of the Benefited Lot has the special privilege:
  - (i) to conduct from the Benefited Lot any business permitted by a Development Consent; and
  - (ii) to make any Development Application and any application for a Construction Certificate in connection with a business or activity to be conducted from the Benefited Lot.
- (b) The Owner of the Benefited Lot:
  - (i) must comply with the conditions of all relevant Development Consents applicable to the Benefited Lot; and
  - (ii) must provide the Owners Corporation with a copy of any relevant Development Consent promptly when requested to do so by the Owners Corporation.
- (c) The Owners Corporation must endorse its consent on each and every application, plan and report reasonably required by the Owner of the Benefited Lot or the Occupier of the Benefited Lot in connection with:
  - (i) making a Development Application or procuring a Development Consent for any use of the Benefited Lot which is not prohibited by the relevant planning instruments applicable to the Benefited Lot; and
  - (ii) making an application for a Construction Certificate.

### 29.4 Fit Out Works

- (a) Despite any other by-law to the contrary the Owner of the Benefited Lot has the special privilege:
  - (i) to carry out Fit Out Works to the Benefited Lot and Relevant Parts of the Common Property;



- (ii) to access, make alterations to and penetrations into, all Relevant parts of the Common Property as may be reasonable for the purposes of carrying out the Fit Out Works;
  - (iii) to make any Development Application or application for a Construction Certificate in connection with the Fit Out Works.
- (b) Within a reasonable time of carrying out any Fit Out Works, the Owner of the Benefited Lot must give the Owners Corporation details of the Fit Out Works and the manner in which they have impacted on or are constructed on Common Property, accompanied by plans and specifications identifying the Fit Out Works (to the extent they impact on or are constructed on or contained in Common Property).
- (c) The Owner of the Benefited Lot has the exclusive use of that part or those parts of the Common Property which is altered or added to as a consequence of carrying out any Fit Out Works the subject of this by-law.
- (d) The Owner of the Benefited Lot is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part or those parts of the Common Property which is altered or added to as a consequence of carrying out Fit Out Works the subject of this by-law.
- (e) The Owner of the Benefited Lot:
- (i) must comply with the requirements of all Authorities in connection with any Fit Out Works the subject of this by-law;
  - (ii) must comply with the BCA Requirements in connection with the installation and use of any Fit Out Works the subject of this by-law;
  - (iii) when installing, repairing, maintaining or renewing any Fit Out Works the subject of this by-law must:
    - (A) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
    - (B) ensure the works are carried out in a proper and workmanlike manner;
    - (C) use only qualified and where appropriate, licensed tradesmen;
    - (D) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
    - (E) cause as little disturbance as is practicable to other Owners and Occupiers;
    - (F) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
    - (G) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
    - (H) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.
- (f) The Owners Corporation must endorse its consent on each and every application, plan and report reasonably required by the Owner of the Benefited Lot or the Occupier of the Benefited Lot in connection with:
- (i) making a Development Application or procuring a Development Consent for any development or use of the Benefited Lot which is not prohibited by the relevant planning instruments applicable to the Benefited Lot; and
  - (ii) making an application for a Construction Certificate.

## 29.5 Grease Arrestor

- (a) Despite any other by-law to the contrary the Owner of the Benefited Lot has the special privilege to:
  - (i) install, attach or affix a grease arrestor on or to any part of the Common Property in connection with any business being conducted from the Benefited Lot;
  - (ii) install in, attach on or affix to the Common Property any Conducting Media in connection with any grease arrestor the subject of this by-law; and
  - (iii) make alterations to, and penetrations into, the Common Property necessary to install, attach or affix any grease arrestor or Conducting Media the subject of this by-law.
- (b) The Owner of the Benefited Lot has the exclusive use of that part or those parts of the Common Property on which any grease arrestor or Conducting Medium the subject of this by-law is installed, attached or affixed.
- (c) The Owner of the Benefited Lot is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the grease arrestor and any Conducting Medium the subject of this by-law and any Common Property on which any such grease arrestor or Conducting Medium is installed, attached or affixed.
- (d) The Owner of the Benefited Lot must keep the grease arrestor and any Conducting Medium the subject of this by-law clean and in good repair and condition.

## 29.6 Signs

- (a) Despite any other by-law to the contrary the Owner of the Benefited Lot has the special privilege:
  - (i) to affix a Sign or Signs to any part of the Common Property comprising the windows or doors of the Benefited Lot or to any other part of the Common Property immediately adjacent to the Benefited Lot, subject to any such Sign complying with the following conditions:
    - (A) it must be of a type, dimensions and colour consistent with the aesthetics of the Building;
    - (B) it must be flush to the Common Property;
    - (C) it must be approved by the Council;
    - (D) it must not be horizontal to the Building; and
    - (E) it must not be a neon or flashing sign or have lighting of any kind;
  - (ii) to install on the Common Property near or adjacent to the Benefited Lot a portable Sign or Sign (such as a sandwich board) subject to any such Sign complying with the following conditions:
    - (A) it must be of a type, dimensions and colour consistent with the aesthetics of the Building; and
    - (B) it must only remain on the Common Property during the normal trading hours of the business being conducted from the Benefited Lot.
- (b) The Owner of the Benefited Lot must keep any Sign the subject of this by-law clean and in good repair and condition at all times.

## 30 Lot 130

---

### 30.1 Type of by-law

- (a) This is an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.
- (b) This by-law may only be amended, repealed or revoked so far as it relates to the Benefited Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Benefited Lot.
- (c) The Owner of the Benefited Lot may allow the Occupier of the Benefited Lot to exercise the rights of the Owner of the Benefited Lot under this by-law. The Owner of the Benefited Lot remains responsible to the Owners Corporation in connection with compliance with this by-law.

### 30.2 Definitions

In this by-law, these terms (in any form) mean:

**Authority** means an authority of any kind and includes local government, semi government and federal and state government authorities.

**Benefited Lot** means lot 130 in the Strata Plan of Subdivision.

**Building** means the building the subject of the Strata Scheme.

**By-laws** means the by-laws in place from time to time for the Strata Scheme.

**Common Property** means the common property of the Strata Scheme.

**Conducting Medium** means any wire, cable, pipe, line, duct or chute. Construction Certificate means a construction within the meaning of s109 of the Environmental Planning and Assessment Act 1979 (NSW).

**Council** means the council in whose municipality the Building is situated.

**Development Application** means an application for a development consent made under the Environmental Planning and Assessment Act 1979 (NSW).

**Development Consent** means a consent to a Development Application issued under the Environmental Planning and Assessment Act 1979 (NSW) and includes all amendments and variations to that consent.

**Fit Out Works** means work to the Benefited Lot required by the Owner of the Benefited Lot or the Occupier of the Benefited Lot to enable that owner or occupier to trade from the Benefited Lot or conduct its business from the Benefited Lot. The expression includes any initial Fit Out Works or any other works to replace or renew any existing fit out or to install any new or additional fit out after installation of the initial fit out.

**Management Act** means the Strata Schemes Management Act 1996 (NSW).

**Occupier of the Benefited Lot**, where used in this by-law, means the tenant, licensee or occupier of the Benefited Lot (not being the Owner of the Benefited Lot).

**Owner of the Benefited Lot**, where used in this by-law, means the owner of the Benefited Lot and any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

**Owners Corporation** means the owners corporation of the Strata Scheme.

**Relevant Parts of the Common Property** means those parts of the Common Property adjacent to or in the vicinity of the Benefited Lot.

**Service** means water, hot water, sewerage, sullage, fluid wastes, gas and electricity.

**Sign** means any sign, name, notice or placard in connection with the business being conducted from or any service or product being provided from the Benefited Lot.

**Strata Plan** means strata plan registered number 82501.

**Strata Plan of Subdivision** means strata plan registered number 82503.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

### **30.3 Special privilege to conduct business**

- (a) Despite any other by-law to the contrary the Owner of the Benefited Lot has the special privilege:
  - (i) to conduct from the Benefited Lot any business permitted by a Development Consent; and
  - (ii) to make any Development Application or application for a Construction Certificate in connection with a business or activity to be conducted from the Benefited Lot.
- (b) The Owner of the Benefited Lot:
  - (i) must comply with the conditions of all relevant Development Consents applicable to the Benefited Lot; and
  - (ii) must provide the Owners Corporation with a copy of any relevant Development Consent promptly when requested to do so by the Owners Corporation.
- (c) The Owners Corporation must endorse its consent on each and every application, plan and report reasonably required by the Owner of the Benefited Lot or the Occupier of the Benefited Lot in connection with:
  - (i) making a Development Application or procuring a Development Consent for any use of the Benefited Lot which is not prohibited by the relevant planning instruments applicable to the Benefited Lot; and
  - (ii) making an application for a Construction Certificate.

### **30.4 Fit Out Works**

- (a) Despite any other by-law to the contrary the Owner of the Benefited Lot has the special privilege:
  - (i) to carry out Fit Out Works to the Benefited Lot and Relevant parts of the Common Property;
  - (ii) to access, make alterations to and penetrations into, all Relevant parts of the Common Property as may be reasonable for the purposes of carrying out the Fit Out Works;
  - (iii) to make any Development Application or application for a Construction Certificate in connection with the Fit Out Works.
- (b) Within a reasonable time of carrying out any Fit Out Works, the Owner of the Benefited Lot must give the Owners Corporation details of the Fit Out Works and the manner in which they have impacted on or are constructed on Common Property, accompanied by plans and specifications identifying the Fit Out Works (to the extent they impact on or are constructed on or contained in Common Property).
- (c) The Owner of the Benefited Lot has the exclusive use of that part or those parts of the Common Property which is altered or added to as a consequence of carrying out any Fit Out Works the subject of this by-law.
- (d) The Owner of the Benefited Lot is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part or those parts of the Common Property which is altered or added to as a consequence of carrying out Fit Out Works the subject of this by-law.
- (e) The Owner of the Benefited Lot:

- (i) must comply with the requirements of all Authorities in connection with any Fit Out Works the subject of this by-law;
- (ii) must comply with the BCA Requirements in connection with the installation and use of any Fit Out Works the subject of this by-law;
- (iii) when installing, repairing, maintaining or renewing any Fit Out Works the subject of this by-law must:
  - (A) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
  - (B) ensure the works are carried out in a proper and workmanlike manner;
  - (C) use only qualified and where appropriate, licensed tradesmen;
  - (D) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
  - (E) cause as little disturbance as is practicable to other Owners and Occupiers;
  - (F) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
  - (G) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
  - (H) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.
- (f) The Owners Corporation must endorse its consent on each and every application, plan and report reasonably required by the Owner of the Benefited Lot or the Occupier of the Benefited Lot in connection with:
  - (i) making a Development Application or procuring a Development Consent for any development or use of the Benefited Lot which is not prohibited by the relevant planning instruments applicable to the Benefited Lot; and
  - (ii) making an application for a Construction Certificate.

### **30.5 Signs**

- (a) Despite any other by-law to the contrary the Owner of the Benefited Lot has the special privilege to affix a Sign or Signs to any part of the Common Property comprising the windows or doors of the Benefited Lot or to any other part of the Common Property immediately adjacent to the Benefited Lot, subject to any such Sign complying with the following conditions:
  - (i) it must be of a type, dimensions and colour consistent with the aesthetics of the Building;
  - (ii) it must be flush to the Common Property;
  - (iii) it must be approved by the Council;
  - (iv) it must not be horizontal to the Building; and
  - (v) it must not be a neon or flashing sign or have lighting of any kind.
- (b) The Owner of the Benefited Lot must keep any Sign the subject of this by-law clean and in good repair and condition at all times.

## 31 Security

---

### PART 1

#### DEFINITIONS & INTERPRETATION

31.1 In this by-law:

- (a) **Access Remote Control** means an access remote control device to open and close passageways to the building.
- (b) **Building Manager** means the person or corporation appointed as a caretaker under section 40B of the Strata Schemes Management Act 1996 or the onsite manager or some other person appointed for that purpose by the Owners Corporation.
- (c) **Common Property** means the common property in strata plan 82501.
- (d) **Fire Door Key** means a key, magnetic card or other automatic or mechanical device used to open, close, lock and unlock the passageways to the building.
- (e) **Invitee** means a person on the Common Property with the consent, express or implied, of an Owner, Occupier or the Owners Corporation.
- (f) **Lot** means a lot in strata plan 82501.
- (g) **Occupier** means the occupier of a Lot from time to time.
- (h) **Owner** means the owner of a Lot from time to time.
- (i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 82501.
- (j) **Security Tag** means a key, magnetic card or other automatic or mechanical device used to open, close, lock and unlock gates, doors and any other passageways to the building and, to activate and operate lifts, alarms and security systems on the common property.

31.2 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 the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation includes references to amending and replacing legislation.

### PART 2

#### RIGHTS, POWERS AND OBLIGATIONS

31.3 Common Property will be available for use by:

- (a) Owners and Occupiers; and
- (b) Invitees.

31.4 An Owner or Occupier must not allow access to the common property to persons unknown to them.

31.5 An Owner or Occupier must close the common property doors, including but not limited to the front entry door and the fire exit doors, after use.

31.6 The Owners Corporation may restrict access to Common Property or to any part of Common Property, including but not limited to, by way of gates or fencing or, by means of Access Remote Controls, Security Tags and Fire Door Keys.

31.7 The Owners Corporation must make Access Remote Controls, Security Tags and Fire Door Keys available to Owners, Occupiers and other persons authorised by the Owners Corporation including but not limited to emergency services.

- 31.8 Subject to clause 31.13, the Owners Corporation will make available 1 Access Remote Control, 2 Security Tags and 2 Fire Door Keys per Lot to either the Owner or Occupier of that Lot.
- 31.9 Access Remote Controls can be obtained from the Owners Corporation by providing:
- (a) \$135.00 as a refundable deposit; and
  - (b) \$15.00 as a non-refundable administration fee.
- 31.10 The \$135.00 deposit for the Access Remote Control will be returned to the Owner or Occupier on provision of the Security Tags and a receipt issued by the Owners Corporation.
- 31.11 Security Tags can be obtained from the Owners Corporation by providing:
- (a) \$35.00 as a refundable deposit; and
  - (b) \$15.00 as a non-refundable administration fee.
- 31.12 The \$35.00 deposit for the Security Tags will be returned to the Owner or Occupier on provision of the Security Tags and a receipt issued by the Owners Corporation.
- 31.13 If an Owner or Occupier damages an Access Remote Control or Security Tag or otherwise returns either device to the Owners Corporation in a non-functioning state, the Owners Corporation may apply the corresponding refundable deposit in part or in whole towards the replacement or renewal of that device.
- 31.14 A maximum of:
- (a) One (1) Access Remote Control will be issued per Lot;
  - (b) Four (4) Security Tags will be issued to Lots which contain two (2) bedrooms; and
  - (c) Six (6) Security Tags will be issued to Lots which contain three (3) bedrooms.
- 31.15 Owners, Occupiers and authorised persons to whom an Access Remote Control, a Security Tag or Fire Door Key has been made available must:
- (a) not duplicate or copy the Access Remote Control, Security Tag or Fire Door Key;
  - (b) take all reasonable measures to safeguard the Access Remote Control, Security Tag or Fire Door Key against loss, theft or damage;
  - (c) not give an Access Remote Control, a Security Tag or Fire Door Key to someone who is not an owner or an occupier;
  - (d) immediately notify the Owners Corporation if the Access Remote Control, Security Tag or Fire Door Key is lost, stolen or damaged; and
  - (e) immediately return the Access Remote Control, Security Tag or Fire Door Key to the Owners Corporation when requested by the Owners Corporation or when they cease to occupy a lot in the strata scheme.
- 31.16 If an Owner or Occupier loses or has stolen a Fire Door Key they must immediately notify the Owners Corporation who will arrange for all the locks that the Fire Door Key opened to be changed and new keys issued.
- 31.17 The Owner or Occupier that has either lost or had their Fire Door Key stolen must pay the costs to change the locks of the doors to which the Fire Door Key opened and the replacement keys.
- 31.18 Access Remote Controls, Security Tags and Fire Door Keys belong to the Owners Corporation.
- 31.19 In addition to its powers under the Strata Schemes Management Act 2015, the Owners Corporation has the power to:
- (a) re-code Access Remote Controls, Security Tags and Fire Door Keys;
  - (b) require an Owner or Occupier to promptly return Access Remote Controls, Security Tags and Fire Door Keys to be re-coded; and

- (c) make agreements with other persons, including but not limited to, the Building Manager, to exercise its functions under this by-law and, in particular, to manage the Access Remote Control Security Tag and Fire Door Key systems. The agreement may have provisions requiring Owners or Occupiers to pay the other person an administration fee for the provision of Access Remote Controls, Security Tags and Fire Door Keys.

## 32 Fire Alarms

---

32.1 In this by-law:

- (a) **automatic fire alarm network service arrangement** means an arrangement for the installation and maintenance of fire alarm links between NSW Fire Brigade premises and the strata scheme 82501.
- (b) **Common Property** means the common property in strata plan 82501.
- (c) **Fire Alarm** means a back-to-base fire alarm system installed on the Common Property and being the subject of an automatic fire alarm network service arrangement.
- (d) **Lot** means a lot in strata plan 82501.
- (e) **NSW Fire Brigade** means the department of government established by the Fire Brigades Act 1989 (No. 192).
- (f) **Occupier** means the occupier of a Lot from time to time.
- (g) **Owner** means the owner of a Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 82501.

32.2 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 the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation includes references to amending and replacing legislation.

32.3 An Owner or Occupier of a Lot must not do or permit anything to be done to cause any Fire Alarm to be activated.

32.4 An Owner or Occupier of a Lot must pay:

- (a) any charges imposed by the NSW Fire Brigade pursuant to the Fire Brigades Act 1989 (No. 192) and the Fire Brigades Regulation 2008 in responding to activation of any Fire Alarm caused by the wilful or negligent act or omission of that Owner or Occupier where such activation of the Fire Alarm could have been prevented by the Owner or Occupier; and
- (b) any additional administrative fee associated with the charges referred to in clause 32.4(a), pursuant to the automatic fire alarm network service arrangement.

32.5 The Owners Corporation will be entitled to recover from an Owner or Occupier any charges paid by the Owners Corporation to the NSW Fire Brigade which that Owner or Occupier fails to pay in accordance with clause 32.4 of this by-law.

## 33 Renovation Lot 120

---

### Definitions

1. In this by-law, unless the context indicates requires, the following terms and expressions are defined to mean:



- (a) "Accepting liability" means the owners liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Works to the common property and the responsibility to make good that damage immediately after it has occurred.
- (b) "Act" means the Strata Schemes Management Act 1996.
- (c) "Exclusive Use Area" means the area of common property to which the Works are attached.
- (d) "Indemnify" means the owner must indemnify the owners corporation against all loss or damage the owners corporation suffers as a result of the performance, maintenance, or replacement of the Works on the common property and/or for all costs of considering and making this by-law and will pay these amounts to the owners corporation upon request.
- (e) "Lot" means Lot 120 within SP 82501.
- (f) "Owner" means the owner or owners for the time being of Lot 120.
- (g) "Required Documents" means any plans, drawings, diagrams, approvals and other documents reasonably required by the owners corporation and relevant to the works.
- (h) "Special Privilege" means the right to carry out the Works.
- (i) "Works" means the works as described in the following:
  - (i) the drawings of Imperative Constructions titled:
    - (A) Roof Plan
    - (B) West Elevation
    - (C) North Elevation
    - (D) East Elevation

Copies of documents referred to in (i) above are provided in the Schedule of this by-law.

### **Grant of right**

1. The Owner has the exclusive use rights and the special privileges, subject to the following conditions and the owners corporation's rights, as provided in this by-law.
2. The exclusive use rights are the right to exclusively use the Exclusive Use Area.
3. The special privileges are the rights to carry out the Works as defined.

### **Conditions**

1. Before commencing the Works under his by-law, the Owner must provide the Required Documents, obtain approval and insure.
2. The owner is to provide the Required Documents relevant to the Works which the owners corporation may require the owner to submit.
3. Prior to the commencement of the Works the Owner must furnish to the owners corporation a copy of the following:
  - (a) all approved final plans and specification upon which the works are based;
  - (b) evidence of approval of the Works by the local consent authority, or the principal certifying authority;
  - (c) a copy of the construction certificate for the works issued under part 4A of the Environmental Planning and Assessment Act 1979.
4. Prior to commencement of the works the Owner must furnish the owners corporation documentary proof the licensed contractor who is to undertake the works has effected for the duration of the works the following:

- (a) construction liability insurance;
  - (b) public liability risk insurance;
  - (c) workers compensation insurance;
  - (d) home building insurance for the Works pursuant to the Home Building Act 1989.
5. The Owner must obtain and provide to the owners corporation a dilapidation report prepared by a suitably qualified engineer for the neighbouring lots and common property.
6. The Owner must do the following things, and ensure others also do the following, when performing the Works:
- (a) perform the Works in accordance with the drawings and specifications approved by the owners corporation;
  - (b) perform the Works in a proper and workmanlike manner;
  - (c) use duly licensed contractors;
  - (d) only perform the Works at the times approved by the owners corporation;
  - (e) protect all affected areas of the building outside the Lot from damage by the Works or the transportation of construction materials, equipment and/or debris;
  - (f) transferred all construction material, equipment, debris and other material in the manner reasonably directed by the owners corporation;
  - (g) keep all affected areas of the building outside the Lot clean and tidy throughout the construction of the Works;
  - (h) remove all debris resulting from the Works immediately from the building;
  - (i) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - (j) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.
7. The Owner must obtain certification for the Works from a suitably qualified engineer at the conclusion of the Works and provide a copy to the owners corporation.
8. The Owner must properly maintain and keep the Works and common property to which the Works are erected or attached in a state of good and serviceable repair and/or replace the works if considered necessary by the owners corporation.
9. At all times, during and after the Works, the Owner must indemnify the owners corporation and Accept Liability for the Works.
10. This by-law does not remove any obligation of the Owner to comply with by-laws 0 and 12.

#### **Owners corporation's rights**

1. The Owner acknowledges that if the Owner fails to comply with any obligation under this by-law, the owners corporation may take steps to remedy that failure or non-compliance and in doing so, the owners corporation has the right:
- (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the parcel to carry out that work; and
  - (c) recover costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information); and the Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of one month from the date on which it is due, will bear simple interest at the rate of 10% until paid or if the Regulations provide for another rate, that rate, and the interest will form part of that debt.

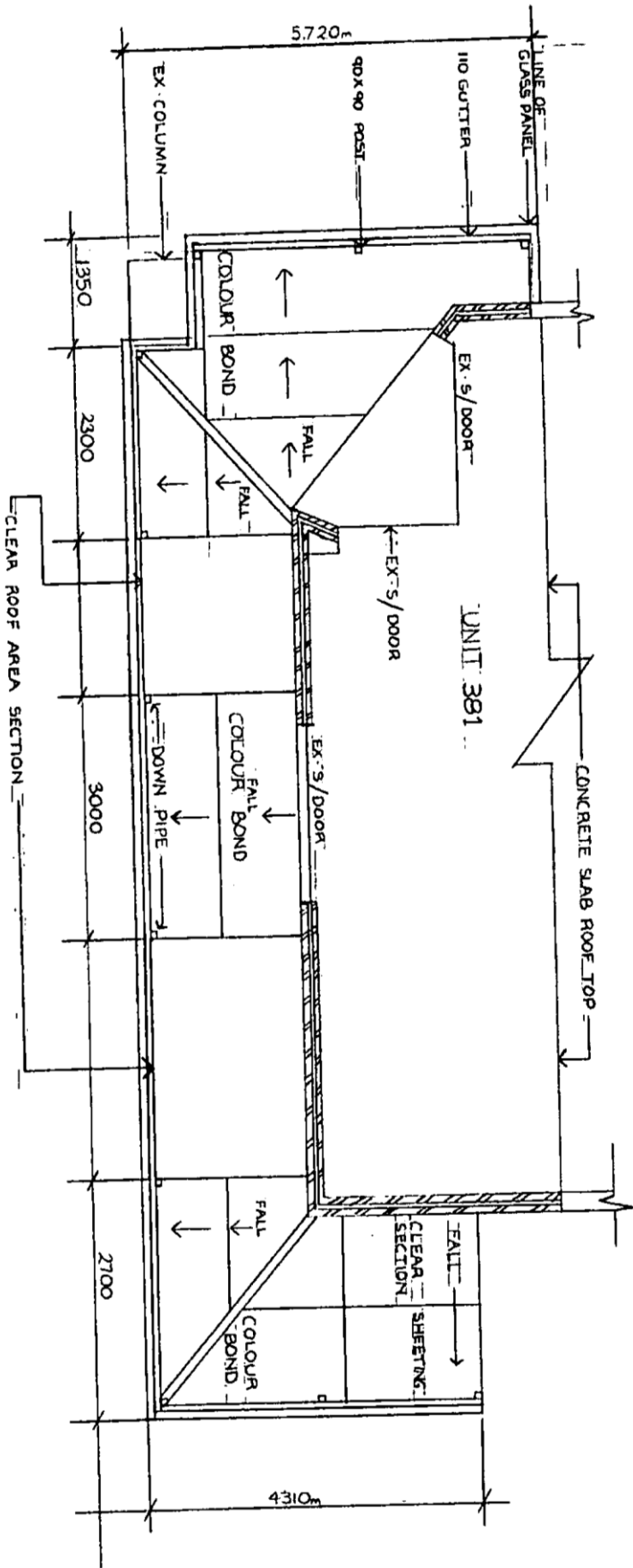
2. The owners corporation delegates to the managing agent the authority to attach the seal of the owners corporation to a development application for the Works.

**Notes**

1. These notes form part of this by-law.
2. Where any of the by-law terms are defined in the Act, they will have the same meaning as those words are attributed under the Act.
3. In this by-law, except where the context otherwise requires:
  - (a) the singular includes the plural and vice versa;
  - (b) words implying any gender encompasses all genders; and
  - (c) references to any statutory rule or regulation include any variation, re-enactment or replacement of that statutory rule or regulation.

**Schedule**

1. Roof Plan drawn by Imperative Constructions.
2. West Elevation drawn by Imperative Constructions.
3. North Elevation drawn by Imperative Constructions.
4. East Elevation drawn by Imperative Constructions.



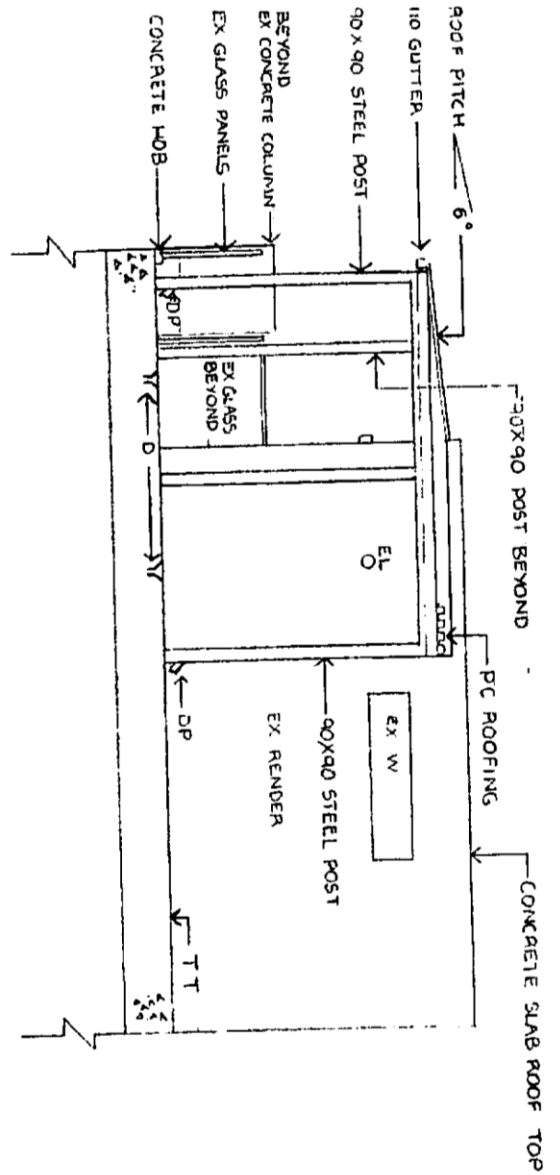
01 ROOF PLAN  
SCALE: 1:50 AS

LEGEND:

CON	CONCRETE	W	WINDOW
LT	TILED TERRACE	PC	POLY CARB
EX	EXISTING	D	DRAIN
DP	DOWN PIPE	EL	EXISTING

IMPERATIVE CONSTRUCTIONS  
 ABN: 658 260 789 41  
 HURSTVILLE NSW 2220  
 LIC: 54822C  
 PH: 02 95913700

PROJECT  
**COLIN MCGREGOR**  
 UNIT 381 3-9 CHURCH AVE MASCOT  
 DRAWING TITLE  
 ROOF PLAN  
 SCALE 1:50

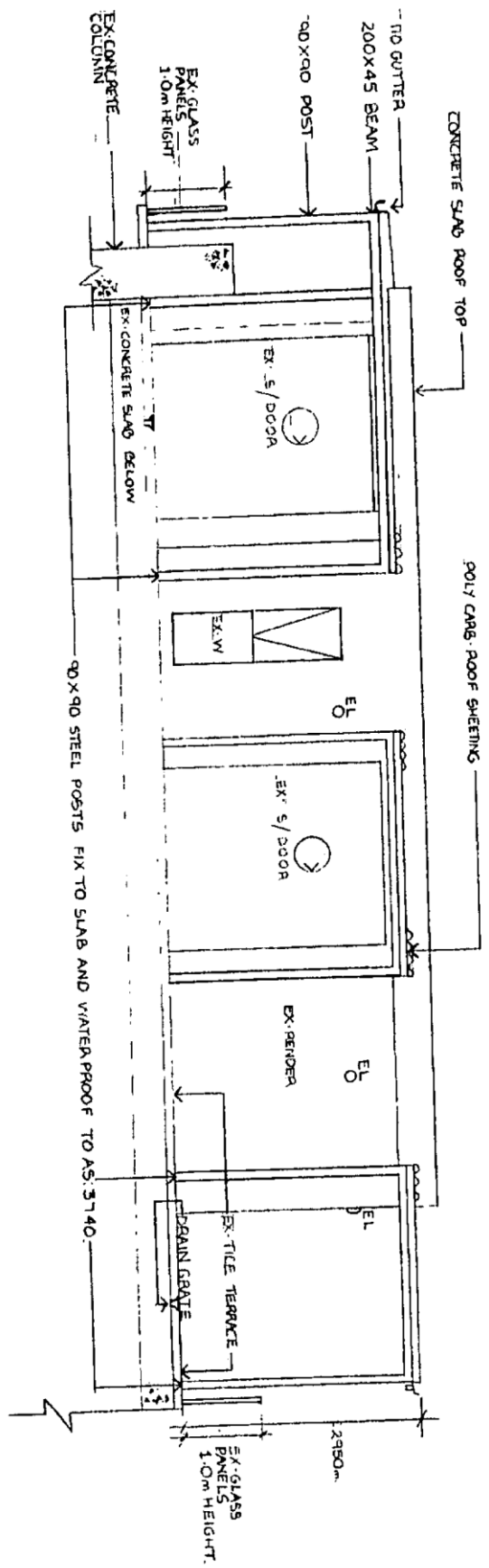


01 WEST ELEVATION  
SCALE 1:50 A3

LEGEND:  
CON CONCRETE  
TT TILED TERRACE  
EX EXISTING  
DP DOWN PIPE  
W W  
PC POLY CARB  
D DRAIN  
EL EXISTING LIGHT

IMPERATIVE CONSTRUCTIONS:  
ABN: 658 260 789 41  
HURSTVILLE NSW 2220  
L/C: 54822C  
PH: 02 95913700

PROJECT  
COLIN MCGREGOR  
UNIT 381 3-9 CHURCH AVE MASC  
DRAWING TITLE  
WEST ELEVATION  
SCALE 1:50



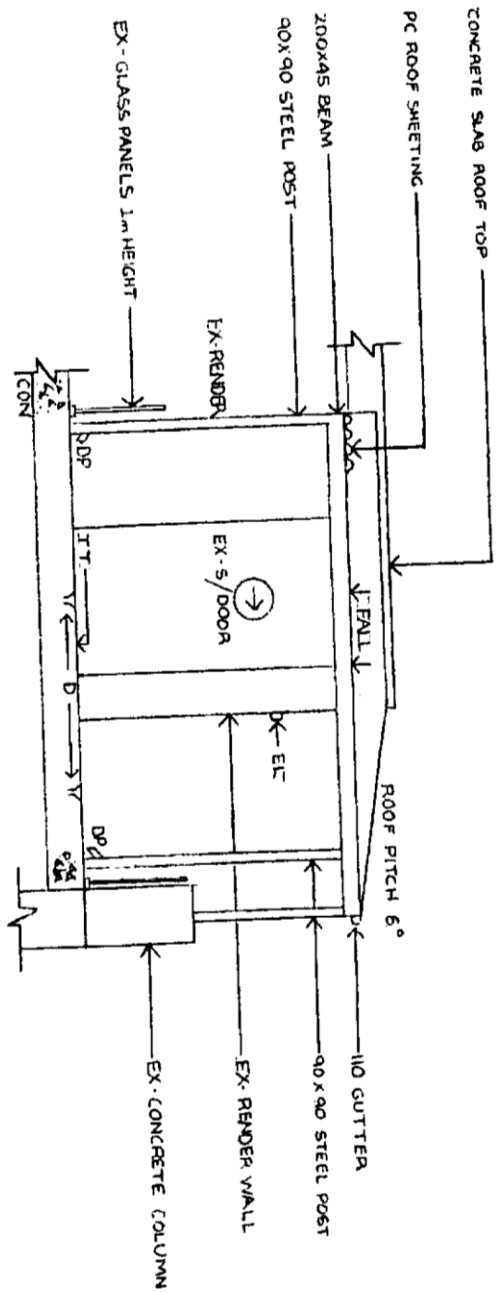
NOTES:  
 VERIFY DIMENSIONS ON SITE BEFORE WORK COMMENCES  
 RELEVANT AUSTRALIAN STANDARDS AND AUTHORITIES TO BE COMPLIED WITH.  
 CHECK AND VERIFY ALL BOUNDARIES

01 NORTH ELEVATION  
 SCALE 1:50 A3

LEGEND:  
 CON CONCRETE  
 TT TILED TERRACE  
 EX EXISTING  
 DP DOWN PIPE  
 W WINDOW  
 PC POLY CARB  
 D DRAIN  
 EL EXISTING

IMPERATIVE CONSTRUCTIONS  
 ABN: 658 260 789 41  
 HURSTVILLE NSW 2220  
 LIC: 54822C  
 PH: 02 95913700

PROJECT  
 COLIN MCGREGOR  
 UNIT 391 E-9 CHURCH AVE  
 MASCOT NSW  
 DRAWING TITLE  
 NORTH ELEVATION



01 EAST ELEVATION  
SCALE 1:50 A3

LEGEND:  
CONCRETE  
TILED TERRACE  
EXISTING  
MAIN FLOOR

W WINDOW  
PC POLY CARB  
D DRAIN  
E1 EXISTING

IMPERATIVE CONSTRUCTIONS  
ABN : 658 260 789 41  
HURSTVILLE NSW 2220  
LIC : 54822G  
BU : 07 96112770

PROJECT:  
COLIN MCGREGOR  
UNIT 381 3-9 CHURCH AVE MASCOT N.S.W.  
DRAWING TITLE  
SCALE 1:50

## **34 Service of documents on owner of lot by owners corporation**

A document may be served on the owner of a lot by electronic means if the person has supplied the owners corporation with an e-mail address for the service of notices and the document is sent to that address.

## **35 Storage units in car parking spaces**

### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

35.1 In this by-law:

- (a) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) Lot means a lot in strata scheme 82501.
- (c) Owner or Occupier means the owner or occupier of a lot in strata scheme 82501.
- (d) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 82501.
- (e) Works means the works undertaken by the Owner or Occupier to install the following freestanding product within the carparking space of the Owner's or Occupier's Lot:

Type of product	Freestanding and lockable enclosed storage cabinet on wheels.
Manufacturer	Space Commander Pty Ltd or such other manufacturer of similar products as may be approved by the Owners Corporation in writing.
Colour	Colour in keeping with the appearance of the scheme.
Materials	Steel.
Model	As supplied by Space Commander Pty Ltd or such other manufacturer of similar products and approved by the Owners Corporation in writing.

35.2 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 the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation includes references to amending and replacing legislation.

### **PART 2**

#### **GRANT OF RIGHTS**

35.3 An Owner or Occupier must not store or keep any personal property, other than a motor or other vehicle, within the car parking space of the Owner's or Occupier's Lot, except in accordance with Part 3 of this by-law.

35.4 Subject to the Owner's or Occupier's compliance with Part 3 of this by-law, the Owner or Occupier is granted the right to install the Works in the car parking space of their Lot.



- 35.5 An Owner or Occupier may use the Works for storage, subject to compliance with Part 3 of this by-law.

### **PART 3**

#### **CONDITIONS**

##### **PART A**

###### **Storage within Works only**

- 35.6 Anything stored by an Owner or Occupier, other than a motor or other vehicle, must be stored inside the Works and such goods must comply with by-law 10, which is set out below:

*“By-law 10*

*(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.”*

##### **PART 8**

###### **Before commencement**

- 35.7 Before commencement of the Works, the Owner or Occupier must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
  - (b) obtain approval for the Works from the Owners Corporation in writing.
- 35.8 Where an Occupier seeks approval for the Works, the Occupier must provide written evidence to the Owners Corporation that the Owner consents to the installation of the Works.
- 35.9 The Works must be installed in the following manner:
- (a) subject to any approvals from any Authorities;
  - (b) must be fully contained with the Lot; and
  - (c) subject to the reasonable directions of the Owners Corporation which would
  - (d) normally require that the Works be free standing, not fixed to a wall, and not placed in any position which would interfere with any services in the building.

##### **PART C**

###### **During installation**

- 35.10 Whilst the Works are in progress the Owner or Occupier must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (e) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (f) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

- (g) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (h) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

**PART D**

**After installation**

- 35.11 After the Works have been installed the Owner or Occupier must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
  - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

**PART E**

**Enduring rights and obligations**

- 35.12 The Owner or Occupier:
- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
  - (b) must indemnify the Owners Corporation for any increase in an insurance premium resulting from the grant of rights under this by-law;
  - (c) remains liable for any damage to lot or common property arising out of the Works;
  - (d) must make good any damage to lot or common property arising out of the Works;
  - (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- must comply with any requirements or notices from any Authority regarding the Works.

**36 Bicycles and bicycle racks**

---

**36.1 General prohibition on bicycles in lifts**

An owner or occupier of a lot must not bring a bicycle into a lift at the property.

**36.2 Use of bicycle racks**

- (a) An owner or occupier must not store a bicycle in a car space.
- (b) An owner or occupier of a lot must not use the Bicycle Racks without the approval in writing of the owners corporation and in compliance with the remaining provisions of this by-law.
- (c) The owners corporation may grant or withhold its consent under this by-law in its absolute sole discretion and with or without conditions (which conditions, if imposed, must be complied with by that owner or occupier).
- (d) The owners corporation may revoke its consent at any time if it is of the view that the owner or occupier of a lot to whom that consent was granted has not complied with this by-law.
- (e) A consent given by the owners corporation, unless it is expressed to expire earlier, or is earlier revoked, expires 1 year after the date on which it is granted.

### **36.3 Conditions regarding use of the Bicycle Racks**

- (a) An owner or occupier of a lot must not use the Bicycle Racks for any purpose other than the parking of bicycles.
- (b) An approval of the owners corporation under this by-law only permits the use of one space in the Bicycle Racks for the parking of 1 bicycle, unless that approval provides otherwise.
- (c) An owner or occupier of a lot must notify the owners corporation of the make, model and colour of any bicycles which they park in the Bicycle Racks.
- (d) A bicycle parked by an owner or occupier in the Bicycle Racks must be wholly owned by that owner or occupier and not subject to any lien or charge.

### **36.4 Uncollected goods**

If any goods of an owner or occupier are left in the Bicycle Racks upon the revocation or expiration of the owners corporation's written consent under this by-law ("**Uncollected Goods**"), then:

- (a) The Uncollected Goods are thereupon bailed to the owners corporation upon the terms of this clause 36.4.
- (b) The Uncollected Goods are immediately ready for delivery to the owner or occupier and must be collected by them within 1 calendar month of the revocation or expiration of the owners corporation's written consent.
- (c) The owners corporation is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to the owner or occupier for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the owners corporation).
- (d) After the expiration of the period in clause 36.4(b) the owners corporation may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.
- (e) This clause 36.4 operates as an agreement between the relevant owner or occupier of a lot and the owners corporation as to the disposal of uncollected goods within the meaning of section 6 (1) of the Uncollected Goods Act 1995.

### **36.5 Remedies**

If the owners corporation is of the view that an owner or occupier of a lot has breached this by-law, it may, without limiting any other remedy available to it at law, cancel the operation of any access card or device of that owner or occupier relating to the property, without prejudice to any right of that owner or occupier to apply for reactivation of that card or device or the issue of a new card or device.

## **37 Cosmetic Works and Minor Renovations**

---

### **37.1 Cosmetic work**

An owner of a lot who undertakes, or proposes to undertake Building Works that are "cosmetic work" within the meaning of section 109 of the Management Act:

- (a) must, prior to undertaking those Building Works, provide written notice to the owners corporation, including the following:
  - (i) details of the works, including copies of any documents describing the work;
  - (ii) duration and times of the works;
  - (iii) details of the persons carrying out the works, including qualifications to carry out the works; and

- (iv) arrangements to manage any resulting rubbish or debris; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

### **37.2 Minor renovations**

An owner of a lot who undertakes, or proposes to undertake, Building Works that are “minor renovations” within the meaning of section 110 of the Management Act:

- (a) must comply with their obligations under that section; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

### **37.3 Application**

Before commencing Building Works the subject of clause 37.2, an owner of a lot must provide to the strata committee of the owners corporation a notice setting out a description of the proposed work including drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether, in its view, the proposed work is properly the subject of section 110 of the Management Act.

### **37.4 Delegation of functions**

Within the meaning of section 110(6)(b) of the Management Act the owners corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

### **37.5 Consents**

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

### **37.6 Definitions**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

***Building Works Conditions*** has the meaning given to it in by-law 40; and

***Building Works*** has the meaning given to it in by-law 40.

## **38 Approval of work**

---

### **38.1 Work**

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

### **38.2 Exclusive use**

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

### **38.3 Building Works**

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

#### **38.4 Ongoing maintenance and use**

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

#### **38.5 Access**

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

#### **38.6 Indemnity**

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

#### **38.7 Default**

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

#### **38.8 Scope of Works**

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

#### **38.9 Recovery of amounts**

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
  - (i) any interest payable; and
  - (ii) the expenses of the owners corporation incurred in recovering those amounts.

**Note.** *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

### 38.10 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

### 38.11 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

### 38.12 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

**Authorised Lot** means each lot in the strata scheme severally;

**Authorised Owner** means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Owner;
- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally;

**Building Works Conditions** has the meaning given to it in by-law 40;

**Building Works** has the meaning given to it in by-law 40;

**Exclusive Use Area** means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
  - (i) only accessible from within that premises; or
  - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

**Permitted Work** means Building Works as set out in the Scope of Works.

**Resolution** means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner; and

**Scope of Works** means the Scope of Works in Annexure B.

### 38.13 Application

Before commencing Permitted Work hereunder, the Authorised Owner (or a person claiming to be an Authorised Owner) ("**Applicant**") must provide to the strata committee of the owners corporation a notice setting out the following:

- (a) A description of the proposed work including drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether, in its view, the proposed work is Permitted Work hereunder.
- (b) Evidence, to the reasonable satisfaction of the strata committee, that the other provisions hereof applying to the proposed work are or would be complied with.
- (c) Evidence, to the reasonable satisfaction of the strata committee, that the Applicant is an Authorised Owner hereunder, and that the Applicant has (or will) comply with the obligations they have (or will have) hereunder in respect of the proposed work.

The owners corporation may, at its discretion, elect to charge a fee to the Applicant in connection with the giving of a notice under this clause in an amount determined by the strata committee (acting reasonably) from time to time, in which case the Applicant must, immediately upon demand, pay that fee.

## **39 Methods and procedures**

---

### **39.1 Approvals**

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

### **39.2 Bond**

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
  - (i) as reasonably determined from time to time by the owners corporation; or
  - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

### **39.3 Acting through others**

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

#### **39.4 Liability for occupiers and invitees**

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

#### **39.5 Exercise of care, skill and compliance with law**

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

#### **39.6 Obligation to do work to remedy breach**

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 39.6 a reference to property includes the common property or personal property vested in the owners corporation.

#### **39.7 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 39.6 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
  - (i) in accordance with any applicable law and any other applicable requirement hereof; and
  - (ii) in a proper and workmanlike manner and exercising due care and skill.



**Note.** *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

### **39.8 Power to carry out work and recover costs**

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

### **39.9 Application of the Civil Liability Act 2002**

- (a) Owners and occupiers of lots acknowledge and agree that:
  - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
  - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

## **40 Definitions and interpretation**

---

### **40.1 Interpretation**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with the by-laws of the strata scheme;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and

- (l) a term defined in the Management Act or Development Act will have the same meaning.

#### **40.2 Functions of the owners corporation**

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

#### **40.3 Severability**

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

#### **40.4 Definitions**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

**Approval** means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authorised Lot** means each lot in the strata scheme severally;

**Authorised Owner** means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Owner;
- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally;

**Authority** means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

**Bicycle Racks** means the common property bicycle racks in the strata scheme.

**Building Works Conditions** means the provisions of Annexure A;

**Building Works** has the meaning given to it in the Building Works Conditions;

**common property** means the common property in the strata scheme;

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

**Exclusive Use Area** means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
  - (i) only accessible from within that premises; or
  - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

**Management Act** means the Strata Schemes Management Act 2015;

**occupier** means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

**owner** means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

**owners corporation** means the owners corporation created on registration of the strata plan;

**Permitted Work** means Building Works as set out in the Scope of Works.

**Resolution** means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

**Scope of Works** means the Scope of Works in Annexure B;

**strata plan** means strata plan number 82501; and

**strata scheme** means the strata scheme relating to the strata plan.

# Annexure A Building Works Conditions

## 1 Building Works Conditions

---

### 1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

### 1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

### 1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

#### 1.4 **Bond**

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

#### 1.5 **Plans and specifications**

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

#### 1.6 **Insurance**

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

#### 1.7 **Ownership of works**

Building works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

#### 1.8 **Definitions**

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

**Building Works** means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time.

**You** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

**Your** has a corresponding meaning to You.

# Annexure B Scope of Works

## 1 Scope of Works

---

### 1.1 New Works

Except for the Excluded Work, and subject to the General Specifications, the following works are Permitted Work if they had not been done at the time of the making of this by-law:

#### (a) False ceilings

The alteration of, replacement of or addition of false ceilings including recessed lighting in the Authorised Lot.

#### (b) Flooring Works

The alteration of, replacement of or addition of floor coverings or floor surfaces in the Authorised Lot, provided that those works:

- (i) otherwise comply with any requirements of the by-laws applying to them, including without limitation in respect of noise; and
- (ii) in any case, transmits no more noise than Noise Transmission Limit.

#### (c) Bathroom Renovations

The renovation of any bathroom of the Authorised Lot including:

- (i) replacement of or installation of new tiles, floor and wall surfaces, mirrors, toilets, vanities, baths, shower screens, cabinets, light fittings and other bathroom fixtures and fittings;
- (ii) painting or refinishing of surfaces;
- (iii) electrical wiring work (including terminating wiring, installing switches and other related work); and
- (iv) plumbing and drainage work within the airspace of the Authorised Lot.

#### (d) Kitchen Renovations

The renovation of any kitchen of the Authorised Lot including:

- (i) replacement of or installation of new tiles, floor and wall surfaces, cabinetry, sinks, bench tops, light fittings and other kitchen fixtures and fittings;
- (ii) painting or refinishing of surfaces;
- (iii) replacement of or installation of new appliances;
- (iv) electrical wiring work (including terminating wiring, installing switches and other related work); and
- (v) plumbing and drainage work (including gas plumbing).

#### (e) Air-Conditioning Work

The installation of Air-Conditioning Equipment on or in the common property for the use or benefit of the Authorised Lot, provided that:

- (i) the works and their installation comply with, without limitation, Australian and New Zealand Standard AS / NZS 3823 and the Service and Installation Rules of New South Wales, the electricity industry standard of best practice for customer connection services and installations, published from time to time by the State of New South Wales, presently through the Division of Resources & Energy, Trade & Investment; and

- (ii) any condensate run-off must be plumbed to the nearest available waste water outlet and in any event only into existing drainage unless otherwise authorised by the owners corporation in writing.

## 1.2 Existing Works

- (a) Any works of the same type or kind as described in clause 1.1 of this Scope of Works that were:
  - (i) undertaken between the period from the date of the making of this by-law and two (2) years thereafter, in circumstances where the owner (or a previous owner) of the Authorised Lot failed to provide prior written consent to the making of this by-law,  
  
are Permitted Work, provided that despite any other provision of this by-law, the Authorised Owner in respect of those existing works is not required to upgrade, modify or reconstruct those existing works in order to comply with any requirement of this by-law applying to their method or manner of construction.
- (b) However, the preceding clause 1.1 does not apply:
  - (i) to the extent that those existing works are subsequently upgraded, renewed or replaced (not including minor repairs or maintenance) and in that event such upgrade, renewal or replacement works must be done as if they were new Permitted Works within the meaning of this by-law; and
  - (ii) to the extent that, in respect of those existing works, a non-compliance with any requirement of this by-law that would (but for the preceding clause 1.1) apply to their method or manner of construction is likely to cause or result (or in fact causes or results) in:
    - (A) a nuisance or hazard to the owner or occupier of another lot or any person lawfully using the common property;
    - (B) an interference with the peaceful enjoyment of an owner or occupier of another lot;
    - (C) an interference with any support or shelter provided by the property to any lot or the common property;
    - (D) an interference with the passage of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil and other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts for the time being at the property;
    - (E) the property ceasing to comply with the terms of any Approval or, to the extent that they apply to the property, the Building Code of Australia or the National Construction Code;
    - (F) an order being made by an Authority in connection with the property;
    - (G) the owners corporation or the property ceasing to comply with any requirement imposed by an insurer of the owners corporation; or
    - (H) an increase in the insurance premiums payable by the owners corporation in respect of the common property.
- (c) If clause 1.2(b)(ii) above applies, the Authorised Owner in respect of those existing works must bring those works into compliance with the requirements of this by-law within a reasonable time after the making of this by-law (and, if the owners corporation serves a notice on the Authorised Owner requesting such compliance, in any event within 28 days of that notice being served).

### 1.3 Definitions

In this Scope of Works, unless the context otherwise requires:

**Air-Conditioning Equipment** means any air-conditioning plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances;

**Excluded Work** means:

- (a) any work requiring alteration of the structural elements of the property (such as without limitation core drilling of a slab), save that, for the purposes of this clause, the following are not considered alteration of a structural element of the property:
  - (i) the mere removal of a non-load bearing wall in accordance with this by-law; and
  - (ii) a penetration through a wall of the property which is otherwise done in accordance with the requirements of this by-law; and
- (b) any work in a lot other than the Authorised Lot the subject of the Permitted Works (such as, without limitation, the installation of bulkheads and drainage services in a lot below); and
- (c) any work that is visible from the public street, except with the express prior written consent of the owners corporation;

**General Specifications** means:

- (a) the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property;
- (b) any plant and equipment or appliance forming part of the Permitted Works must have an Equipment Energy Efficiency Star Rating of at least 3 in accordance with a mandatory Energy Rating Label for each such appliance as required by law; and
- (c) any plant and equipment or appliance forming part of the Permitted Works must be new and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances reconditioned to a standard which is not less than that which originally applied to the same; and

**Noise Transmission Limit** means the maximum amount of noise transmissible (by structure or air) from one apartment dwelling to another under the Building Code of Australia as it applies to newly constructed apartment dwellings from time to time.



## Special By-Law 9 – Lot 127 Works

### Definitions and Interpretations

1. In this by-law

- (a) “Act” means the Strata Schemes Management Act 1996;
- (b) “Authority” means a principle certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, statutory, public or other authority having any jurisdiction over the Lot;
- (c) “Insurance” means:
  - (i) Contractors all risk insurance in the sum of \$10,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
  - (ii) Public liability insurance for an amount of at least \$10,000,000;
  - (iii) Insurance required under the Home Building Act 1989 and, if permissible by the insurer, noting the Owners Corporation as an interested party; and
  - (iv) Workers compensation insurance, if required by law.
- (d) “Lot” means Lot 127 in Strata Plan No. 82501;
- (e) “Owner” means the owner of Lot 127 in Strata Plan No. 82501;
- (f) “Owners Corporation” means The Owners — Strata Plan No. 82501;
- (g) “Works” means:
  - (i) Removal of existing sliding door;
  - (ii) Installation of a set of floor to ceiling satin stainless steel bi-fold doors in the existing opening measuring 3340mm width x 2670mm height with the following specifications:
    - (A) manufactured using Alspec’s Hawkesbury Bi-Fold Door System;
    - (B) consisting of 6.38mm laminated safety glass; and
    - (C) designed to meet Australian Standard ASZO47 and WERS rated; including the installation of tyred floor guide channels (concealed beneath the flooring) for the bi-fold doors to slide across;
  - (iii) all in accordance with the following documents:
    - (A) Letter from Colorfen Constructions annexed and marked “A”.
    - (B) Plans prepared by Colorfen Constructions and dated May 2014 annexed and marked “NB”
    - (C) Alspec information brochure regarding bi-fold doors annexed and marked “C”.

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 the by-law will have the same meaning as those defined in the Act; and
- (d) Reference to legislation includes reference to amending and replacing legislation.

## **Rights**

3. The Owner is authorised and given the special privilege to add to, alter and erect new structures on the common property by carrying out the works.

## **Conditions**

### ***Before Commencement***

4. Before commencement of the Works, the Owner must:
  - (a) Obtain any necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
  - (b) Provide any documents reasonably required by the Owners Corporation relating to the Works; and
  - (c) Effect and maintain the Insurance and provide copies of the certificates of insurance to the owners corporation (if requested).

### ***During Works***

5. Whilst the Works are in progress the Owner must:
  - (a) Use duly licenced employees, contractors or agents to conduct the Works and supply their contact and licence details to the owners corporation before each of them commences their works;
  - (b) Perform the Works during the times reasonably approved by the Owners Corporation and, unless otherwise specified by the Owners Corporation:
    - (i) For noisy activities (including but not limited to concrete drilling or constant hammering) between 9:00am and 3:00pm Monday to Friday inclusive;
    - (ii) For any other activities between 7:30am and 5:00pm Monday to Friday (inclusive) and from 8:00am to 1:00pm on Saturday;
  - (c) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
  - (d) Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - (e) Comply with any reasonable direction given by the Owners Corporation or an executive committee member regarding the manner in which the Works are carried out;
  - (f) Transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) Protect all affected areas of the building outside the Owner's Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (h) Promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;
  - (i) Ensure that materials, equipment or debris are not stored on the common property;
  - (j) Ensure the Works do not interfere with or damage any part of another Lot or common property, including any fixtures, fittings or other property contained on another lot or common property, unless permitted under this by-law and, if this happens, the Owner must promptly rectify that interference or damage, at their own cost, within a reasonable period of time as directed by the Owners Corporation's nominated representative;

- (k) Comply with the by-laws and requirements of any Authority concerning the performance of the Works; and
- (l) Not vary the Works without first obtaining the consent in writing from the Owners Corporation.

***After the Works***

6. After the Works have been completed, the Owner must, without unreasonable delay:
- (a) Notify the Owners Corporation that the Works have been completed;
  - (b) If required, provide the Owners Corporation with a copy of any certificate or certification by an Authority in relation to the Works; and
  - (c) Notify the Owners Corporation that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law have been rectified.

***Enduring Rights and Obligations***

7. The Owner:
- (a) Is responsible for the cost of the Works;
  - (b) Is responsible for the cost of any additional fire and life safety measures that may be required as a consequence of the Works;
  - (c) Is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works;
  - (d) Remains liable for any damage to Lot or common property arising out of the Works;
  - (e) Must make good any damage to Lot or common property arising out of the Works immediately after it has occurred;
  - (f) Must indemnify the Owners Corporation against any increased or extra premium that may become payable by the Owners Corporation for the insurance of the Building directly arising out of the Works; and
  - (g) Must indemnify the Owners Corporation against any liability, expense, loss or damage the Owners Corporation incurs as a result of:
    - (i) The Works; and
    - (ii) The use, maintenance, repair, renewal or replacement of the Works;

***Right to Remedy Default***

8. The Owner acknowledges that if the Owner fails to comply with any obligation under this by-law, the Owners Corporation may take steps to remedy that failure or non-compliance and in doing so, the Owners Corporation has the right to:
- (a) Carry out all work necessary to perform that obligation;
  - (b) Enter upon any part of the parcel to carry out that work; and
  - (c) Recover costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).
9. The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.