

**Lodger Details**

Lodger Code 503696B  
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HAYMARKET 1240  
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Reference 221398 - DPS -

Land Registry Document Identification

**AT455507**

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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Land Title Reference	Part Land Affected?	Land Description
CP/SP65564	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP65564  
Other legal entity

**Meeting Date**

23/08/2023

**Repealed by-law No.**

**Details** NOT APPLICABLE

**Added by-law No.**

**Details** SPECIAL BY-LAW 14

**Amended by-law No.**

**Details** BY-LAWS 13, 15, 22 & 30; AND SPECIAL BY-LAW 2

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP65564

**Signer Name** MICHELLE MONICA KUMAR

**Signer Organisation** KEMPS PETERSONS LEGAL PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 20/09/2023

## ANNEXURE A




**66 BOWMAN ST, PYRMONT, 2009**

**STRATA PLAN 65564**

**BY-LAWS**

The seal of The Owners – Strata Plan No. 65564  
was affixed on 20 September 2023  
in the presence of the following person(s) authorised by  
section 273 Strata Schemes Management Act 2015 to attest  
the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri,  
affixed by me, or at my direction, on 20 September 2023

Authority: Licensed Strata Managing Agent,  
[Licence No. 723973]  
Dynamic Property Services P/L



## **STRATA PLAN 65564**

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## **1. Definitions and Interpretation**

1.1 In these by-laws these terms (in any form) mean:

**"Act"** the Strata Schemes Management Act 2015 (NSW) as amended from time to time;

**"Architectural Standards"** the meaning given to that term in the Community Management Statement;

**"Building"** the building containing the Strata Scheme and the Tablet House Lot;

**"Bicycle Storage Facilities"** those areas of Common Property containing bicycle racks for the storage of bicycles;

**"Car Wash Bay"** those areas of Common Property designated by the Owners Corporation from time to time as car wash bays;

**"Common Property"** so much of the Parcel as from time to time is not comprised in any Lot;

**"Community Association"** Community Association DP 270215;

**"Community Management Statement"** the community management statement registered with the Community Plan as amended by the Community Association from time to time;

**"Community Parcel"** the land the subject of the Community Scheme;

**"Community Plan"** deposited plan 270215;

**"Community Property"** the meaning given to that term in the Community Management Statement;

**"Community Scheme"** the community scheme constituted on registration of the Community Plan;

**"Community Title Legislation"** the Community Land Development Act 1989 and the Community Land Management Act 1989

**"Development Consent"** means No. D/01/00129

**"Excluded Dog"** has the same meaning as in the Community Management Statement which is:

- (a) a Pit Bull terrier;
- (b) an American Pit Bull terrier;
- (c) a Dogo argentino;
- (d) a Fila Breazileiro;
- (e) a Japanese Tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government;
- (h) an unregistered or dangerous dog under the Dog Act 1966.

**"Fleetview Recreational Facilities"** the recreational facilities on Common Property including a Swimming Pool, Gardens, Gymnasium and Bicycle and Kayak Storage Facilities;

**"Gymnasium"** the gymnasium on Common Property;

**"Kayak Storage Facilities"** those areas of Common Property containing kayak racks for the storage of kayaks;

**"Landscape Standards"** the meaning given to that term in the Community Management Statement;

**"Lot"** a lot (as defined in the Act) in the Strata Plan;

**"Occupier"** any person in lawful occupation of a Lot;

**"Owner"**:

(a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in fee simple in that Lot; or

(b) a person whose name has been entered on the strata roll as an Owner of a Lot in accordance with s 178 of the Act;

**"Owners Corporation"** the owners' corporation for the Strata Scheme;

**"Parcel"** the land comprised in the Strata Plan;

**"Permitted Person"** a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier;

**"Recreational Facilities"** the scheme's gymnasium, swimming pool, gardens and bicycle and kayak storage facilities;

**"Regulations"** the *Strata Schemes Management Regulations, 2016*, as amended.

**"Residential Development"** means the use of land for permanent accommodation, but does not include the use of land for a hotel, hostel, serviced apartments, backpacker accommodation, apartment hotel, tourist accommodation or the like.

**"Security Key"** means an electronic card, fob or button used to access common property in the Building, Recreational Facilities and Community Property.

**"Strata Committee"** the strata committee of the Owners Corporation

**"Strata Plan"** the strata plan registered with these by-laws;

**"Strata Scheme"** the strata scheme constituted on registration of the Strata Plan;

**"Swimming Pool"** the swimming pool which is on Common Property;

**"Tablet House lot"** the land contained in lot 27 in the Community Plan;

**"Vehicle"** includes the following (and any combination of them):

(a) a motor vehicle, trailer, bicycle, motorised wheelchair, each as defined by the *Road Rules 2008*; and

(b) a boat, a caravan or other towable item.

**"Visitor Car Parking"** those areas of Common Property designated from time to time by the Owners Corporation as car spaces for parking of Vehicles by visitors to the Strata Scheme.

**Waste** has the same meaning as in the *Protection of the Environment Operations Act 1997* and, without limitation, includes garbage and recyclable material.

## **Interpretation**

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

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

(b) any gender includes all other genders;

(c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and

(d) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

## **2. Common Property**

### **Damage to Lawns and Plants**

2.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not:

(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.

### **Damage to Buildings**

2.2 Except with the prior written approval of the Owners Corporation, an Owner or Occupier 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.

2.3 An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.

### **Depositing Waste and Other Material**

2.4 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any waste, dirt, dust or other material or discarded item.

## **3. Cleaning**

### **Windows and Doors**

3.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

### **Balconies and Gardens**

3.2 An Owner or Occupier must keep all internal gardens and balconies clean, tidy and well maintained.

3.3 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:

(a) properly maintain the soil in the planter boxes; and

(b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot.

## **4. Moving Furniture and Other Objects on or through Buildings**

### **Notice**

4.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation or its nominee so as to enable the Owners Corporation to arrange for its nominee to be present at the time when the Owner or Occupier does so.

### **Owners Corporation may resolve**

4.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or be transported through or on Common Property (whether in the Building or not) in a specified manner.

### **Resolution**

4.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that resolution.

**Note:** Please refer to By-law 22.

## **5. Floor Coverings**

### **Noise**

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

5.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom

**Note:** Please refer to By-law 26.

## **6. Garbage Disposal**

6.1 This by-law is subject to the provisions of the Community Management Statement.

6.2 The Strata Scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier:



(a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(b) must promptly remove any thing which the Owner or Occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

## **7. Change in Use of Lot to be notified**

7.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

7.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

## **8. Provision of Amenities or Services**

8.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including;

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

8.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## **9. Community Management Statement**

### **Affect on the Strata Scheme**

9.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of Owners and Occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

## **Comply**

9.2 An Owner or Occupier must comply with the Community Management Statement.

## **Breach**

9.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

9.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

## **10. Architectural Standards and Landscape Standards**

### **Who may prescribe**

10.1 Under the Community Management Statement:

(a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and

(b) the Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

### **Bound**

10.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

## **11. Use of the Fleetview Recreational Facilities**

11.1 A Permitted Person may use the Fleetview Recreational Facilities subject to the following terms and conditions.

### **Swimming Pool**

11.2 The following terms and conditions apply to the use of the Swimming Pool.

(a) the Swimming Pool may only be used between the hours of 7:00am and 6:00pm daily and 7:00am - 9:00pm during daylight saving;

(b) children under the age of 15 years of age may use the Swimming Pool only if accompanied and supervised by an adult;

(c) glass objects, drinking glasses, food and sharp objects are not permitted in the Swimming Pool enclosure;

(d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool or its enclosure; and

(e) Swimming Pool equipment must not, except with the approval of the Owners Corporation, be interfered with, operated or adjusted.

### **Gymnasium**

11.3 The following terms and conditions apply to the use of the Gymnasium:

(a) the Gymnasium may only be used between the hours of 5.00am and 10.00pm or other hours nominated from time to time by the Owners Corporation;

(b) children under the age of 15 years may use the Gymnasium only if accompanied and supervised by an adult;

(c) all users must be appropriately attired and wear shoes;

(d) all users must carry a towel; and.

(e) all users must wipe down the equipment they use with a wipe provided for that purpose.

11.4 A Permitted Person must comply with any rules that the Community Association or the Owners Corporation, as the case may be, makes about use of the Fleetview Recreational Facilities.

### **Storage of Bicycles**

11.5 An Owner or Occupier must not:

(a) permit any bicycle to be stored on the Common Property other than in the Bicycle Storage Facilities; and

(b) permit any bicycle to be brought onto any part of the Common Property including the foyer, lifts, stairwells, hallways, garden areas, walkways, balconies, courtyards or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

### **Storage of Kayaks**

11.6 (a) The allocation of a storage rack to an Owner or Occupier is at the discretion of the Owners Corporation Strata Committee. Applications must be made to the Secretary.

(b) The provision of a storage rack is subject to availability. Eligibility is limited to one rack per Lot. The provision of a storage rack is to a named Owner or Occupier where an Occupier must have resided in the scheme for at least one year under a registered tenancy.

(c) The rack must be vacated when the named Owner or Occupier ceases to be a resident. An owner cannot pass on a storage rack to another Owner or Occupier. The rack will be numbered and allocated to the named Owner or Occupier. This does not imply a property right attached to the storage rack.

(d) Where a rack is allocated to an Owner or Occupier in a secure room, the Owner or Occupier will be issued with a key to the room. The key is to be issued for a non-refundable fee of \$20. An Owner or Occupier must remove a kayak and return the key to the Secretary of the Owners Corporation when the Owner or Occupier ceases to be a resident.

(e) Owners or Occupiers provided with a rack in the open area of the common property must notify the Secretary when you the Owner or Occupier ceases to be a resident.

(f) Owners and Occupiers are to agree that use of the Kayak Storage Facilities is at the Owner's or Occupier's own risk and indemnify the Owners Corporation against any theft or damage to an Owner's or Occupier's kayak and/or third-party property damage or any injury an Owner or Occupier may incur whilst using the Storage Facility.

(g) The Strata Committee reserves the right to withdraw the facility if there is evidence that a storage rack is being used for long term storage only or is left empty for an extended period.

(h) The Strata Committee reserves the right to require an Owner or Occupier to move their kayak to a different rack.

(i) An Owner or Occupier must not permit any kayak to be stored on the Common Property other than in the Kayak Storage Facilities nor permit any kayak to be brought onto any part of the Common Property including the foyer, lifts, stairwells, hallways, garden areas, walkways, balconies, courtyards or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

## **12. Agreement to Provide Services**

The Owners Corporation may determine to enter into an agreement with third parties to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property that the Community Association is not responsible for.

## **13. Security Keys**

13.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys in accordance with this by-law and conditions of the Development Consent.

13.2 The Owners Corporation must make Security Keys available to:

- (a) Owners;
- (b) persons authorised by the Owners Corporation; and
- (c) owners and occupiers of the Tablet House stratum Lot.

13.3 The Security Keys provided to persons under clause 13.2 need only provide access to the parts of the Building which those persons are entitled to access.

13.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner of a Lot.

13.5 An Owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

13.6 A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

13.7 The Owners Corporation has the authority to regulate the distribution of Security Keys provided to each Lot, with the condition that no more than two security keys are issued per bedroom in the Lot.

Note:

To provide further clarification on this clause, the following examples outline the allocation guidelines:

A one-bedroom Lot may receive a maximum of two Security Keys.

A two-bedroom Lot may receive a maximum of four Security Keys.

A three-bedroom Lot may receive a maximum of six Security Keys.

## **14. Car Spaces**

### **Use**

14.1 An Owner or Occupier of a Lot must not use that part of the Lot designated for use as a car space for any other purpose other than that permitted by this by-law.

14.2 The following items may be kept within a designated car space: motor vehicles, provided the motor vehicle does not exceed the length of the car space; motor bike; bicycle; trailer; boat on a trailer, provided it does not exceed the length of the car space; approved storage box or shed.

14.3 Any item or items to be kept within a designated car space are to remain wholly contained within the car space.

14.4 A Lot Owner or Occupier at the written direction of the Strata Committee, is to remove within 7 days of a written direction, any item stored within the car space that is not included in clause 14.2 above, or is not wholly contained within the car space as required in clause 14.3.

14.5 If a Lot Owner or Occupier does not comply with the written direction in clause 14.4, the Strata Committee can instruct the building management to remove the non- conforming item from the car space and dispose of it.

14.6 Any costs incurred by the Owners Corporation in the removal and disposal of a non- conforming item from a lot car space, may be recovered by the Owners Corporation from the Owner of the Lot concerned as a debt and include reference of that debt on levy notices and any other levy report or information.

### **Alterations or fixtures**

14.7 An Owner or Occupier must not attach a fixture including a door or cage or other like to a car space without the prior written consent of the Owners Corporation.

14.8 If an Owner or Occupier applies to the Owners Corporation for consent under by-law 14.7, that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Lot Owner or any other Owner or Occupier's lot, nor impact on the Common Property or Common Property services.

## **15. Car Wash Bay**

The following terms and conditions apply to the use of the Car Wash Bay:

- (a) the Car Wash Bay may only be used for the purpose of washing cars and boats; and
- (b) any other rules made by the Owners Corporation in relation to the use of the Car Wash Bay.

## **16. Building Works**

### **Notice to Owners Corporation**

16.1 An Owner must not alter the structure of a Lot without giving to the Owners Corporation at least 14 day's written notice.

16.2 The notice under clause 16.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed alterations;
- (b) the nature and extent of the proposed alterations;

(c) whether any Common Property will be affected; and

(d) whether the consent of the Community Association is required in accordance with the provision of the Community Management Statement.

### **17. Visitor Car Parking**

17.1 An Owner or Occupier of a Lot must not park a Vehicle in a designated visitor car parking space within the scheme.

17.2 A Permitted Person may park a Vehicle in a designated visitor car parking space for a consecutive period of up to 24 hours.

17.3 Should an Owner or Occupier or their invited guests breach the terms of this by-law, the Owner or Occupier will be prevented from entitling a Permitted Person to use a designated visitor car parking space for a period of three (3) months or such other time frame as determined by the Strata Committee.

17.4 Should a vehicle occupying a designated visitor car parking space overstay its authorised occupancy by 24 hours or more, the Strata Committee may cause the vehicle to be wheel clamped or towed away. Any costs incurred by the Owners Corporation in clamping and/or unclamping the vehicle or for the removal and storage of the vehicle may be recovered by the Owners Corporation from the Owner of the Lot associated with the booking which facilitated the vehicle's occupation of the space as a debt, and include reference of that debt on levy notices and any other levy report or information.

### **18. Air Conditioners**

#### **Definitions**

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

(a) "**Works**" means the alterations and additions undertaken by an Owner to install an air-conditioning unit to their Lot and so much of the adjoining common property as is necessary (including all ancillary structures).

(b) "**Owner**" means each of the owners of Strata Plan No. 65564.

18.2 Where any terms used in this by-law are defined in the *Strata Schemes Management Act 2015*, they will have the same meaning as those words are attributed under the Act.

#### **Scope of by-law**

18.3 An Owner must not undertake the Works except in accordance with this by-law.

#### **Conditions Specifications**

18.4 The Works must be of a style, type and to the specifications as decided by the Strata Committee from time to time, but in no case involving an installation that has a maximum noise emission or sound pressure level output over 55 DBA.

18.5 The Owner must ensure an evaporation tray, or other appropriate mechanism, is part of the Works to the air-conditioning unit to ensure all water from the condenser is caught, retained and disposed of properly.

18.6 Disposing of properly, referred to in By-Law 18, clause 5 above, does not include drainage through the existing drains constructed into the balconies of the lots, through a down pipe or, across the surface area of balconies.

## **Maintenance**

18.7 Owners must properly maintain and keep the Common Property to which their Works are erected or attached in a state of good and serviceable repair.

18.8 Owners must properly maintain and keep their Works in a state of good and serviceable repair and must replace their Works as required from time to time.

## **Documentation**

18.9 Before commencing the Works, an Owner must submit to the Owners Corporation the following documents relating to the Works:

- (a) specifications; and
- (b) any other document reasonably required by the Owners Corporation.

## **Approvals**

18.10 Before commencing the Works, an Owner must obtain the written approval for the specification and performance of the Works from the Strata Committee.

## **Performance of Works**

18.11 In performing the Works, an Owner must:

- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- (b) protect all areas of the scheme outside their lot from damage by the Works or the transportation of construction materials, equipment, debris;
- (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Works;
- (d) only perform the Works at the times approved by the Owners Corporation;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from the Works immediately from the building;
- (g) 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; and
- (h) allow the Strata Committee or its authorised agent to inspect the Works on completion.

## **Liability**

18.12 Owners will be liable for any damage caused to any part of the Common Property as a result of the installation, erection or attachment of their Works to the Common Property and will make good that damage immediately after it has occurred.

## **Indemnity**

18.13 Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers resulting from the performance, maintenance or replacement of their Works on the Common Property including liability under section 122(6) of the Act in respect of any property of the Owner.

## **Cost of Works**

18.14 The Works must be undertaken at the cost of the Owner.

## **Licensed Contractor**

18.15 The Works shall be done:

18.16

(a) in a proper and workmanlike manner and by duly licensed contractors; and

(b) in accordance with the drawings and specifications (if any) approved by the local council and/or Owners Corporation.

## **Owners Fixtures**

18.17 The Works shall remain the Owner's fixtures.

## **Right to Remedy Default**

18.18 If an Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may:

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

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

(c) recover the costs of carrying out that work from the defaulting Owner as a debt, and include reference of that debt on levy notices and any other levy report or information.

## **19A. Residential Use**

19A.1 Conditions in the Development Consent require that the use of the development must be for Residential Development only, within the meaning of s 13 (1) of the 2010 *Residential Tenancies Act*.

19A.2 The Owners Corporation must provide a certificate certifying that all residential lots are either owner occupied or are subject to leases under the *Residential Tenancies Act 2010* every 12 months as required by conditions of the Development Consent.

19A.3 An Owner or Occupier of a lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in this by-law.

19A.4 No more than two adult people may occupy any bedroom and no bedroom may contain more than two beds. This excludes children's beds, cots and bassinets.

19A.5 Use of rooms for sleeping accommodation, other than rooms designated on the plans approved by the Development Consent as bedrooms, is prohibited.

**NOTE:** This provision prevents the use of a Lot for short term or holiday letting as any Tenancies must be covered by a minimum 3-month lease.



## **19B. Leasing of residential lots**

19B.1 Owners must ensure that:

- (a) any letting of any lot is recorded under the terms of a residential lease under the *Residential Tenancies Act, 2010*;
- (b) any letting agent is made aware of the restriction imposed under the Development Consent as disclosed in by-law 19A.1;
- (c) all reasonable endeavours are taken to ensure compliance with by-law 19A.1; and
- (d) a copy of these by-laws, as registered is attached to any residential lease entered into as a requirement of the *Residential Tenancies Act, 2010*).

19B.2 An owner or occupier of a lot must notify the Owners Corporation of any lease of the lot, including the name and contact details of the tenant and/or managing agent, within 21 days of the commencement of the lease.

## **20. Conditions on Letting Agents**

### **Definitions**

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

"**Letting Agents**" means real estate agents who act for Owners in the business of letting lots at Strata Plan No. 65564.

"**Owners**" means each of the owners of lots in Strata Plan No. 65564.

20.2 Where any terms used in this by-law are defined in the *Strata Schemes Management Act 2015*, they will have the same meaning as those words are attributed under that Act.

### **Scope of By-Law**

20.3 Owners must not appoint Letting Agents except in accordance with this by-law.

### **Conditions Licence and report**

20.4 Letting Agents must:

- (a) Be licensed to practise as a real estate agent under the laws of New South Wales; and
- (b) represent an organisation that is accredited by the Real Estate Institute of New South Wales.

### **Details of Letting Agents**

20.5 Owners must provide details of any prospective Letting Agents to the strata managing agent and/or the Owners Corporation.

20.6 The Owners Corporation may recommend Letting Agents to Owners.

### **Tenants**

20.7 Owners must provide details of any tenants in accordance with section 119 of the *Strata Schemes Management Act 2015*, together with confirmation that the tenant has received a copy of the by-laws, to the strata managing agent and/or the Owners Corporation on commencement of all tenancy agreements.

## **Breaches of by-law**

20.8 Owners will be responsible for any breaches of the by-laws made by their tenants and their own and their tenants' invitees.

20.9 The Owners Corporation may advise Real Estate Agents and Owners of any breach of by laws.

## **21. Power to Install Additional Security System**

### **Definitions**

21.1 In this by-law:

"**Owners**" means an owner or occupier of a lot in Strata Scheme 65564.

"**Additional Security System**" means security cameras and equipment (including all cabling, monitors and ancillary equipment) in addition to the Existing Security System and installed in so much of the common property as is necessary (including all ancillary structures) to provide security for all Owners as depicted on the plans and drawings attached to the minutes of the meeting at which this by law is made.

"**Existing Security System**" means security cameras and equipment (including all cabling, monitors and ancillary equipment) installed in the common property to provide security for all Owners as at the date of the making of this by-law.

21.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

### **Powers & Duties**

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

- (a) the power to install the Additional Security System in the common property;
- (b) the power to enter into arrangements with third parties from time to time for the purchase, installation, repair and replacement of the Additional Security System (or any part of it);
- (c) the duty to keep the Additional Security System installed pursuant to this by-law in good and serviceable repair;
- (d) the power to replace the Additional Security System (or any part of it) from time to time as determined by the Owners Corporation;
- (e) the power to provide Owners, on terms and conditions determined by the Owners Corporation from time to time, any devices or information required to operate the Additional Security System; and
- (f) the power to enter onto any part of the parcel to carry out its duties and functions under this by-law.

## **22. Moving Furniture and other items across Common Property**

22.1 All Owners and Occupiers of a Lot within the scheme are not to move furniture, household items or other heavy items across common property except in accordance with the terms of this by-law.

22.2 To arrange a move, an Owner or Occupier is to book the move with the building manager. At least 48 hours notice is required to book a move.

22.3 The Owner is to pay the cost of the required security that may be incurred by the building manager. Such costs to be paid prior to the date booked for the move.

22.4 A bond is to be paid, in an amount determined by the Strata Committee, to the Owners Corporation prior to the date fixed for the move. The bond is payable to the trust account of The Owners – Strata Plan No. 65564. The Bond is to be paid via an Electronic Funds Transfer (EFT). The bond is to be held to make good any damage caused to the common property as a result of the move, including cleaning, supervision and inspection costs.

22.5 Once the move is complete and an inspection of the common property has been completed by the building manager, the bond will be returned to the Owner or Occupier, less any funds expended in accordance with this by-law.

22.6 Should the cost of making good any damage to common property, or any other expense reasonably incurred by the Owners Corporation under this by-law, exceed the bond held, the Owners Corporation is at liberty to recover from the Lot Owner or Occupier as a debt the money incurred in repairing the common property.

22.7 The building manager is to ensure lift covers are installed within the lift to be used for the move prior to the commencement of the move.

22.8 No move booked under this by-law is to access the building via the entrance foyers. All moves must access the building through the loading dock.

22.9 No moves are to take place on a weekend and/or a public holiday. All moves are to take place on weekdays between the hours of 9:00am – 4:00pm. All moves must be complete by 4:00pm.

22.10 If a booked move is not complete by 4:00pm, the move must stop and a new move booking be made with the building manager.

22.11 In the event a move is taking place that is not in accordance with this by-law or a move that is in breach of terms of this by-law, including non-payment of the bond, the building manager or security, at the direction of the Strata Committee, notwithstanding the terms of bylaw 13, may request the move to cease until the conditions of the by-law have been complied with.

22.12 The Strata Committee has discretion to permit delivery of one off items outside the terms of this by-law. In such circumstances the Owner or Occupier is to notify security prior to arrival of the delivery to ensure installation of lift protection curtains prior to delivery of these items.

### **23. Smoking and Drinking Prohibitions in Fleetview**

23.1 Smoking tobacco or any other substance and e-cigarettes is not permitted in any Lot, on any balcony, courtyard or any other open area of or attached to any Lot within this scheme.

23.2 Owners, Occupiers and Permitted Persons are not permitted to allow any smoke, including barbeque smoke, to drift outside their respective Lots so that it interferes with the rights of other Owners, Occupiers and guests in the peaceful enjoyment of their Lots.

23.3 No smoking is permitted on any part of the Common Property, including any balcony, terrace area, walkway, foyer and swimming pool area.

23.4 The drinking of alcohol, smoking and loitering in or around foyers and doorways of the scheme is prohibited.

## **24. Car Space Occupation Arrangement**

24.1 An occupier of a lot must not seek nor enter into a car space occupation arrangement unless this occurs as part of a lease agreement for both a residential lot and car space provided for under the Residential Tenancies Act 2010 and any subsequent amendments and superseding Acts.

24.2 An owner of a lot must not seek or enter into a car space occupation arrangement with any persons other than a lot owner who resides in a residential lot of Strata Plan 65564 and any future subdivision of that strata plan.

24.3 An owner of a lot who has entered into a car space occupation arrangement with another lot owner, must only sublease the car space lot to another lot owner who resides in a residential lot of Strata Plan 65564 and any future subdivision of that strata plan.

24.4 Any car space occupation arrangement will become null and void once the lessee of the car space lot ceases to be a lot owner of a residential lot within Strata Plan 65564 and any future subdivision of that strata plan.

## **25. Electronic Transmission of Documents**

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

## **26. Flooring**

26.1 This by-law together with By-law 5, regulate the consent for floor coverings/floor boards within the scheme.

26.2 Any floor boards or floor coverings, whether installed pursuant to this by-law or any other by-law, remains the Lot Owner's fixture.

26.3 For sake of clarity, carpet or any other floor covering within a Lot is Lot property and is the responsibility of the Lot Owner to maintain and repair.

26.4 The Lot Owner is responsible for any loss or damage to the floor boards or floor coverings installed by the Lot Owner.

26.5 Any Lot Owner proposing to change any flooring within a lot must:

(a) make an application on the form prescribed in these by-laws to the Owners Corporation for approval to change the flooring, which will not be unreasonably withheld, provided the application contains sufficient information (by way of plans, specifications, scope of works or any other documents considered necessary by the Owners Corporation) to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied; and

(b) following installation of the flooring, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person who has inspected the completed flooring and certifies that this by-law has been complied with.

26.6 The use of any flooring system installed by a Lot Owner is not to breach By-law 5 of the scheme, or By-law 15.1 of the Community Management Statement.

26.7 The Lot Owner installing a floor system must ensure that the minimum ceiling height requirements as prescribed by the Building Code of Australia, Volume 2 Part 3.8.2, are complied with.

26.8 If an owner proposes to replace a floor covering within an owner's lot with material other than carpet, the minimum noise transmission to be achieved for the floor covering must be the standard described at the time of installation by the City of Sydney or the 5-star rating set by the Australian Association of Acoustical Consultants, whichever is the higher standard.

## **27. Storage Box/Shed**

27.1 An Owner of a Lot is permitted, in accordance with this by-law, to install a Storage Box or Storage Shed within the designated car space within their Lot.

27.2 A Storage Box must be of a style, type and to the specifications as decided by the Strata Committee for time to time, including the installer to be used and whether a fire sprinkler must be installed within the shed at the owner's expense.

27.3 Any costs reasonably incurred by the Strata Committee in determining the application, including any costs of the building manager, are to be paid by the Lot Owner prior to the installation of the Storage Box or Shed.

27.4 Prior to installing the Storage Box or Shed, the following process must be adopted:

27.5 The Owner is to make a written application to the Strata Committee to install a Storage Box or Shed. The application is to include the design of the proposed Storage Box or Shed.

27.6 On receipt of the application, the Strata Committee is to instruct the building manager to inspect the Owner's car space to ascertain whether the installation of the Storage Box would adversely impact on the services of the Owners Corporation, including ventilation, fire services and security camera vision, or on the use of any other car space or the Common Property.

27.7 The building manager is to provide a report to the Strata Committee in relation to the proposed Storage Box or Shed.

27.8 Upon receipt of the building manager's report the Strata Committee in its absolute discretion is to determine whether consent will be granted for the proposed Storage Box or Shed.

27.9 The Storage Box or Shed shall be installed in a proper and workman like manner and in accordance with any direction given by the Owners Corporation.

27.10 Any Storage Box or Shed installed by a Lot Owner in accordance with this by-law remains the Lot Owner's fixture.

27.11 The Owner of the Lot shall be responsible for maintaining the Storage Box or Shed and keeping the Storage Box or Shed in a state of good and serviceable repair.

27.12 The Owner for the time being of the Lot in which the Storage Box or Shed is installed indemnifies the Owners Corporation against all claims and liability caused by the installed Storage Box or Shed.

27.13 The Storage Box or Shed shall not be used to store flammable or hazardous materials.

27.14 The installation of the Storage Box or Shed shall comply with all conditions of approval and building regulations made by any competent authority.

27.15 In the event the Storage Box or Shed is not installed in accordance with the Owners Corporation's instructions, or the Owner breaches this by-law, the Owners Corporation may direct the Lot Owner in writing to remove the Storage Box or Shed and make good any Common Property damaged as a result of such removal.

27.16 If the Lot Owner does not comply with the written direction within 14 days, the Strata Committee may direct the building manager to remove and dispose of the Storage Box or Shed.

27.17 Any costs incurred by the Owners Corporation in the removal and disposal of a Storage Box or Shed, including the contents of the Storage Box or Shed, in accordance with this by-law, may be recovered by the Owners Corporation as a debt, and include reference of that debt on levy notices and any other levy report or information.

**Note:** Please refer to By-Law 29 and Annexure C to the by-laws.

## **28. Renovation Process**

28.1 Owners must not carry out or commence renovation works to lot and/or common property unless the works, plans and specifications relating to the works are first approved by the Owners Corporation in accordance with this by-law.

28.2 An Owner wanting to obtain the approval of the Owners Corporation for renovation works must:

- (a) Make an application in writing to the Owners Corporation;
- (b) Include with the application:
  - i. Any fee that may be prescribed by the Owners Corporation;
  - ii. Detailed plans and specifications of the renovation works; and
  - iii. An engineer's report on the renovation works, if requested by the Strata Committee.

28.3 In order for the Owners Corporation to determine the application for renovation works, the Owners Corporation may:

- (a) Require the Owner to submit further information, including plans, specifications and/or reports; and/or
- (b) Require the Owner to obtain a consultant report or obtain its own consultant report to review information and/or material provided by the Owner and to make recommendations. The Owners Corporation may require the Owner to pay for and accept responsibility for the payment of the consultant's fees.

28.4 In processing the Owner's request, the Owners Corporation may:

- (a) Exercise its own discretion; and/or
- (b) Disregard its previous decisions; and/or
- (c) Require the Owner to enter into a Deed with the Owners Corporation.

28.5 The Owners Corporation delegates authority to the strata managing agent to execute any deed with respect to this by-law for works on its behalf and affix the common seal of SP65564 to the document.

28.6 If the Lot Owner seeking to obtain consent for renovation works under this by-law sells the Lot prior to the next general meeting, the Lot Owner must transfer all rights and obligations under this by-law and any associated deed to the incoming registered proprietor of the Lot.

28.7 It is a requirement of the Owner to ascertain whether the renovation works require development consent from the relevant authority. Approval by an Owners Corporation to a development application must not be regarded as approval by the Owners Corporation to carry out the Works subject of any development application.

28.8 Any by-law to grant an Owner consent for undertaking works to lot and Common Property is to include conditions to the following effect:

### **Before the Works**

Before commencement of the Works the Owner must:

- (a) obtain approval for the location, type and size of the Works from the Owners Corporation, such approval not to be unreasonably withheld;
- (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
- (d) effect and maintain home warranty insurance (if required) and contractor's all risk insurance and provide a Certificate of Currency for each policy to the Owners Corporation;
- (e) provide a Bond to the Owners Corporation which:
  - i. the Owners Corporation's strata managing agent will deposit into the trust account for Strata Plan 65564; and
  - ii. which can be used by the Owners Corporation in whole or in part to comply with any of the Owner's obligation under the by-law granted if the Owner unreasonably refuses or delays in complying with its conditions.
- (f) Provide to the Owners Corporation a certificate from a duly qualified structural engineer addressed to the Owners Corporation certifying that the Works will not adversely affect the structural integrity of the Building or any part of it, if required by the Strata Committee.

### **During the Works**

During the Works, the Owner must:

- (g) use duly licensed employees, contractors or agents to conduct the Works;
- (h) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (i) use reasonable endeavours to cause as little disruption as possible;
- (j) perform the Works during times reasonably approved by the Owners Corporations, if no specific time is advised, all work is to be completed between 9 am and 4 pm, Monday to Friday excluding public holidays;
- (k) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (l) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (m) 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;
- (n) ensure that the Works do not interfere with or damage the Common Property or the property of any other Lot Owner other than as approved in this by-law and if this happens, the Owner must rectify that interference or damage within a reasonable period of time;
- (o) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required);

(p) not vary the Works without first obtaining the consent in writing from the Owners Corporation; and

(q) ensure that no contractor's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

### **After the Works**

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

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

(s) 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 has been rectified;

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

(u) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;

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

Within 1 month of the completion of paragraphs (a) to (u) immediately above the Owners Corporation must return the Bond or balance remaining to the Owner.

**Note:** Please refer to Annexure B to the by-laws.

## **29. Use of Common Property**

29.1 The purpose of this by-law is to ensure Lot Owners only use Common Property or place items on Common Property in accordance with the scheme's by-laws.

29.2 If an Owner of a lot requires the use of the Common Property for the purpose of locating a Storage Box or Shed, or any other purpose, the consent of the Owners Corporation is required.

29.3 An Owner wanting to obtain the approval of the Owners Corporation for such consent to use the Common Property, must adopt the following application process:

(a) Make an application in writing to the Owners Corporation to use a specific part of the Common Property.

(b) Include with the application:

i. Any fee that may be prescribed by the Owners Corporation.

ii. A plan of the area for the proposed use.

iii. Details of the Storage Box or Shed, or any other item, to be located within the proposed area.

29.4 In determining whether to grant the Lot Owner consent for the proposed use, the Owners Corporation may:

(a) Require the Owner to submit further information, and/or

(b) Disregard previous decisions made on previous applications, and/or



(c) Exercise its own discretion, and/or

(d) Require the Owner to enter into a Deed with the Owners Corporation.

29.5 The Owners Corporation delegates the authority to the strata managing agent to execute any Deed with respect to this by-law on its behalf, including affixing the common seal for Strata Plan 65564.

29.6 If a Lot Owner deposits and leaves any item on Common Property in breach of this or any other by-law, the Strata Committee may direct the building manager to remove and dispose of the item/s left on Common Property.

**Note:** Please refer to Annexure C to the by-laws.

### **30. Keeping of animals**

By-law 30.1 The provisions of by-law 19 of the Community Management Statement apply to the keeping of animals within Jacksons Landing. The power of the Community Association to approve pets in strata buildings has been delegated by the Community Association to the relevant Owners Corporations. These are set out (as delegated or amended) in the following subparagraphs

30.2 An Owner or Occupier may make an application to keep an animal (other than an Excluded Dog) on the Lot and seek approval from the Strata Committee or the Owners Corporation.

30.3 If an Owner or Occupier is permitted under these by-laws to keep an animal then the Owner or Occupier must:

(a) keep the animal within the confines of the Lot;

(b) carry the animal or keep it on a leash when moving it across Common Property, including garages, lifts, lobbies and corridors;

(c) supervise the animal when on any part of the Common Property or the Community Association land, including keeping a dog on a leash;

(d) take any action that is necessary to clean up all areas of the Lot, the Common Property or the Community Association land that is soiled by the animal; and

(e) not allow the animal into the Recreational Facilities.

30.4 The Owner or Occupier of a lot is liable to the Owners and Occupiers of other lots and each other person lawfully on the Common Property or Community Association land for:

(a) any noise which is disturbing to an extent which is unreasonable; and

(b) for any damage to or loss of property or injury to any person caused by the animal.

30.5 This by-law:

(a) applies to any Owner, Occupier or visitor to the Building or the Community Association land;

(b) does not prevent the keeping of multiple animals within a Lot;

(c) does not prevent the keeping of an assistance animal within the meaning of the *Disability Discrimination Act 1992* (Cth); and

(d) does not allow an Excluded Dog to be kept or brought onto any lot or Community Association land or Common Property.

30.6 Where Owners or Occupiers are in continuing breach of this by-law, the Owners Corporation may take the necessary action to withdraw its consent for the keeping of the animal in accordance with the provisions of the Strata Schemes Management Act and Regulations.

30.7 The determination of an application under by-law 30.2 by the Strata Committee or Owners Corporation must be issued to the applicant within 14 days of receipt of the application.

### **31. Behaviour of owners, occupiers and invitees**

31.1 An Owner or Occupier of a Lot, or any invitee of an Owner or Occupier of a Lot, when on Common Property, 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.

31.2 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).

### **32. Children playing on Common Property**

32.1 Any child for whom an Owner or Occupier of a lot is responsible may play on any area of the Common Property that is designated by the Owners Corporation for that purpose but may only use an area designated for swimming while under adult supervision.

32.2 An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property that is a laundry, car parking area or other area of possible danger or hazard to children.

**ANNEXURE A: AMENDED STRATA MANAGEMENT STATEMENT (SMS)**

**Building Management Committee  
Fleetview & Tablet House – Jacksons Landing**

**SHARED COSTS:**

**UNANIMOUSLY RESOLVED** that the Building Management Committee add the following items to the Strata Management Statement division of costs for shared facilities as per item 5.6 of the Strata Management Statement and that these changes be registered at Land and Property Information Office:

**(a) Insurance**

<b>Insurances</b>	<b>Lot 61</b>	<b>Lot 62</b>
Building	94.60%	5.40%
Public Liability	94.60%	5.40%
Office Bearers	94.60%	5.40%
Valuation	94.60%	5.40%

**(b) Common Area Maintenance**

<b>Security</b>	<b>Lot 61</b>	<b>Lot 62</b>
Security	92.70%	7.30%

**(c) Administrative Fees**

	<b>Lot 61</b>	<b>Lot 62</b>
Audit	95.00%	5.00%
Strata Mgt Fee	95.00%	5.00%
Disbursement	95.00%	5.00%

**(d) Essential Services**

	<b>Lot 61</b>	<b>Lot 62</b>
Loading Dock & Car Park & Level 1	92.70%	7.30%

**RESOLVED** that the costs associated with the appointment of Dynamic Property Services Pty Limited (including management fees and disbursements) be apportioned as follows:

- (i) The Tablet House Commercial (Lot 62) – 5%
- (ii) The Fleetview Residential (Lot 61) – 95%

**SHARED COSTS:**

**UNANIMOUSLY RESOLVED** that the Building Management Committee amend the shared registered facility percentage currently in force, as per Item 5.6 & 5.7 of the Strata Management Statement, for the following items:

Shared Facility	Location within the Building	Purpose	Maintenance	Fleetview Owners Corporation Share of Costs	Tablet House Owner's Share of Cost
Air Conditioning, Cooling Tower, Pumps, Motors and Condenser Waterlines	Roof of Fleetview & throughout Fleetview & Tablet House (lines only)	To provide condenser water to air conditioned apartments (21 in Fleetview & Tablet House)	Monthly, quarterly and yearly in accordance with AS3666	Ratio Metered as	Ratio Metered as

**ANNEXURE B: Deed of Indemnity "The Works"**

**DEED OF INDEMNITY**

**DATE:**

**PARTIES:**

**THE OWNERS – STRATA PLAN 65564** ("the Owners Corporation")

**AND**

**<NAME>** ("the Owner")

**PREAMBLE:**

- A The Owner is at the date of this Deed the owner of Lot XX ("the Lot") in Strata Plan 65564.
- B The Owner has requested the Owners Corporation's consent to undertake certain renovation Works details of which are set out in the Schedule of the Annexure attached ("the Works") which Works include the alteration and/or addition to certain common property within the Lot.
- C The Owners Corporation has consented to the Owner undertaking the Works subject to the Owner entering into this deed.

**OPERATIVE PART:**

1. In consideration of the Owners Corporation consenting to the Owner undertaking the Works at the Owner's cost, the Owner hereby agrees to indemnify and keep indemnified the Owners Corporation against all losses, damages, costs (including legal costs) expenses and any other liability incurred by the Owners Corporation (acting reasonably) arising out of the Owners Corporation agreeing to the Works including:
  - a. the cost of any ongoing or future maintenance required to the common property that has been altered by the Works; and
  - b. the Owners Corporation putting a special resolution to the next general meeting of the Owners Corporation authorising the Works and providing that the ongoing maintenance of the common property upon which the works have been or are to be undertaken will be the responsibility of the Owner for the time being of the Lot; and
  - c. the Owners Corporation putting a special resolution to the next annual general meeting of the Owners Corporation granting the exclusive use of that part of the common property necessary for the completion of works; and
  - d. the Owners Corporation registering the by-law made at the annual general meeting providing for the maintenance of such common property by the Owner, and granting the required exclusive use of common property, in the form Annexed hereto and marked "B".
2. For the purposes of Sections 52 and 65A of the *Strata Schemes Management Act 1996 (NSW)* and sections 108, 136, 141 and 143 of the *Strata Schemes Management Act 2015* the Owner hereby consents to the Owners Corporation making a by-law in the form annexed hereto specifying that the ongoing maintenance of the common property that has been altered by the Works is the responsibility of the Owner for the time being of the lot.
3. The parties will do all things reasonably necessary at the sole cost of the Owner to cause the passing of the special resolution and the making of the by-law referred to in clause 1 and to register the by-law at Land and Property Information, Department of Finance and Services.
4. The Owners Corporation gives the Owner no assurance or other undertaking that the things the parties by this Deed intend to be done will be able to be done. The Owners Corporation shall have no liability whatsoever to the Owner in the event that any such thing is not able to be achieved but will use all reasonable endeavours to do so.

5. In the event that the Owners Corporation is obliged by legal process (or for other reasons which in the reasonable opinion of the Owners Corporation are compelling) to require that the Works cease the Owner will immediately upon being requested to do so by the Owners Corporation or its authorised agent cease carrying out the Works and shall not resume the Works until authorised to do so in writing by the Owners Corporation and then only upon such terms as the Owners Corporation considers necessary acting reasonably.
6. If the Owner transfers the Lot prior to the general meeting at which the annexed by-law must be put, the Owner is to transfer all rights and obligations pursuant to this Deed to the incoming registered proprietor for the Lot.
7. The Owner is to notify the Owners Corporation of the proposed transfer of right and obligations 14 days prior to the transfer of the Lot. The notification is to include the name, address and contact details of the new registered proprietor.
8. The Owners Corporation and the new registered proprietor are to enter into a variation of this Deed noting the name of the new Owner of the Lot.

**EXECUTION:**

The Common Seal of the Owners  
65564 was hereunto affixed  
on ..... in the presence  
of .....  
being a person authorised by Section  
273 of the *Strata Schemes  
Management Act 2015 (NSW)* to  
attest the affixing of the seal.

.....

.....

**Executed by The Owner**

.....

.....

Witness

## "B"

### STRATA PLAN NO. 65564

#### Motion for By-law

##### Motion for works to common property

1. The Owners – Strata Plan No. 65564 SPECIALLY RESOLVE pursuant to section 108 of the *Strata Schemes Management Act 2015 (NSW)* for the purpose of improving or enhancing the common property to permit the owner(s) of Lot XX in the strata scheme to add to and/or alter and/or erect a new structure on the common property on the terms and in the manner as set out in the by-law.

##### Motion for making special privilege by-law

2. The Owners – Strata Plan No. 65564 SPECIALLY RESOLVE pursuant to section 52 and/or 65A of the *Strata Schemes Management Act 1996 (NSW)* and pursuant to sections 108, 136, 141 and 143 of the *Strata Schemes Management Act 2015 (NSW)* to make an additional by-law in the following terms.

#### Special By-Law No. XX

#### Renovation Works

##### Introduction

1. This is a by-law made under the provisions of Division 4 of Part 5 of Chapter 2 and section 65A of the *Strata Schemes Management Act (1996)*.
2. The effect of the by-law is to grant to the Owner of Lot XX special privileges in respect of the common property to make alterations and additions to the Lot and common property, subject to the conditions in this by-law.

##### Grant of Right

3. The Owner has the right to carry out the Works at its own cost subject to the Conditions of this by-law.
4. The Owner has the exclusive use of the part of the common property necessary to give effect to this by-law.
5. The purpose of this by-law is to allow Owners to install the Works on the common property, and to regulate its maintenance.

##### Definitions & Interpretation

6. In this by-law, unless the context otherwise requires or permits:
  - (a) **"Act"** means *Strata Schemes Management Act 2015 (NSW)*.
  - (b) **"Authority"** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
  - (c) **"Building"** means the building located at 66 Bowman Street, Pyrmont.
  - (d) **"Bond"** means a cheque in an amount to be determined by the Strata Committee, made payable to The Owners – Strata Plan No. 65564.
  - (e) **"Insurance"** means:
    - (i) Contractors all risk insurance is the sum of \$20,000,000;
    - (ii) Insurance required under the Home Building Act 1989;
    - (iii) Workers compensation insurance.



- (f) **"Lot"** means Lot XX in Strata Plan 65564.
- (g) **"Owner"** means the owner for the time being of the Lot.
- (h) **"Owners Corporation"** means the owners corporation created by the registration of Strata Plan registration no. 65564.
- (i) **"Works"** means any alterations, additions, improvements, and works whatsoever to the Lot, and the common property to be carried out in connection with the Renovation works as listed in the Schedule.
- (j) In this by-law, unless the context otherwise requires:
  - (i) the singular includes plural and vice versa;
  - (ii) any gender includes the other genders;
  - (iii) any terms in the by-law will have the same meaning as those defined in the Act; and
  - (iv) references to legislation includes references to amending and replacing legislation.

#### **Grant of Special Privilege**

7. The Owner is authorised and permitted to carry out the Works to the Lot and Common Property and to the exclusive use of so much of the common property as is necessary for the Works in accordance with the conditions below and the terms of this by-law.

#### **Conditions**

##### ***Before the Works***

8. Before commencement of the Works the Owner must:
- (a) obtain approval for the location, type and size of the Works from the Owners Corporation, such approval not to be unreasonably withheld;
  - (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (c) provide the Owner's Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
  - (d) effect and maintain Insurance and provide a Certificate of Currency of each policy to the Owners Corporation;
  - (e) provide the Bond to the Owners Corporation which:
    - (i) the Owners Corporation's strata managing agent will deposit into the trust account for Strata Plan 65564; and
    - (ii) which can be used by the Owners Corporation in whole or in part to comply with any of the Owner's obligation under this by-law if the Owner unreasonably refuses or delays in complying with its conditions.
  - (f) provide to the Owners Corporation a certificate from a duly qualified structural engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building or any part of it, if required by the Strata Committee.

##### ***During the Works***

9. During the Works the Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the Works;

- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the works during times reasonably approved by the Owners Corporation, if not specific time is advised all work is to be completed between 8am and 4pm, Monday to Friday excluding public holidays;
- (e) perform the works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (k) ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary; and
- (l) comply with all statutes, by-laws, regulations, rules and after other laws for the time being in force and which are applicable to the Works.

**After construction**

10. After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
  - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
  - (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
  - (e) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

Within 1 month of the completion of paragraphs (a) to (e) immediately above the Owners Corporation must return the Bond or balance remaining to the Owner.

**After the Works**

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11. The Owner:
- (a) must properly maintain and keep in good and serviceable repair the Works installed by them;
  - (b) must maintain and upkeep those parts of the common property in contact with the Works;
  - (c) must renew or replace the Works and all associated additional alterations whenever necessary;
  - (d) make good any damage to lot or common property arising out of the Works, no matter when such damage may become evident;
  - (e) 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 those amounts to the Owners Corporation upon request; and
  - (f) must give to the Owners Corporation a certificate or report from a duly qualified engineer addressed to the Owners Corporation certifying the Works have been completed in a manner that will not affect the structural integrity of the Building, if required by the Strata Committee.

**Failure to comply with this by-law**

12. 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 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.

**ANNEXURE C: Deed of Indemnity "Storage Box/Shed"**

**DEED OF INDEMNITY**

**DATE:**

**PARTIES:**

**THE OWNERS – STRATA PLAN 65564** ("the Owners Corporation"

**AND**

**<NAME>** ("the Owner")

**PREAMBLE:**

- A The Owner is at the date of this Deed the owner of Lot XX ("the Lot") in Strata Plan 65564.
- B The Owner has requested the Owners Corporation's consent to use part of the common property for the purpose of locating a Storage Box or Storage Shed.
- C The Owners Corporation has consented to the Owner subject to the Owner entering into this Deed using part of the common property.

**OPERATIVE PART:**

1. In consideration of the Owners Corporation consenting to the Owner entering a Licence Agreement, the Owner hereby agrees to indemnify and keep indemnified the Owners Corporation against all losses, damages, costs (including legal costs) expenses and any other liability incurred by the Owners Corporation (acting reasonably) arising out of the Owners Corporation entering the licence agreement including:
  - a. the cost of any ongoing or future maintenance required to the common property that is subject to the Licence Agreement; and
  - b. the Owners Corporation putting a special resolution to the next general meeting of the Owners Corporation authorising the entry into the Licence Agreement in the form attached to this Deed and marked "C".
2. The parties will do all things reasonably necessary at the sole cost of the Owner to cause the passing of the special resolution and the making of the by-law referred to in clause 1.
3. The Owners Corporation gives the Owner no assurance or other undertaking that the things the parties by this Deed intend to be done will be able to be done. The Owners Corporation shall have no liability whatsoever to the Owner in the event that any such thing is not able to be achieved but will use all reasonable endeavours to do so.
4. In the event that the Owners Corporation is obliged by legal process (or for other reasons which in the reasonable opinion of the Owners Corporation are compelling) to terminate the Licence Agreement the Owner will immediately upon being requested to do so by the Owner Corporation or its authorised agent vacate that part of the common property the subject of the Licence Agreement.

**EXECUTION:**

The Common Seal of the Owners 65564  
was hereunto affixed on .....  
in the presence of .....  
being a person authorised by Section 273  
of the *Strata Schemes Management Act  
2015 (NSW)* to attest the affixing of the  
seal.

.....

.....

**Executed by The Owner**

.....

.....  
Witness

**Annexure C: Licence Agreement "Storage Box/Shed"**

**Licence Agreement**

**THE OWNERS – STRATA PLAN NO. 65564**

and

**[Insert]**



be assigned.

6.2 Nothing contained in this Licence Agreement shall create any tenancy or other interest in the Licensed Area.

**7. INTERPRETATION**

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7.1 The following terms in this Agreement shall have the following meanings:

**"Commencement Date"** means the date the Licensee enters the Licence.

**"Licence Period"** means the period the Licensee enters the License until the Termination Date.

**"Licensed Area"** means that part of the common property occupied by the Storage Box or Shed.

**"Licensee"** means the registered proprietor of Lot XX within SP 65564.

**"Licensor"** means the Owners Corporation.

**"Owners Corporation"** means The Owners – Strata Plan No. 65564.

**"Permitted Use"** means the use of the Licensed Area to place a Storage Box or Shed, in the form approved by the Owners Corporation.

**"Termination Date"** means the date the Licensee ceases to be the registered proprietor of Lot XX within SP 65564.

**EXECUTED** as an Agreement this .....

**Executed by THE OWNERS – STRATA PLAN NO. 65564** in accordance with section 273 of the *Strata Schemes Management Act 2015 (NSW)*.

\_\_\_\_\_  
Strata Manager/Chairperson/Secretary/  
Strata Committee Member

\_\_\_\_\_  
Chairperson/Secretary/Strata  
Committee Member

\_\_\_\_\_  
Print name of signatory

\_\_\_\_\_  
Print name of signatory



**Signed, Sealed and Delivered**  
by ..... in the  
presence of

\_\_\_\_\_  
Witness (signature)

\_\_\_\_\_  
Owner of Lot XX

\_\_\_\_\_  
Witness (print name)

## **Special by-law no. 1 – Lot 73 works**

### **PART 1 GRANT OF RIGHT**

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **PART 2 APPLICATION OF SPECIAL BY-LAW**

2.1 The provisions of by-law 1 (Definitions and Interpretations) and by-law 29 (Renovation Process) are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### **PART 3 DEFINITIONS**

3.1 In addition to the definitions in by-law 1 (Definitions and Interpretations), the following definitions are also adopted for the purpose of the by-law:

- (a) "**Lot 73**" means lot 73 in strata plan 65564.
- (b) "**Documents**" means the scope of works and plans prepared by mmjarchitects a copy of which were tabled at the meeting at which this by-law was passed and which are attached to this by-law marked "A"
- (c) "**Engineers Advice**" means the engineers advice by Northern Beaches Consulting Engineers Pty Ltd dated 28 June 2017 marked "B".
- (d) "**Works**" means the works to Lot 73 and the common property to be carried out in connection with the renovation works for Lot 73 including but not limited to:
  - (i) Replacement of existing kitchen, including:
    - (I) removal of the current fittings, fixtures, appliances;
    - (II) adding new fittings and finishes such as tapware, joinery and cabinetry;
    - (III) replacement of floor tiles;
  - (ii) Replacement of existing bathroom, including:
    - (I) Demolition of fixtures and fittings;
    - (II) Adding new fittings and finishes such as tapware, joinery and cabinetry; and
    - (III) replacement of floor tiles, wall tiles and waterproofing membrane;
  - (iii) Replacement of existing ensuite, including:
    - (I) Demolition of fixtures and fittings;
    - (II) Adding new fittings and finishes such as tapware, joinery and cabinetry; and
    - (III) replacement of floor tiles, wall tiles and waterproofing membrane;

- (iv) Replacement of existing laundry, including:
  - (I) Demolition of fixtures and fittings;
  - (II) Adding new fittings and finishes such as tapware, joinery and cabinetry; and
  - (III) replacement of floor tiles, wall tiles and waterproofing membrane;
- (v) Renovation of both bedrooms, including:
  - (I) Demolition of existing wardrobes;
  - (II) Installation of new joinery; and
  - (III) Installation of new wardrobe in bedroom1;
- (vi) Installation of new carpet flooring in study, living area, hallway and bedrooms;
- (vii) Installation of new sliding door separating the walk in robe and ensuite for bedroom 1, as identified in the Documents;
- (viii) Installation of any electrical components in all rooms, including but not limited to switches, lighting and power points; and
- (ix) Removal and location of multiple stud walls surrounding the kitchen and laundry, pursuant to the Engineers Advice and Documents;

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

### **Before the Works**

Before commencement of the Works the Owner must:

- (a) Obtain approval for the location, type and size of the Works from the Owners Corporation, such approval not to be unreasonably withheld,
- (b) Obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation
- (d) Effect and maintain home warranty insurance (if required) and contractors all risk insurance and provide a Certificate of Currency for each policy to the Owners Corporation;
- (e) Provide a Bond to the Owners corporation which;
  - i) The Owners Corporation's strata managing agent will deposit into the trust account for Strata Plan 65564; and
  - ii) Which can be used by the Owners Corporation in whole or in part to comply with any of the Owner's obligation under the by-law granted if the Owners unreasonably refuses or delays in complying with its conditions.
- (f) Provide to the Owners Corporation a certificate from a duly qualified structural engineer addresses to the Owners Corporation certifying that the Works will not adversely affect the structural integrity of the Building or any part of it, if required by the Executive Committee.

### **During the Works**

During the Works the owner must:

- (a) Use duly licence employees, contractors or agents to conduct the Works;
- (b) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) Use reasonable endeavours to cause as little disruption as possible;
- (d) Perform the Works during the times reasonably approved by the Owners Corporations, if not specific time is advised all work is to be completed between 9am and 4pm, Monday to Friday excluding public holidays;
- (e) Perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) Transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) Protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) Ensure that the Works do not interfere with or damage the common property or the property of any other Lot Owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (i) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
- (j) Not vary the Works without first obtaining the consent in writing from the Owners Corporation; and
- (k) Ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

### **After the Works**

After the Works have been completed the Owner must without reasonable 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 has been rectified;
- (c) Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- (e) The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

## **Ongoing Responsibilities and Indemnity**

3.3 The Owner must:

- (a) carry out all necessary works to restore the affected areas of the Common Property to a condition comparable to the adjacent areas of the Common Property should any part of the Works be removed;
- (b) properly maintain and keep all areas of the Common Property and those parts of Lot 73 the subject of this by-law in a state of good and serviceable repair; and
- (c) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.

3.4 The Owner must provide the Owners Corporation with access to inspect Lot 73 from time to time and within 24 hours of any reasonable written request from the Owners Corporation.

3.5 The Works shall remain the property of the Owner.

3.6 The Owner must indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of an injury, loss or damage to any person or to any part of the Building, whether such part being Common Property or any Lot, caused by, arising out of or related to the Works:

## **Default**

3.7 Should the Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the owner complies with the terms of the by-law and the owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon Lot 73 to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner shall indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the owners corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

"A"



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 suite 1/36-42 sydney rd, manly 2095  
 luisa manfredini cow architect 6666  
 david mcrae row architect 6362  
 emile p jansen row architect 3109

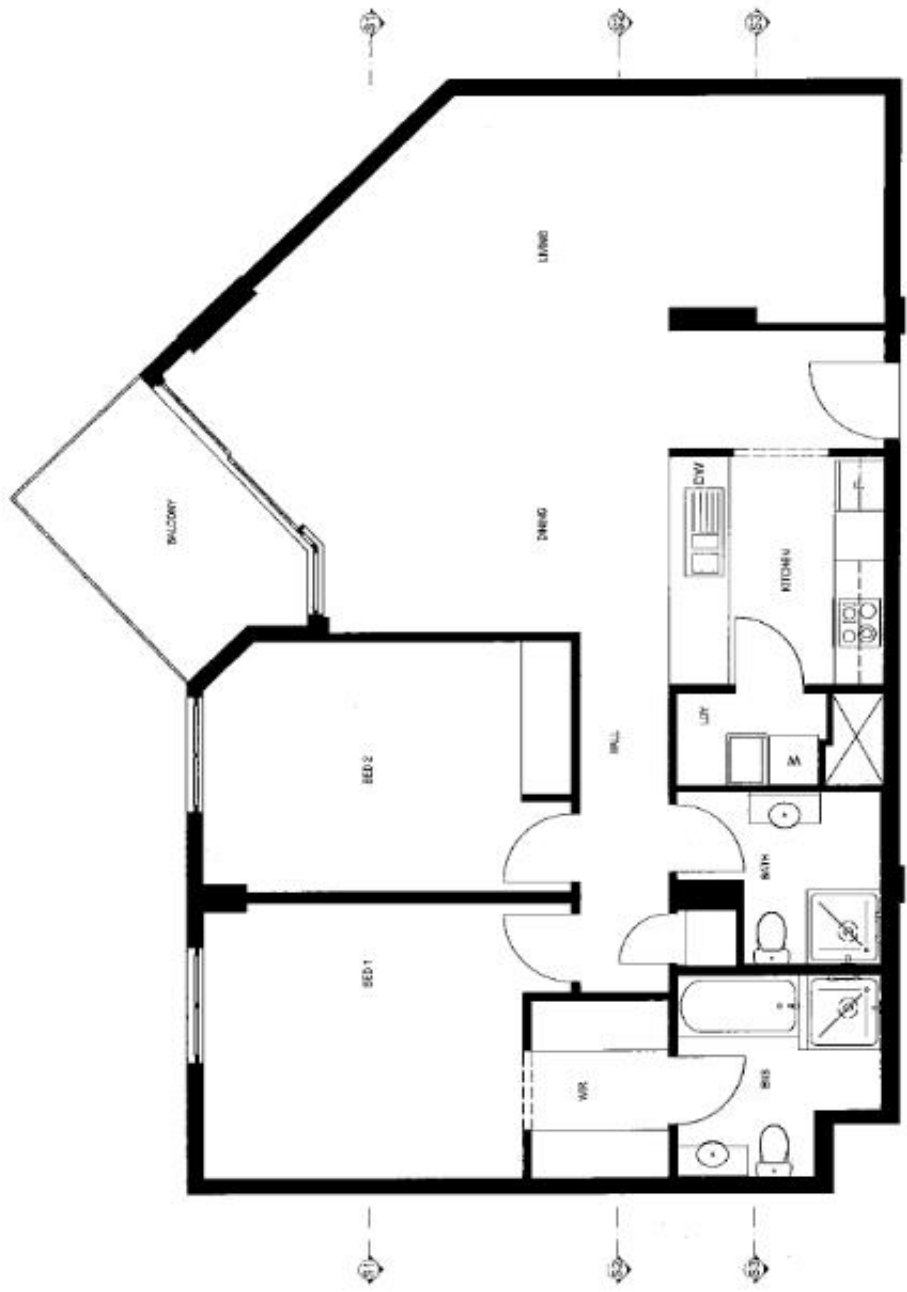
**SCOPE OF WORKS**

client: Edith Ho and Jason Sydun  
 project: Unit 712 66 Bowman Street Pyrmont  
 project number: 1628  
 date: 2 April 2018

<b>1.0</b>	<b>DEMOLITION</b>
	Stud wall to Study
	Stud walls to Kitchen
	Stud wall to Bathroom
	Stud wall to Laundry
	All fixtures and fittings to Kitchen
	All fixtures and fittings to Laundry
	All fixtures and fittings to Bathroom
	All fixtures and fittings to Ensuite
	All robes to Bedroom 1
	All robes to Bedroom 2
	All carpet and floor finishes to all rooms
<b>2.0</b>	<b>NEW WORK</b>
	New stud wall to new Laundry
	New stud wall to Kitchen
	New stud wall to Bathroom
	New joinery to Study
	New joinery to Bedroom 1
	New joinery to Bedroom 2
	New robes to Bedrooms 1
	New cabinetry to Kitchen
	New cabinetry to new Laundry
	New cabinetry to Bathroom
	New cabinetry to Ensuite
	New fixtures and fittings to Kitchen
	New fixtures and fittings to Laundry
	New fixtures and fittings to Bathroom
	New fixtures and fittings to Ensuite
	New tiled floor to Kitchen
	New tiled floor to Laundry
	New tiled floor to Bathroom
	New tiled floor to Ensuite
	New carpeted floor to Study
	New carpeted floor to Living/Dining
	New carpeted floor to Hallway
	New carpeted floor to Bedroom 1
	New carpeted floor to Bedroom 2
	New electrical and lighting to all rooms

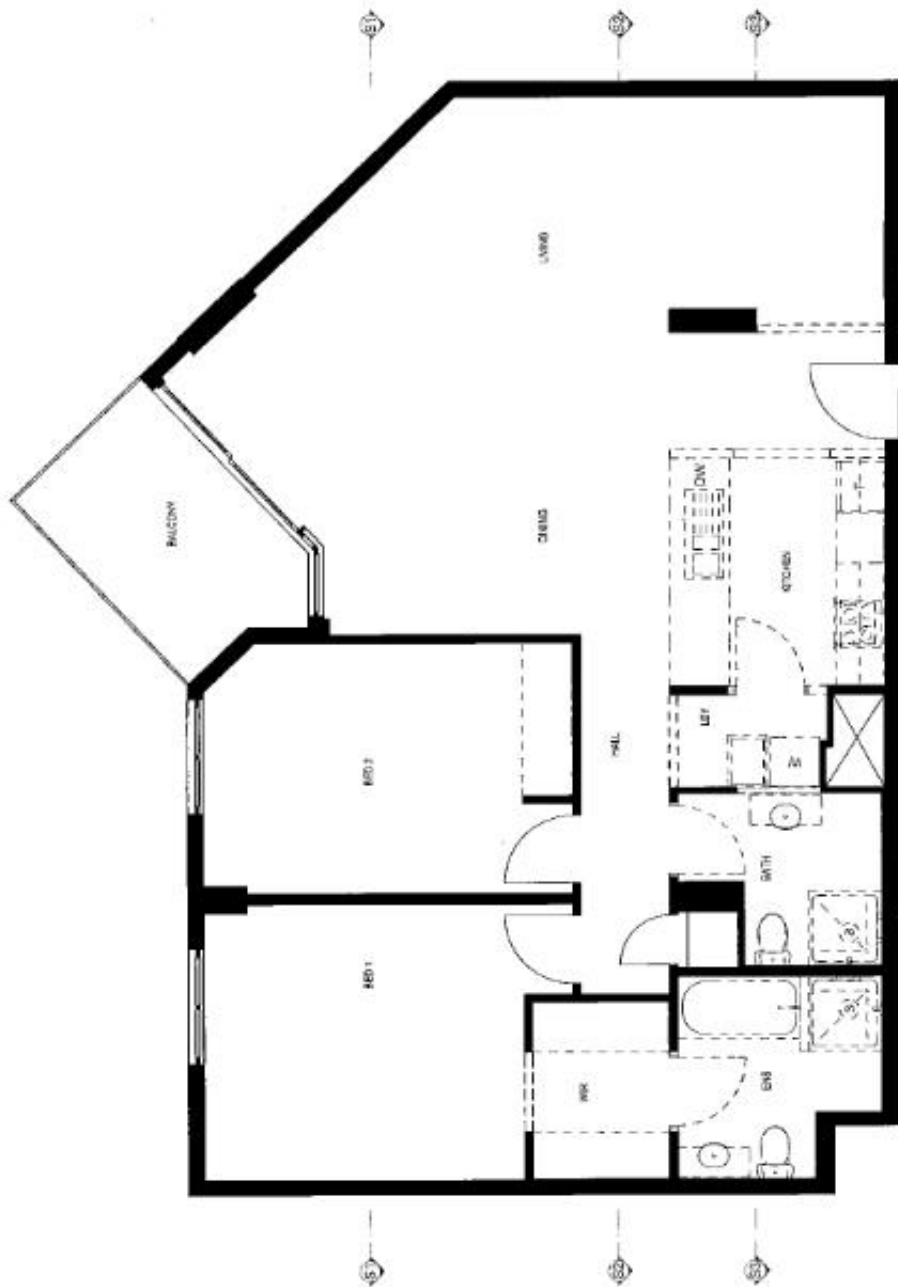
Kind regards,

David McCrae  
 Principal



EXISTING FLOOR PLAN  
 1:50

	<p>NOTES:</p> <p>1. THIS DRAWING IS THE PROPERTY OF mm-tj SCIENTISTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE TITLE BLOCK. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF mm-tj SCIENTISTS IS STRICTLY PROHIBITED.</p> <p>2. THIS DRAWING IS FOR THE LANDLORD'S INFORMATION ONLY.</p> <p>3. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.</p>	<p>REV. NO.</p> <p>1</p> <p>2</p> <p>3</p>	<p>DATE</p> <p>11/01/2023</p> <p>11/01/2023</p> <p>11/01/2023</p>	<p>DESCRIPTION</p> <p>REVISION 1 ISSUE</p> <p>REVISION 2 ISSUE</p> <p>REVISION 3 ISSUE</p>	<p>SCALE: 1:50</p> <p>DATE: 20/03/2023</p> <p>JOB NO: 1802B</p>	<p>PROJECT: 71336 BOWMAN STREET PYRMONT NSW</p> <p>CLIENT: 44 HALLMARK UNIT</p> <p>ARCHITECT: mm-tj SCIENTISTS</p>	<p>ISSUE NO: CD000</p> <p>ISSUE DATE: 18/02/2023</p> <p>ISSUE TYPE: C</p>
		<p>mm-tj          SCIENTISTS</p> <p>1/11/2023 - 18/02/2023</p> <p>18/02/2023 - 18/02/2023</p> <p>18/02/2023 - 18/02/2023</p>	<p>EXISTING FLOOR PLAN</p>				

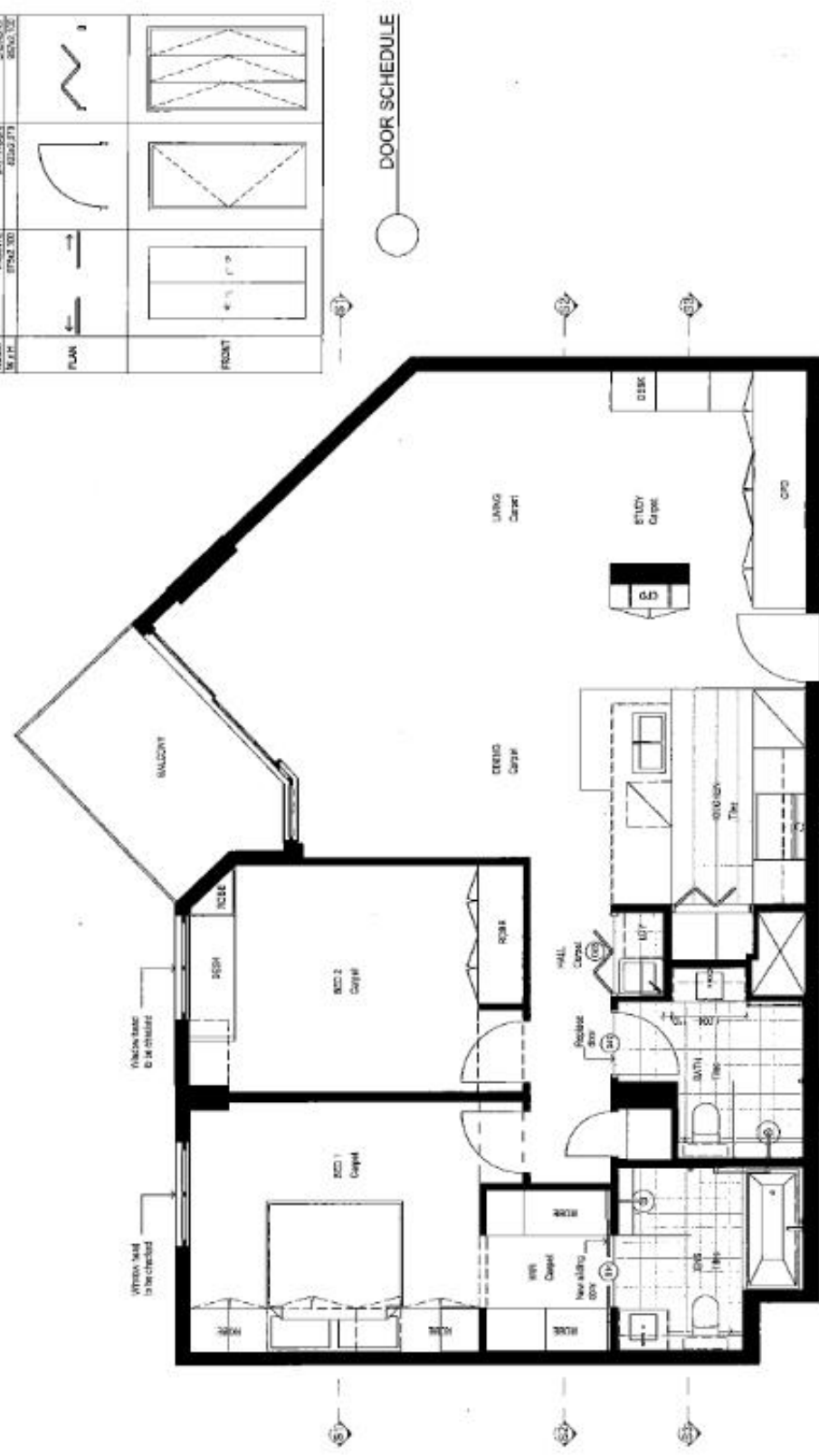


DEMOLITION PLAN  
1:50

	<p><b>NOTES:</b>                  The drawings are not intended to be used as the primary                  or sole reference for any construction or other work.                  All dimensions are to the face unless otherwise stated.                  The drawings are for the use of the contractor only.</p>	<p><b>REVISIONS:</b></p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>1</td><td>20/09/2023</td><td>ISSUE FOR TENDER</td></tr> <tr><td>2</td><td>20/09/2023</td><td>ISSUE FOR TENDER</td></tr> <tr><td>3</td><td>20/09/2023</td><td>ISSUE FOR TENDER</td></tr> </table>	NO.	DATE	DESCRIPTION	1	20/09/2023	ISSUE FOR TENDER	2	20/09/2023	ISSUE FOR TENDER	3	20/09/2023	ISSUE FOR TENDER	<p><b>SCALE:</b> 1:50                  DRAWN BY: [Name]                  DATE: 20/09/2023                  PROJECT NO: 1628</p>	<p><b>CD100</b>                  REV: C</p>
			NO.	DATE	DESCRIPTION											
1	20/09/2023	ISSUE FOR TENDER														
2	20/09/2023	ISSUE FOR TENDER														
3	20/09/2023	ISSUE FOR TENDER														
<p><b>PROJECT:</b> 71264 BONNAN STREET PYRMONT 2009                  DEMOLITION PLAN</p>																
<p><b>mm+</b>                  ARCHITECTS                  10/100 SYDNEY ROAD, SYDNEY NSW 1588                  TEL: 02 9550 1111</p>		<p><b>OWNER:</b> BETH HD                  PROJECT: 71264 BONNAN STREET PYRMONT 2009                  SITE: DEMOLITION PLAN</p>														



DOOR SCHEDULE		DOOR	DOOR
NO.	SYMBOL	NO.	SYMBOL
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63	[Symbol]	64	[Symbol]
65	[Symbol]	66	[Symbol]
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**PROPOSED FLOOR PLAN 1:50**

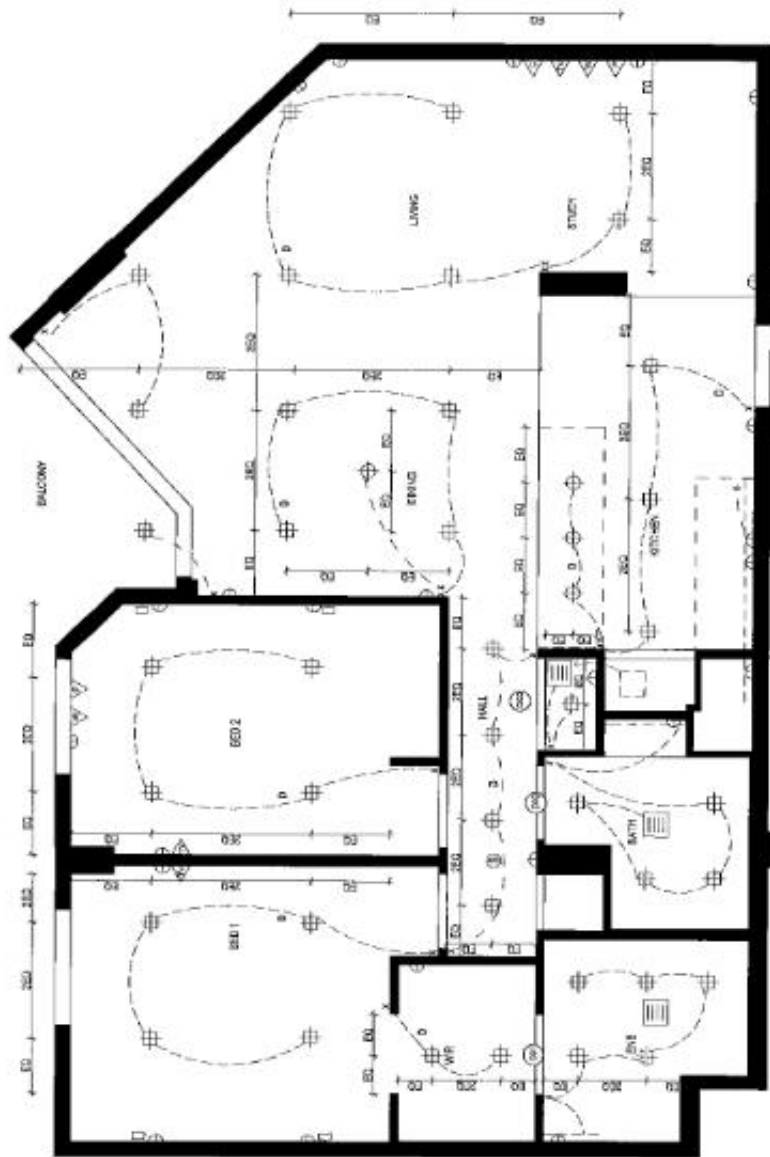
**mm+J**  
 ARCHITECTS  
 200/121, NORTH BRIDGE ROAD  
 SYDNEY NSW 2000

CLIENT: BETH HO  
 PROJECT: ALBERT ROAD TOWN  
 71258 BONNAN STREET PYRMONT 2009  
 TITLE: PROPOSED FLOOR PLAN & DOOR SCHEDULE

DATE: 16/09/2023  
 DRAWN BY: [Name]  
 DATE: 16/09/2023  
 REV: 1025  
 REV: C

NO. 1025  
 This document is not to be used for any other purpose without the written consent of mm+J Architects.  
 All dimensions to be noted on site.  
 This drawing is to be used for information purposes only.

**TENDER ISSUE**



<p>NOTES</p> <p>1. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE STRATA PLAN FOR THE UNIT AND THE STRATA PLAN FOR THE BUILDING.</p> <p>2. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.</p> <p>3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</p> <p>4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</p> <p>5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</p> <p>6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</p> <p>7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</p> <p>8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</p> <p>9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</p> <p>10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.</p>	<p>DATE: 16/09/2023</p> <p>BY: [Signature]</p>	<p>SCALE: 1:50</p> <p>PROJECT NO: CD102</p> <p>DATE: 20/09/2023</p> <p>REV: 1628</p> <p>ISSUE: D</p>
	<p>PROJECT: 71288 BOWMAN STREET PYRMONT 2009</p> <p>REFLECTED CEILING PLAN</p>	
<p>mmj ESTABLISHED 1988</p> <p>14/17-1, 3/45 SPYING RD, WARRAWONG NSW 2120</p> <p>02 9550 1300</p>		

"B"



Date: 28/06/2017 Job No. 170662  
Client: Edith Ho & Jason Sydun Engineer: SS  
**Site: Unit 712, 66 Bowman Street, Pyrmont**

At the request of David McCrae of MM+J Architects, Scott Schydlo of Northern Beaches Consulting Engineers P/L carried out a site inspection at the above property on 22<sup>nd</sup> June 2017. The purpose of the visit was to inspect and comment on the capacity of the existing structure to support the proposed alterations as indicated on S01.

The assessment was limited to the proposed wall alterations and consisted of a walk over style inspection of the building. The apartment block is a concrete frame building.

**PROPOSED WORKS**

The proposed works include the removal and relocation of multiple walls surrounding the kitchen and laundry.

**ASSESSMENT**

As the building is a concrete frame structure, timber stud walls are non-loadbearing and may be removed.

There is a concrete column and services duct to the rear of the laundry. Architectural plans will need to be altered to ensure no modification to this area.

If the proposed works are to be certified in accordance with this report, they must be inspected by Northern Beaches Consulting Engineers while exposed. An additional fee applies.

Yours sincerely  
**NORTHERN BEACHES CONSULTING ENGINEERS P/L**



**Stewart McGeady**  
BE MIEAust Director

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## **Special by-law no. 2 – Major and minor works approval programme**

### **PART 1**

#### **PREAMBLE**

1.1 The purpose of this by-law is to:

(a) Provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a Lot and to regulate the maintenance, repair and replacement of those Works.

(b) Delegate to the Strata Committee the power to approve Minor Works applications.

### **PART 2**

#### **DEFINITIONS & INTERPRETATION**

##### **2.1 Definitions**

In this by-law, unless the context otherwise requires:

(a) **Act** means the *Strata Schemes Management Act 2015*.

(b) **Approved Form** means the form attached at **Annexure "A – Building Works Application Form"** or as the strata committee may otherwise approve from time to time.

(c) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.

(d) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.

(e) **Bond** means the amount determined by the strata committee payable to the Owners Corporation. The strata committee shall notify the Owner as to the amount payable prior to the Owner commencing works. The Bond may be in the form of a bank guarantee.

(f) **Building** means the building situated at 66 Bowman St, Pyrmont NSW 2009.

(g) **Building Manager** means the building manager engaged by the Owners Corporation from time to time.

(h) **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations, including:

(i) Installing or replacing hooks, nails or screws for hanging paintings and other things on walls;

(ii) Installing or replacing handrails;

(iii) Painting

(iv) Filling minor holes and cracks in internal walls;

(v) Laying carpet;

(vi) Installing or replacing built-in wardrobes; and

(vii) Installing or replacing internal blinds.

(i) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.

(j) Insurance means:

(i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00 for work carried out as a 'Minor Renovation'.

(ii) Contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00 for work carried out as a 'Major Renovation'.

(iii) Insurance required under the *Home Building Act 1989* (if any); and

(iv) Workers' compensation insurance.

(k) **Lot** means any lot in strata plan number 65564.

(l) **Major Works** means works that are not Minor Works or Cosmetic Works, and include:

(i) work involving structural changes;

(ii) work that changes the external appearance of a lot, including the installation of an external access ramp;

(iii) work involving waterproofing;

(iv) work for which consent or another approval is required under any other Act; and

(v) any other item prescribed by the Regulations pursuant to sections 109(2)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.

(m) **Minor Works** has the same meaning as minor renovations as defined from time to time in the Act, the Regulations or as part of this by-law, including but not limited to:

(i) renovating a kitchen;

(ii) changing recessed light fittings;

(iii) installing or replacing wood or other hard floors;

(iv) installing or replacing wiring or cabling or power or access points;

(v) removing carpet or other soft coverings to expose underlying wooden or other hard floors;

(vi) work involving reconfiguring of internal walls; and

(vii) any other work prescribed by the Regulations.

(n) **Owner** means the owner(s) of the Lot(s).

(o) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 65564.

(p) **Regulations** means the *Strata Schemes Management Regulations 2016*.

(q) **Works** means Minor Works and Major Works.

## **2.2 Interpretation**

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 65564 and this by-law, the provisions of this by-law shall prevail.
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law, law whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

## **PART 3 CONDITIONS**

### **3.1 Cosmetic Works**

- (a) The Owners Corporation may add to the definition of Cosmetic Works from time-to-time by circulation of written notification to all Owners.
- (b) Subject to clause 3.1(c), an Owner may carry out Cosmetic Works to their lot without consent of the Owners Corporation.
- (c) Prior to carrying out Cosmetic Works, the Owner must give the Owners Corporation no less than seven (7) days before commencing the Cosmetic Works, with the exception of hanging pictures or photos on walls.

### **3.2 Before Commencement of Works**

- (a) Prior to commencement of any Works, an Owner must submit to the strata committee:
  - (i) a duly completed Approved Form;
  - (ii) detailed specifications as to the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access; and
  - (iii) copies of any Insurance policies as relevant to the particular Works, if required.

(b) Upon receipt of the Approved Form, the strata committee shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the strata committee may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.

(c) On making the determination, the strata committee shall inform the Owner, in writing, of that determination.

### 3.2.2 Minor Works

(a) If the strata committee determines that the works are Minor Works, the strata committee may approve the Minor Works application.

(b) If the Minor Works are approved by the strata committee, the Owner may carry out the Minor Works without further consent of the Owners Corporation.

(c) The Owners Corporation or strata committee may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

### 3.2.3 Major Works

(a) If the strata committee determines that works to be carried out are Major Works, the Owner must lodge the Bond (if the Bond has not been lodged with the Approved Form) within fourteen (14) days from the date of notification by the strata committee.

(b) Before commencement of any Major Works, the Owner must:

(i) provide a complete proposal concerning the Major Works including but not limited to:

(I) plans and specifications of the proposed works;

(II) specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;

(III) a diagram depicting the location of or proposed installation points of all parts of the works;

(IV) plans and certifications prepared by an engineer or consultant(s) if requested by the Owners Corporation;

(V) any necessary approvals/consents/permits from any Authority; and

(VI) a report(s) from an engineer or other consultant(s) nominated by the Owners Corporation concerning the impact of the works on any part of the building, including but not limited to the structural integrity of the Building and Lot and common property (if required);

(ii) prepare and provide to the Owners Corporation:

(I) a new by-law (as per Annexure B) under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and

(II) the owner's written consent to:

(A) the passing of the by-law; and

(B) be responsible for the maintenance, repair and replacement of the Major Works,

(III) where required, written consent of other affected owners to the passing of the by-law;

such by-law (marked **Annexure "B – Works"**) and form of consent (marked **Annexure "C – Consent"**) to be prepared substantially in the terms set out in **Annexures "A" and "B"** and to be considered at a general meeting of the Owners Corporation.

(iii) pay for all costs of the Owners Corporation including:

(I) legal fees for reviewing the proposal;

(II) fees for convening any meeting to consider the proposal;

(III) any other reasonable professional fees required to consider the proposal including strata management fees, legal fees, engineering fees or fees of any consultant or consultants; and

(IV) registration fees for the by-law contemplated in clause 3.2.3(b)(ii)(I);

(iv) a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the Building ( if required including any lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and

(v) obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clause 3.2.3(b) above. For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 3.2.3(b)(ii)(I) is passed by special resolution at a duly convened general meeting of the Owners Corporation.

(c) Upon receipt of a by-law under clause 3.2.3(b)(ii)(I) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law such conditions to include (but not be limited to) those set out in clauses 3.3-3.13 (inclusive).

### **3.3 Specific Conditions – Reconfiguration**

Unless prior written approval is granted by the Owners Corporation, the following conditions apply as relevant:

(a) Where the Works include reconfiguration of walls the Owner must ensure:

(i) No reconfigurations alter or impinge on the structural integrity of the Building;

(ii) No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;

(iii) Walls containing wet areas must not be reconfigured;

(iv) Walls must not be added to create new wet areas; and

(v) A report from an independent structural engineer or other consultant or consultants that may be requested by the Owners Corporation be provided certifying that the reconfiguration will have no adverse impact on the building and does not involve any load bearing walls.

(b) Where Works involve the installation of a floor finish other than carpet:

(i) before commencement of Works, the Owner must provide to the Owners Corporation or strata committee a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation to the Lot will comply with clause 3.3(b)(ii) below;



(ii) the Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an Owner or occupier of another Lot;

(iii) following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the Owners Corporation or strata committee may require, and if it does so, the Owner must provide the Owners Corporation or strata committee with a certificate from a qualified acoustic engineer acceptable to the Owners Corporation or strata committee. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.3(b)(i);

(c) Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:

(i) not be commenced without prior written approval from the Owners Corporation or strata committee; and

(ii) be carried out in a tradesmanlike and professional manner and comply with fire safety standards.

(d) Where the Works involve the installation of air-conditioning units, the Works must:

(i) have a new condenser unit (external) that:

(I) is mounted on vibration pads in a location so to minimise noise and vibration;

(II) is installed unobtrusively on the location as approved by the Owners Corporation or strata committee in writing);

(III) is not visible from the street. All electrical and coolant lines must be concealed as much as possible; and

(IV) does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified by an Authority or the owners corporation from time to time;

(ii) not be installed through or attached to windows;

(iii) be manufactured, designed and installed to specifications for commercial/domestic use; and

(iv) have any condensation and run-off from the Lot drained through existing drains or downpipes.

(e) Owners must ensure that in carrying out Cosmetic Works and Works to the Lot:

(i) access panels are not blocked;

(ii) exhaust fans do not penetrate into the ceiling;

### **3.4 Compliance with guidelines**

(a) The Owners Corporation shall issue guidelines for completing works, a copy of these guidelines must be provided to each Owner or Occupier of a lot.

(b) An Owner or Occupier who is carrying out any works in accordance with this by-law, including cosmetic works, must comply with those guidelines.

(c) The guidelines may be amended from time to time by way of resolution of the Owners Corporation. If the guidelines are amended, a copy of the amended guidelines must be served upon each Owner or Occupier of a lot.

(d) Where there is any inconsistency between the guidelines and this by-law, this by-law shall prevail.

### **3.5 Notice**

(a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.

(b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:

(i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and

(ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

### **3.6 Compliant Works**

To be compliant under this by-law, Works:

(a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;

(b) must be manufactured, designed and installed to specifications for domestic use;

(c) must be in accordance with Australian Standards and the Building Code of Australia;

(d) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;

(e) must be in keeping with fire safety standards.

### **3.7 During construction**

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

(a) use duly licensed employees, contractors or agents to conduct the Works;

(b) ensure the Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;

(c) ensure the Works are carried out expeditiously and with a minimum of disruption;

(d) carry out the Works between the hours of 9:00 AM and 4:00 PM Monday-Friday. No Works are to be carried out on a Saturday, Sunday or public holiday;

(e) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation and keep all areas of the Building outside the Lot clean and tidy;

(f) not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;

- (g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the Owners Corporation;
- (h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;
- (i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (j) 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;
- (k) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools);
- (l) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
- (n) observe all the other by-laws applicable to the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation.

### **3.8 After construction**

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the Owners Corporation with certification from a suitably qualified consultant(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide (if required) the Owners Corporation with certification from a suitably qualified consultant(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.8.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.8.1(a)-(f) immediately above have been complied with.

3.8.3 Upon satisfaction of clause 3.8.1 the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

### **3.9 Statutory and other requirements**

(a) The Owner must:

- (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works;
- (ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (iii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (iv) comply with the provisions of the *Home Building Act 1989*.

(b) The Works must:

- (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
- (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

### **3.10 Enduring rights and obligations**

3.10.1 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Works installed by them;
- (b) properly maintain and upkeep those parts of the common property in contact with the Works;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.10.

3.10.2 If the dilapidation report referred to in 3.2.3(b)(iv) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

### **3.11 Recovery of costs**

If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

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

### **3.12 Essential Works**

No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the owner or occupier (emergencies excepted).

### **3.13 Applicability**

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

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**ANNEXURE "A – BUILDING WORKS APPLICATION FORM"**

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**STRATA PLAN 65564**

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**BUILDING WORKS APPLICATION FORM**

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Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO. 9 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Strata committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

**OWNERS NAME** \_\_\_\_\_ **UNIT/LOT NUMBER** \_\_\_\_\_

**CONTACT TELEPHONE** (list all).....

**EMAIL** .....

**LOCATION:**    KITCHEN         BATHROOM         TOILET         HALLWAY  
                   LIVING ROOM    BEDROOM         OTHER.....

**WORK INVOLVES:**    PAINTING         TILING         FLOOR SURFACES    ELECTRICAL  
                           CEILING         AIRDUCTS        FIRE SPRINKLERS  
  
                           PLUMBING        MASONRY         WALL REMOVAL/PENETRATION  
  
                           COMMON PROPERTY ALTERATION        OTHER .....

**PREFERRED DATE OF WORKS** STARTING...../...../..... ENDING...../...../.....

**PLEASE ATTACH**    DETAILED DESCRIPTION OF INTENDED WORKS  
  
                          AND EITHER:    PLAN BY ARCHITECT (if available)  
  
  OR:         ROUGH PLAN / DIAGRAM (provided by owner)

**BOND DEPOSIT:** Please check with your strata committee as to the amount payable as bond and record those details here: Amount: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Strata Committee acknowledge receipt: \_\_ \_\_ (SC initial)

**DEVELOPMENT APPLICATION**

I the undersigned hereby warrant that I have read the Special By-Law No. 9 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

**OWNERS SIGNATURE:** ..... **DATE:**.....

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**ADDITIONAL WARRANTIES (IF APPLICABLE)**

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**STRUCTURAL ALTERATIONS:**

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: ..... DATE.....

---

**CEILING CAVITY ALTERATIONS:**

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: ..... DATE.....

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## ANNEXURE "B -WORKS"

### MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No 65564 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot < > to the common property on the terms and in the manner as set out in the by-law.

### MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No 65564 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

### SPECIAL BY-LAW NO < >

### Lot < > Works

---

#### PART 1

#### GRANT OF RIGHT

- 1.1** Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

#### PART 2

#### APPLICATION OF SPECIAL BY-LAW

- 2.1** The provisions of Parts 2 and 3.2-3.13 (inclusive) of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

#### PART 3

#### DEFINITIONS

- 3.1** In addition to the definitions in Part 2 of Special By-law < >, the following definitions are also adopted:
- (a) "**Major Works**" means the works to the Lot and the common property to be carried out in connection with the \_\_\_\_\_ works for the Lot including:
- (i) \_\_\_\_\_; and
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.



- (b) **"Lot"** means \_\_\_\_\_ in strata plan 65564.
- (c) **"Plans"** means the plans/drawings prepared by \_\_\_\_\_ and dated \_\_\_\_\_ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

#### PART 4

#### **CONDITIONS**

**4.1** The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

- (a) The Owner must complete the Major Works by [insert date]. If the Owner has not completed the Major Works by [insert date] the Owners Corporation will issue the Owner with a "Notice to Complete" which records that
  - (i) the Major Works must be completed within 21 days of the date of the Notice to Complete; and
  - (ii) if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

**[INSERT ANY ADDITIONAL/SPECIAL CONDITIONS]**

**Annexure "C"**

**CONSENT UNDER SECTION 143**  
**STRATA SCHEMES MANAGEMENT ACT 2015**  
**STRATA SCHEME 65564**

TO: The Registrar-General  
Land Registry Services NSW  
Queens Square  
SYDNEY NSW 2000

I/We, \_\_\_\_\_, CONSENT to the making of a by-law conferring rights over the common property for the installation of \_\_\_\_\_ to be carried out by me/us as the owner/s of lot \_\_\_\_\_ in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on \_\_\_\_\_ or any adjournment of that meeting.

Dated: .....

Signature of \_\_\_\_\_

Owner of Lot \_\_\_\_\_

cc: The Owners – Strata Plan No 65564

## **Special by-law no. 3 – Lot 24 works**

### **PART 1 GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **APPLICATION OF SPECIAL BY-LAW**

The provisions of Parts 2 and 3.2-3.13 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

**"Major Works"** means the works to the Lot and the common property to be carried out in connection with the bathroom renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

**"Lot"** means 24 in strata plan 65564.

**"Plans"** means the plans/drawings prepared by Lot 24 and tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

### **CONDITIONS**

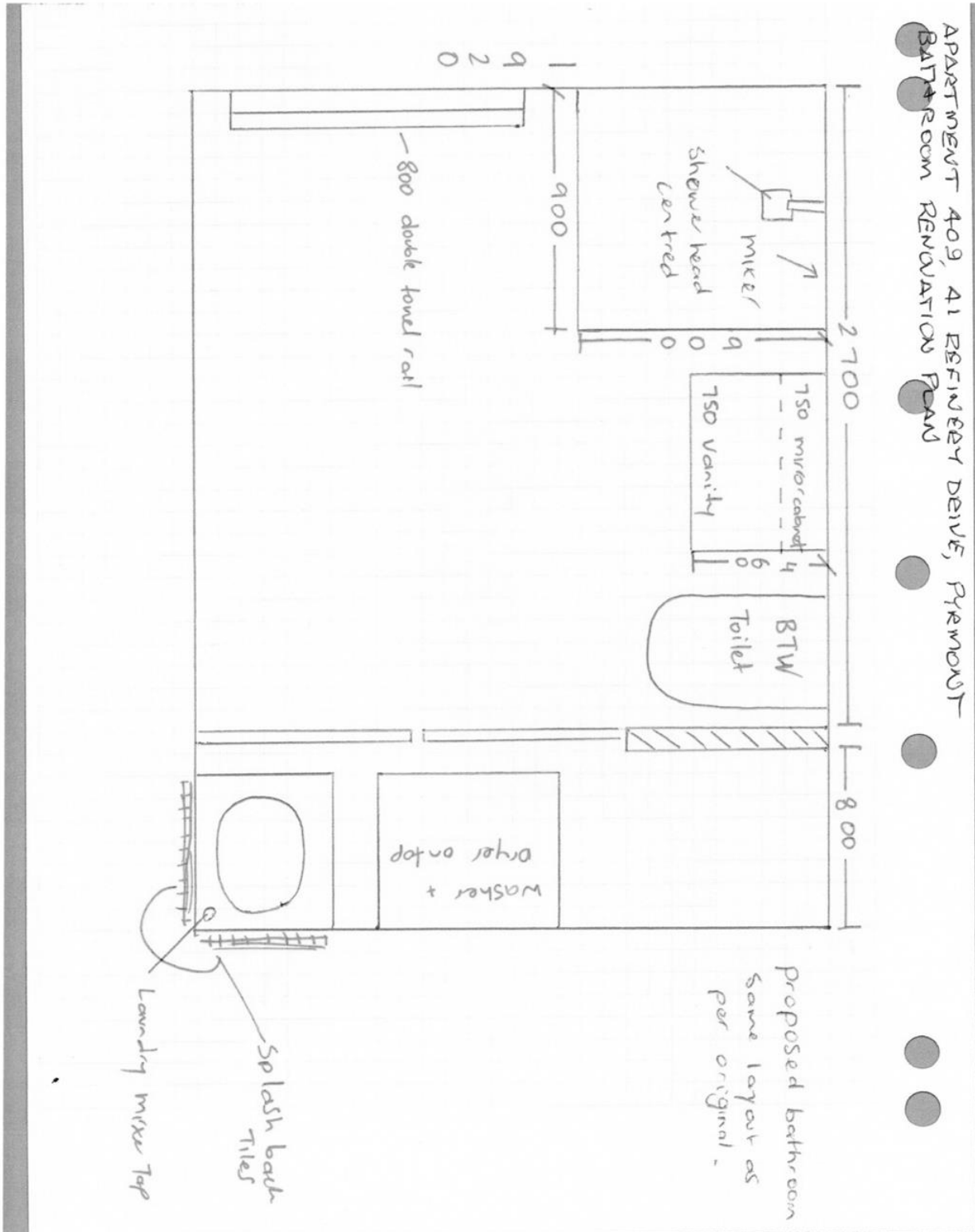
The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

The Owner must complete the Major Works by 1.1.2021. If the Owner has not completed the Major Works by 1.1.2021 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that

the Major Works must be completed within 21 days of the date of the Notice to Complete; and

if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

APARTMENT 409, 41 REFINERY DRIVE, PYRMONT  
BATHROOM RENOVATION PLAN



## **Special by-law no. 4 – Lot 9 works**

### **PART 1 GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **APPLICATION OF SPECIAL BY-LAW**

The provisions of Parts 2 and 3.2-3.13 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

"**Works**" means the works to the Lot 9 and the common property to be carried out in connection with the kitchen renovation including new doors, panels, benchtops, appliances and kitchen floor tiles. New downlights to be installed in each room. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

"**Lot**" means 9 in strata plan 65564.

### **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

The Owner must complete the Major Works by 1.1.2021. If the Owner has not completed the Major Works by 1.1.2021 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that the Major Works must be completed within 21 days of the date of the Notice to Complete; and

if the Major Works have not been completed within 21 days of the date of the Notice to Complete, the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21-day notice period until such time as the Major Works are completed.

## **Special by-law no. 5 – Lot 62 works**

### **PART 1 GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

## **APPLICATION OF SPECIAL BY-LAW**

The provisions of Parts 2 and 3.2-3.13 (inclusive) of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

**"Works"** means the works to the Lot 62 and the common property to be carried out in connection with the main bathroom renovation including waterproofing and installation of new tiles, toilet, vanity, shower and taps. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

**"Lot"** means 62 in strata plan 65564.

### **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

The Owner must complete the Major Works by 2021. If the Owner has not completed the Major Works by 2021 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that

the Major Works must be completed within 21 days of the date of the Notice to Complete; and

if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

## **Special by-law no. 6 – Lot 44 works**

### **PART 1**

#### **GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

## **APPLICATION OF SPECIAL BY-LAW**

The provisions of Special By-law No. 2 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Works" and "Lot" as follows:

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

**"Works"** means the works to the Lot 44 and the common property to be carried out in connection with the installation of LED downlights throughout, kitchen cabinetry and bench top, and floating floors throughout. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

**"Lot"** means 44 in strata plan 65564.

## **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Works. These conditions include:

The Owner must complete the Works by 2021. If the Owner has not completed the Major Works by 2021 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that the Works must be completed within 21 days of the date of the Notice to Complete; and

if the Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

## **Special by-law no. 7 – Lot 24 works**

### **PART 1 GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **APPLICATION OF SPECIAL BY-LAW**

The provisions of Special By-law No. 2 are adopted for the purposes of this by-law for the kitchen renovation with the insertion of the definition of "Plans" as per Annexure A and the amendment of the definition of "Works" and "Lot" and By-law 5 and By-law 26 for the timber floor boards as follows:

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

**"Works"** means the works to the Lot 24 and the common property to be carried out in connection with the kitchen renovation including new cupboards, appliances, fittings and wall tiles. New timber flooring in Lot 24. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

**"Lot"** means 24 in strata plan 65564.

### **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Works. These conditions include:

The Owner must complete the Works by 1.1.2022. If the Owner has not completed the Works by 1.1.2022 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that the Works must be completed within 21 days of the date of the Notice to Complete; and

if the Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Works are completed.

### **Special by-law no. 8 – Lot 66 works**

#### **PART 1 GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Minor Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

#### **APPLICATION OF SPECIAL BY-LAW**

The provisions of Special By-law No. 2 are adopted for the purposes of this by-law for the kitchen renovation and the amendment of "Works" and "Lot":

#### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

"**Works**" means the works to the Lot 66 and the common property to be carried out in connection with the kitchen renovation including new kitchen cabinets and bench top. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.

"**Lot**" means 66 in strata plan 65564.

#### **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Works. These conditions include:

The Owner must complete the Works by 1.1.2022. If the Owner has not completed the Works by 1.1.2022 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that

the Works must be completed within 21 days of the date of the Notice to Complete; and

if the Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Works are completed.

### **Special by-law no. 9 – Lot 2 works**

#### **PART 1 GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.



## **APPLICATION OF SPECIAL BY-LAW**

The provisions of Special By-law No. 2 are adopted for the purposes of this by-law for the renovation of two bathrooms with the insertion of the definition of "Plans" as per Annexure A, including the engineers report for the core hole drilling and the amendment of the definition of "Works" and "Lot" as follows:

## **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

**"Works"** means the works to the Lot 2 and the common property to be carried out in connection with two bathroom renovations including core hole drilling to be signed off by TTW engineers. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

**"Lot"** means 2 in strata plan 65564.

## **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Works. These conditions include:

- o the Lot owner providing satisfactory answers from their engineers to the questions posed by the Strata Manager in her letter of 13 January 2021
- o the Lot owner, at their expense, obtaining a certificate from their engineers addressed to the Owners Corporation certifying that the works will not adversely affect the structural integrity of the building or any part of it,
- o the Lot owner, at their expense, engaging structural engineering firm, Taylor Thomson Whitting (TTW), to supervise any core hole drilling works to the slab as proposed in the planned renovations.

Further, the Owners Corporation will obtain a quote for those supervisory works from TTW and that amount is to be paid into the Owners Corporation's Trust Account, by the Lot Owner, in advance of the works.

The Owner must complete the Works by 1.1.2022. If the Owner has not completed the Works by 1.1.2022 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that the Works must be completed within 21 days of the date of the Notice to Complete; and

if the Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Works are completed.

**FLEETVIEW ANNEXURE A**  
**Renovation Application Form**

To be submitted to the Building Managers Office on behalf of the Owner's Corporation for approval prior to any work commencing.

Please return to: [fleetview@manage-meant.com.au](mailto:fleetview@manage-meant.com.au)

After receiving all the information the Strata Committee will respond within three weeks. Allow extra time if structural works are required.

Registered Owner/s: Lorraine Ermer and George Ermer

Apartment Address: Fleetview, No 37 Refinery Drive Pyrmont NSW 2009

Contact Phone Numbers: W: \_\_\_\_\_ H: \_\_\_\_\_ M: \_\_\_\_\_

Email Address: \_\_\_\_\_

Proposed date for commencement of works: 2 November 2020

Proposed date for completion of works: 23 December 2020

Details of proposed work: Renovation of two bathrooms including:

- (1) Removal of bath, existing showers, toilets, vanities and tiles.
- (2) Waterproofing and re-tiling.
- (3) Installation of new toilets (cistern in wall).
- (4) Installation of new frameless glass shower screens.
- (5) Installation of new vanities with new basins.
- (6) Installation of new tap ware and shower heads, towel racks.
- (7) Install one additional power point in en-suite.

- Does the renovation involve structural work? (If there are any penetrations into the concrete slab – a fire collar and engineers report will be required) Refer builder detail - core drill 100mm hole redirecting drainage for toilet re-positioning to adjacent wall, around 500mm in guest bathroom. YES  NO
- Will the renovation involve the removal or partial removal of wall(s) (If yes, please attach details including complete plans and engineers certification.) YES  NO
- Does the renovation include replacement or partial replacement of the kitchen (If yes, please attach detailed plans) YES  NO
- Will the works involve the replacement of the bathroom(s) or laundry (If yes, please attach detailed plans) YES  NO
- Will the works involve an alteration to the plumbing configuration? (If yes, please attach detailed plans with advice from the plumber on how it will affect the common property.) Refer builder detail - Minor to accommodate new toilet direction, shower drainage and shower mixers YES  NO
- Will the works involve re-configuration of electrics, lighting and television wiring? (If yes, please attach plans of full details.) YES  NO

- Will the works involve replacement of soft flooring?  
(If yes, please advise rooms involved and the quality and dB rating of the underlay and flooring to ensure noise transmission is compliant with the by-laws standard.) YES  NO

\_\_\_\_\_  
\_\_\_\_\_

**What provisions will be made for protection of the common property?**

- Will there be demolition with removal of material through the common Property?  
(If yes, what type of materials will be transported through the common property, e.g. tiles, kitchen/bathroom items?) YES  NO

\_\_\_\_\_  
All existing bathroom materials, including tiles, toilets, shower screens, vanities, mirrors

\_\_\_\_\_

- What arrangements will be made for removal of rubbish/building materials from the site?  
(The lift must be padded if used to bring in and remove materials).  
**N.B. No skips are permitted. It is the applicant's responsibility to remove all rubbish off site each day. Rubbish cannot be left in the loading dock.**

\_\_\_\_\_  
Terrace apartment is on street level with direct street access via property front gate, therefore no lift or loading dock requirements.  
Demolition rubbish will be removed daily using builder vehicle and trailer

- Please advise what steps will be taken to prevent dust/dirt from entering the common property or steps to be taken to clean the common property.

\_\_\_\_\_  
Gate & terrace common area entrance will be protected with ground sheets, swept and cleaned at the end of each day.

\_\_\_\_\_

- If the unit has a smoke detector, please advise of steps to be taken to prevent false alarms during alterations.

\_\_\_\_\_  
A cover will be placed over the smoke detector during works.

\_\_\_\_\_

- Will the works involve noise which will disturb other residents?  
(If yes, please advise what type of works as there may be a shift worker in the building and they may need to make other sleeping arrangements.) YES  NO

\_\_\_\_\_  
Initial 2-3 days of demolition, then 2 days of moderate noise of plumbing roughing.

**Tiling Works**

- When a waterproofing membrane has been applied, a waterproofing certificate must be supplied to Building Management and Dynamic Property Services so that the work can be checked **before** new tiles are laid.

**Please advise your tradesperson/s details. They will be contacted in the event of an emergency affecting other lots or common property:**

Name	Trade	Licence	Mobile No.	Address
S&M Home Renovations Pty Ltd	Builder	286228C	0434 405 204	61 Tara Street Sylvania NSW 2224

**N.B. A copy of the tradesmen's licence and insurance must be attached to this application. (This includes all sub-contractors.)**

- A copy of the contractor/s' public liability insurance for a minimum of \$20,000,000 needs to be attached along with a copy of the workers compensation insurance.
- If works exceed \$20,000 a copy of the Home Owners Warranty insurance policy also needs to be attached to this application.

**FLOORING RENOVATIONS – please refer to By-laws 5 and 26 and include brochures detailing the required acoustic level of 45dB or less for the underlay and flooring.**

**MINOR & MAJOR RENOVATIONS (including kitchens & bathrooms) require a By-law to be passed at a general meeting.**

**Please note the following conditions:**

- Renovation Works may only be carried out during the hours of 9.00 am – 4.00 pm weekdays and no work to be carried out on weekends and public holidays as per By-Law.
- Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building
- All work must comply with the relevant Australian codes and standards and the Building Code of Australia
- Owners Corporation Executive Committee members or Building Management must be permitted reasonable access to inspect renovations during and after completion.
- A notice of your intention to start work must be displayed in the lobby two weeks before work commences.
- The lift protective covers must be used to remove building rubbish and to bring in building materials – this must be arranged via Building Management with a minimum of 48 hours' notice.
- At the completion of the renovation the following certification will be required, including but not limited to: electrical certification, waterproofing certificate.

**A Refundable Bond is required prior to works commencing:**

**The Owner needs to provide a money order or bank cheque made payable to SP 65564 in the amount of \$500 when submitting the application form.**

**PLEASE NOTE: That the following certificates MUST be provided for any works which are carried out within bathrooms or kitchens:**

- **Waterproofing certificate**
- **A Certificate of Compliance, Electrical Works**

Please note for any breach or violation of this agreement, a penalty will be deducted from the refundable bond. Once the work is completed, you will need to contact Building Management for an inspection and sign off the refundable bond.

\_\_\_\_\_

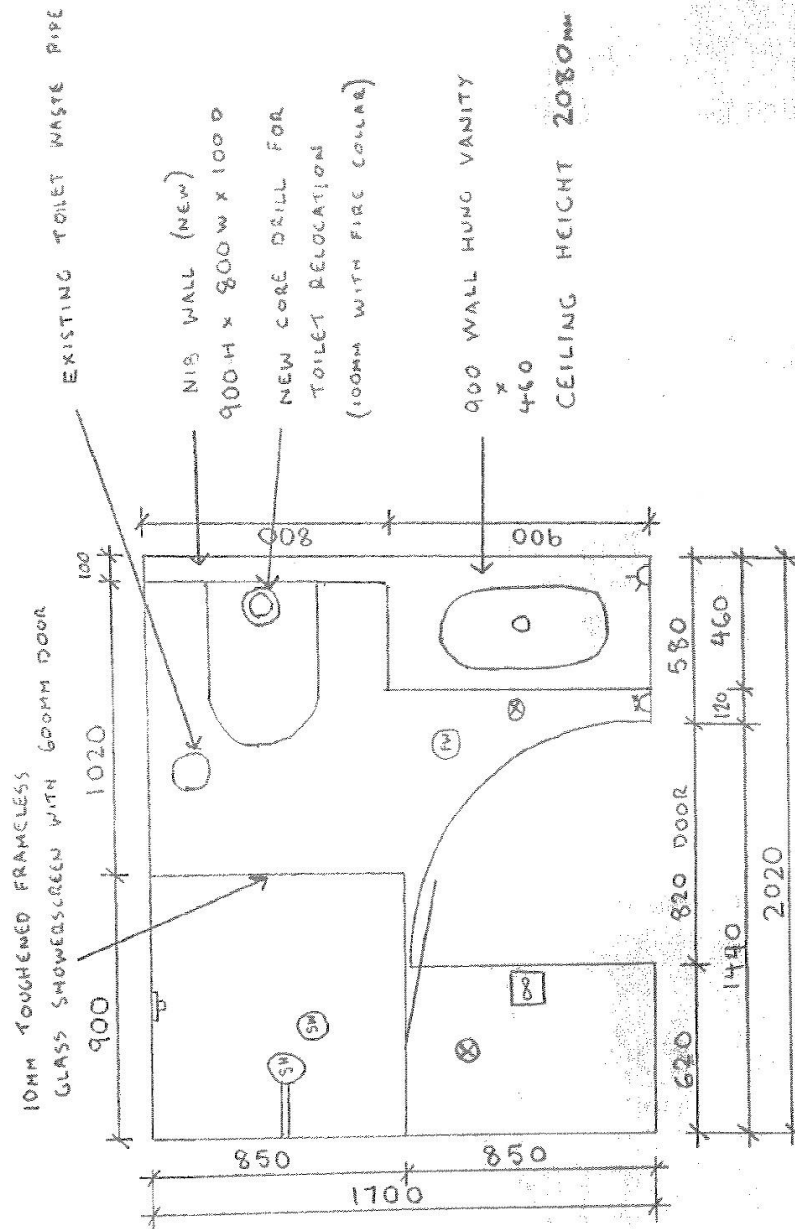
I hereby acknowledge that all work will be carried out in a professional manner with full consultation with the Owners Corporation.

I accept responsibility for any damages caused by the work done by me or my subcontractors whether on common property or private property and agree to bear the reparation costs.

Signature of Owner(s): \_\_\_\_\_

Lorraine Ermer and George Ermer

Date: 16 / 10 / 2020

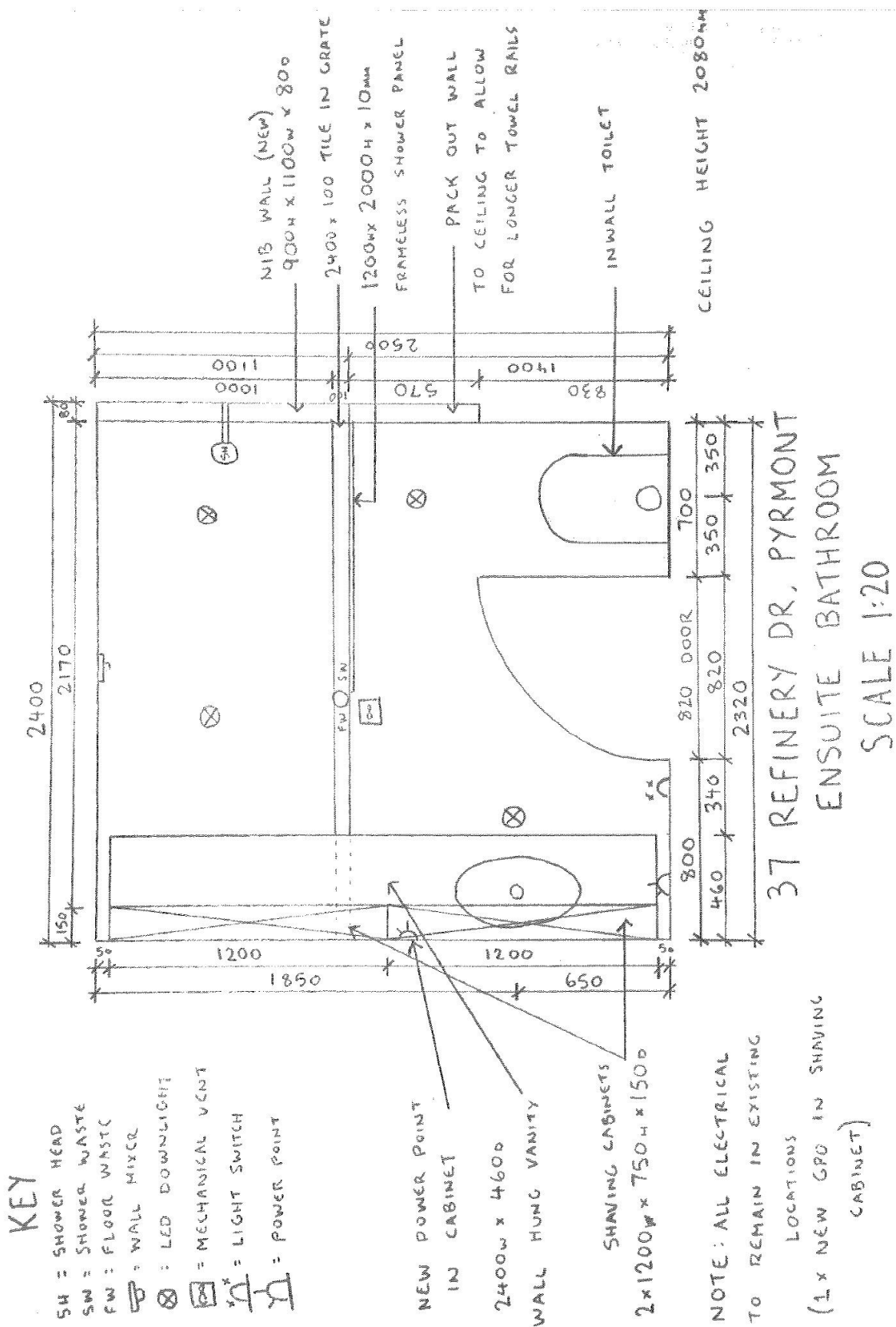


**KEY**

- SH = SHOWER HEAD
- SW = SHOWER WASTE
- FW = FLOOR WASTE
- [Symbol] = WALL MIXER
- [Symbol] = LCD DOWNLIGHT
- [Symbol] = MECHANICAL VENT
- [Symbol] = LIGHT SWITCH
- [Symbol] = POWER POINT

**NOTE: ALL ELECTRICAL TO REMAIN IN EXISTING LOCATIONS**

37 REFINERY DR. PYRMONT  
 MAIN BATHROOM  
 SCALE 1:20



**KEY**

- SH = SHOWER HEAD
- SW = SHOWER WASTE
- FW = FLOOR WASTE
- ⊕ = WALL MIXER
- ⊗ = LED DOWNLIGHT
- ⊠ = MECHANICAL VENT
- ⊕ = LIGHT SWITCH
- ⊕ = POWER POINT

NEW POWER POINT  
IN CABINET

2400W x 460D

WALL HUNG VANITY

SHAVING CABINETS  
2x1200W x 750H x 150D

NOTE: ALL ELECTRICAL  
TO REMAIN IN EXISTING  
LOCATIONS

(1x NEW GPO IN SHAVING  
CABINET)

37 REFINERY DR. PYRMONT  
ENSUITE BATHROOM  
SCALE 1:20



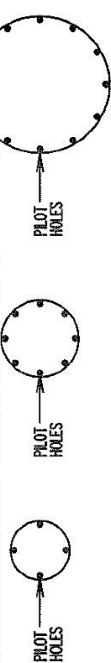


PLEASE USE THE ENCLOSED TO SET OUT YOUR CORE HOLES.  
 THEN INDICATE IN PHOTOS WITH THE SLAB SCANNER'S REPORT.  
 THIS IS A PRELIMINARY TO ALLOW YOUR CONTRACTOR TO MORE ACCURATELY SET OUT THEIR PROPOSED CORE HOLES BASED ON THE 'PT' TENDONS INDICATED HERE.  
 SOME ADJUSTMENT MAY BE NEEDED FOR REINFORCEMENT BARS.

**PROCEDURE FOR CORING THROUGH EXISTING POST-TENSIONED SLAB**

1. Approximately locate the position of the prestressing tendons using the Structural Engineers drawings.
2. Confirm exact location of tendons and beams/bands by inspecting the underside of the slab where the line of each tendon is indicated by pairs of staples 100mm apart at approximately 1000 cts which protrude from the bottom of the slab or by using a metal detector.
3. Confirm that all core holes are clear of tendons by drilling 4 pilot holes for cores upto 100 dia., 8 pilot holes for cores over 100 dia and up to 275 dia. and 12 pilot holes for cores over 275 dia. and up to 350 dia. using a masonry drill around the perimeter of the proposed core hole location.

Please Note: Saw cutting is **NOT** permitted by TTW.



- UP TO 100 dia                      100 dia UP TO 275 dia                      275 dia UP TO 350 dia
4. If tendon is located, relocate proposed core a distance of 250 + dia at 45° relative to tendons. Alternatively redrill pilot holes in different location.
  5. After pilot holes have been completed contact Structural engineer for inspection prior to coring slab.

1. X-Ray slab & mark out location of prestressing tendons & reinforcement in conjunction with Structural Engineers Drawings.

**Note:** There may be other embedded non structural elements including conduits housing live electrical cables.

2. Clearly mark out penetration(s) locations on the underside of the slab to accurately identify set out of existing slab supports i.e. Walls, Columns, Slab Band and Edge Beams.
3. If precast floor system is encountered contact Superintendent for instructions.
4. Confirm that all core holes are clear of slab supports by drilling 4 pilot holes for cores over 50 dia. using a masonry drill around the perimeter of the proposed core hole location.

Please Note: Saw cutting is **NOT** permitted by TTW.

**Multi Head Cutter & Carbide Drill Bits**  
 Under **NO** Circumstances will TTW approve the use of 'Multi Head Cutter' or 'Carbide' drill bits, as there is a serious chance of damage to any reinforcement or PT tendons.

Job Name : LOT 2, 37 REFINERY DRIVE, PYRMONT  
 Sketch Title: CORE HOLE ASSESSMENTS  
 BATHROOM PLANS & PT OVERLAY.

Date: 26/11/2020  
 By: R McLEAN

**TTW** Structural Traffic Repade  
 Job Number: 201967 SAAA  
 Sketch No. : Sk L2 02 [P1]

## **Special by-law no. 10 – Lot 8 works**

### **GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **APPLICATION OF SPECIAL BY-LAW**

The provisions of Special By-law No. 2 are adopted for the purposes of this by-law for the installation of air conditioning in Lot 8 with core holes as per the engineers report with the insertion of the definition of "Plans" as per Annexure B and the amendment of the definition of "Works" and "Lot" as follows:

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

"**Works**" means the works to the Lot 8 and the common property to be carried out in connection with the installation of air conditioning core hole drilling as per the engineers report. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

"**Lot**" means 8 in strata plan 65564.

### **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Works. These conditions include:

- o the Lot owner providing satisfactory answers from their engineers to the questions posed by the Strata Manager in her letter of 13 January 2021
- o the Lot owner, at their expense, obtaining a certificate from their engineers addressed to the Owners Corporation certifying that the works will not adversely affect the structural integrity of the building or any part of it,
- o the Lot owner, at their expense, engaging structural engineering firm, Taylor Thomson Whitting (TTW), to supervise any core hole drilling works to the slab as proposed in the planned renovations.

Further, the Owners Corporation will obtain a quote for those supervisory works from TTW and that amount is to be paid into the Owners Corporation's Trust Account, by the Lot Owner, in advance of the works.

The Owner must complete the Works by 1.1.2022. If the Owner has not completed the Works by 1.1.2022 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that the Works must be completed within 21 days of the date of the Notice to Complete; and

if the Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Works are completed.

## ANNEXURE B

STRUCTURAL ENGINEERING & DESIGN

**BLAZQUEZ & ASSOCIATES**



PO Box 3272 Wetherill Park NSW 2164  
phones:0418 416 600 (02) 9604 8684  
email: rb@bastructuralengineers.com.au  
website: bastructuralengineers.com.au

16<sup>th</sup> December 2020  
1792

Andrew Sunol & Jen Poon  
51 Refinery Drive  
**PYRMONT NSW 2009**

Dear Mr Sunol and Ms Poon,

**RE: VERTICAL PENETRATIONS TO LEVEL 2 SLAB AT FLEETVIEW  
51 REFINERY DRIVE , PYRMONT NSW**

As requested we have inspected and reviewed the two locations of the proposed 60mm diameter core holes to suit the air conditioning plumbing at Unit 51 Level 2 of the subject building.

The approximate locations were shown on floor plan diagram on email received from Andrew Sunol on the 27 of November 2020 as follows:

Location 1: Master Bedroom Walk in Robe.

Location 2: Bedroom 2 Wardrobe.

According to the provided structural plans there are Post-Tensioning tendons in two directions and the design slab thickness is 180 mm.

Scan testing in the vicinity of the desired locations was carried out by John Revesz from Concrete Radar Scanning Pty Ltd trading as Slab Search. The proposed locations of the core holes have been investigated and the existing locations of Post-Tensioning members, main reinforcement members and other services/items have been marked on the floor. (Refer to Photographs).

The selected locations of the core hole must be positioned away from the location of the post-tensioning (PT) tendons, main reinforcement and other items. Please ensure that the proposed core holes edges are a minimum of 100mm either side of the PT tendons.

We suggest the pilot holes to be drilled before any core drilling. As discussed on site power must be off at the time of any drilling.

This letter does not relieve other parties of their responsibilities.

**STRUCTURAL ENGINEERING & DESIGN**

We trust the above is readily understood but should there be any further questions please do not hesitate to contact the undersigned on 0418 416600 or by email.

Yours faithfully

**BLAZQUEZ & ASSOCIATES**



**R BLAZQUEZ**



Master Bedroom Walk in Robe

**BLAZQUEZ & ASSOCIATES Pty Ltd** A.B.N. 34 463 390 572  
Senior Engineer: R.R.Blazquez, B.E. (Civil/Structural), M.I.E. Aust, CPEng, NER

**STRUCTURAL ENGINEERING & DESIGN**



Bedroom 2 Wardrobe

## **Special by-law no. 11 – Lot 149 works**

### **GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **APPLICATION OF SPECIAL BY-LAW**

The provisions of Special By-law No. 2 are adopted for the purposes of this by-law for the kitchen renovation with the insertion of the definition of "Plans" as per Annexure C and the amendment of the definition of "Works" and "Lot" as follows:

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

"**Works**" means the works to the Lot 149 and the common property to be carried out in connection with the installation of built-in cabinetry in the apartment and wiring for lights in the cabinetry. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

"**Lot**" means 149 in strata plan 65564.

### **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Works. These conditions include:

The Owner must complete the Works by 1.1.2022. If the Owner has not completed the Works by 1.1.2022 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that the Works must be completed within 21 days of the date of the Notice to Complete; and

if the Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Works are completed.

Amendment 15/12/2020

**FLEETVIEW ANNEXURE C**

**Renovation Application Form**

To be submitted to the Building Managers Office on behalf of the Owner's Corporation for approval prior to any work commencing.

Please return to: [fleetview@manage-meant.com.au](mailto:fleetview@manage-meant.com.au)

After receiving all the information the Strata Committee will respond within three weeks. Allow extra time if structural works are required.

Registered Owner/s: Dr Mariusz Gajewski

Apartment Address: 1306/66 Bowman Street, Pyrmont, NSW, 2009

Contact Phone Numbers: W: \_\_\_\_\_ H: \_\_\_\_\_ M:

Email Address:

Proposed date for commencement of works: 14/12/2020 or to be advised

Proposed date for completion of works: 25/01/2021 or to be advised

Details of proposed work: Cabinetry to include built-in cocktail bar and storage, built-in television media cabinetry, pull-out dining table and storage cabinet, built-in shoe storage and cabinet, built-in bench in son's bedroom, built-in storage and television cabinet in main bedroom.

Lighting to cabinetry. Painting of walls. Replacement of two damaged glass bathroom doors. Change of door swing in kitchen pantry unit.

- Does the renovation involve structural work?  
(If there are any penetrations into the concrete slab – a fire collar and engineers report will be required) YES NO
- Will the renovation involve the removal or partial removal of wall(s)  
(If yes, please attach details including complete plans and engineers certification.) YES NO
- Does the renovation include replacement or partial replacement of the kitchen  
(If yes, please attach detailed plans) YES ~~NO~~
- Will the works involve the replacement of the bathroom(s) or laundry  
(If yes, please attach detailed plans) YES NO
- Will the works involve an alteration to the plumbing configuration?  
(If yes, please attach detailed plans with advice from the plumber on how it will affect the common property.) YES NO
- Will the works involve re-configuration of electrics, lighting and television wiring?  
• (If yes, please attach plans of full details.) YES ~~NO~~

1

- Will the works involve replacement of soft flooring? YES ~~NO~~  
(If yes, please advise rooms involved and the quality and dB rating of the underlay and flooring to ensure noise transmission is compliant with the by-laws standard.) \_\_\_\_\_

**What provisions will be made for protection of the common property?**

- Will there be demolition with removal of material through the common Property? YES ~~NO~~  
(If yes, what type of materials will be transported through the common property, e.g. tiles, kitchen/bathroom items?)

~~There is no demolition planned. The only~~ works that are planned are adding additional items.  
*and removal of timber skintings in living/dining/study and replacement with aluminium, self adhesive backed skintings. Bathroom doors, may be replaced.*

- What arrangements will be made for removal of rubbish/building materials from the site? (The lift must be padded if used to bring in and remove materials).  
**N.B. No skips are permitted. It is the applicant's responsibility to remove all rubbish off site each day. Rubbish cannot be left in the loading dock.**  
Provision to be made for lift to be padded, rubbish to be removed, site passage

ways and common property to be cleaned.

- Please advise what steps will be taken to prevent dust/dirt from entering the common property or steps to be taken to clean the common property.  
Plastic sheeting to be erected and used where necessary.

*There is no dust with removal. Vacuum cleaner and other cleaning methods & products to be used.*

- If the unit has a smoke detector, please advise of steps to be taken to prevent false alarms during alterations.  
No jack hammering or other construction is required which would set off a smoke detector.

Smoke detectors to be covered.

- Will the works involve noise which will disturb other residents? YES ~~NO~~  
(If yes, please advise what type of works as there may be a shift worker in the building and they may need to make other sleeping arrangements.)  
New cabinetry to be installed requiring short-term and minimal noise during set hours.

**Tiling Works**

- When a waterproofing membrane has been applied, a waterproofing certificate must be supplied to Building Management and Dynamic Property Services so that the work can be checked **before** new tiles are laid.

Not applicable



**Please advise your tradesperson/s details. They will be contacted in the event of an emergency affecting other lots or common property:**

Name	Trade	Licence	Mobile No.	Address
Paul Sharpless Sharp Design	Interior design	Not required	0414 919 191	1703/7 ROCKWALL CRESCENT Potts Point NSW 2011
Mike Sparke Kitchen & Fittings	Cabinet maker	325226L	0403 420 625	24 Production Avenue Kogarah NSW 2217
Mark Harbour Hardtech	Electrician	246118C	0419 226 101	PO Box 4061 Lugarno NSW 2210

**N.B. A copy of the tradesmen’s licence and insurance must be attached to this application. (This includes all sub-contractors.)**

- A copy of the contractor/s’ public liability insurance for a minimum of \$20,000,000 needs to be attached along with a copy of the workers compensation insurance.
- If works exceed \$20,000 a copy of the Homeowners Warranty insurance policy also needs to be attached to this application.

**FLOORING RENOVATIONS – please refer to By-laws 5 and 26 and include brochures detailing the required acoustic level of 45dB or less for the underlay and flooring.**

**MINOR & MAJOR RENOVATIONS (including kitchens & bathrooms) require a By-law to be passed at a general meeting.**

**Please note the following conditions:**

- Renovation Works may only be carried out during the hours of 9.00 am – 4.00 pm weekdays and no work to be carried out on weekends and public holidays as per By-Law.
- Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building
- All work must comply with the relevant Australian codes and standards and the Building Code of Australia
- Owners Corporation Executive Committee members or Building Management must be permitted reasonable access to inspect renovations during and after completion.
- A notice of your intention to start work must be displayed in the lobby two weeks before work commences.
- The lift protective covers must be used to remove building rubbish and to bring in building materials – this must be arranged via Building Management with a minimum of 48 hours’ notice.
- At the completion of the renovation the following certification will be required, including but not limited to: electrical certification, waterproofing certificate.

**A Refundable Bond is required prior to works commencing:**

~~The~~ Owner needs to provide a money order or bank cheque made payable to SP 65564 in the amount of \$500 when submitting the application form.

**PLEASE NOTE: That the following certificates MUST be provided for any works which are carried out within bathrooms or kitchens:**

- **Waterproofing certificate** - *there is no work to bathrooms except replacement of 2 doors.*
- **A Certificate of Compliance, Electrical Works** *Kitchen has replacement of pantry cupboard door + shelves.*

Please note for any breach or violation of this agreement, a penalty will be deducted from the refundable bond. Once the work is completed, you will need to contact Building Management for an inspection and sign off the refundable bond.

I hereby acknowledge that all work will be carried out in a professional manner with full consultation with the Owners Corporation.

I accept responsibility for any damages caused by the work done by me or my subcontractors whether on common property or private property and agree to bear the reparation costs.

Signature of Owner(s): \_\_\_\_\_

Dr Mariusz Gajewski

Print Name(s): \_\_\_\_\_

Date: 30 / 11 / 2020

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## **Special by-law no. 12 – Lot 3 works**

### **PART 1 GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Minor Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **APPLICATION OF SPECIAL BY-LAW**

The provisions of Special By-law No. 2 are adopted for the purposes of this by-law for the installation of a power point in the car space of Lot 3 with the wiring for the power point back to the individual electricity meter for Lot 3 and the amendment of the definition of "Works" and "Lot" as follows:

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

"**Works**" means the works to the Lot 3 and the common property to be carried out in connection with the installation of a power in the car space of Lot 3 wired back to the individual electricity metre for Lot 3. The works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.

"**Lot**" means 3 in strata plan 65564.

## **Special by-law no. 13 – Lot 16 works**

### **PART 1 GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major and Minor Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **APPLICATION OF SPECIAL BY-LAW**

The provisions of Special By-law No. 2 are adopted for the purposes of this by-law for the renovation of two bathrooms, installation of new kitchen, removal of non-load bearing wall dividing the living room and bedroom as per the Ross Engineers Certificate of Structural Adequacy dated 24.8.21, reconfiguration of electrics, removal of carpet and installation of hardwood flooring, as per the Annexure A and amendment of the definition of "Works" and "Lot" as follows:

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

**"Works"** means the works to Lot 16 and the common property to be carried out in connection with two bathrooms, installation of new kitchen, removal of non-load bearing wall dividing the living room and bedroom as per the Ross Engineers Certificate of Structural Adequacy dated 24.8.21, reconfiguration of electrics, removal of carpet and installation of hardwood flooring. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

**"Lot"** means 16 in strata plan 65564.

## **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Works. These conditions include:

The Owner must complete the Works by 1.3.2024. If the Owner has not completed the Works by 1.3.2024 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that the Works must be completed within 21 days of the date of the Notice to Complete; and if the Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Works are completed.

# FLEETVIEW ANNEXURE A

## Renovation Application Form

To be submitted to the Building Managers Office on behalf of the Owner's Corporation for approval prior to any work commencing.

Please return to: [fleetview@manage-meant.com.au](mailto:fleetview@manage-meant.com.au)

After receiving all the information the Strata Committee will respond within three weeks. Allow extra time if structural works are required.

Registered Owner/s: Mr Arun Madar and Mrs Nagina Ahmad

Apartment Address: 401/66 Bowman Street, Pyrmont, 2009, Sydney

Contact Phone Numbers: W: \_\_\_\_\_ H: \_\_\_\_\_ M: [REDACTED]

Email Address: [REDACTED]

Proposed date for commencement of works: As soon as possible

Proposed date for completion of works: 8 Weeks from commencement

Details of proposed work: Install new Kitchen and two bathrooms. Remove existing carpet in living room and replace with hardwood flooring. Carpet in bedrooms to be replaced. Non-load bearing wall in Kitchen to be removed, and non-load bearing wall dividing the living room and bedroom to be demolished and rebuilt as per attached plans. Waterproofing inspection and certificate to be provided prior to installation of new tiles. Electrical certificate also to be provided upon completion of works.

- Does the renovation involve structural work?  
(If there are any penetrations into the concrete slab – a fire collar and engineers report will be required) YES  NO
- Will the renovation involve the removal or partial removal of wall(s)  
(If yes, please attach details including complete plans and engineers certification.)  YES NO
- Does the renovation include replacement or partial replacement of the kitchen  
(If yes, please attach detailed plans)  YES NO
- Will the works involve the replacement of the bathroom(s) or laundry  
(If yes, please attach detailed plans)  YES NO
- Will the works involve an alteration to the plumbing configuration?  
(If yes, please attach detailed plans with advice from the plumber on how it will affect the common property.) YES  NO
- Will the works involve re-configuration of electrics, lighting and television wiring?  
• (If yes, please attach plans of full details.)  YES NO

- Will the works involve replacement of soft flooring?  YES NO  
(If yes, please advise rooms involved and the quality and dB rating of the underlay and flooring to ensure noise transmission is compliant with the by-laws standard.)

Living room carpet to be replaced with Hardwood Engineered timber flooring.

Underlay will meet the 45dB rating as per the by-laws standard.

### What provisions will be made for protection of the common property?

- Will there be demolition with removal of material through the common Property?  YES NO  
(If yes, what type of materials will be transported through the common property, e.g. tiles, kitchen/bathroom items?)

Tiles, kitchen/bathroom items will be removed and transported through the common property and/or through the side access of the property. All areas will be protected.

- What arrangements will be made for removal of rubbish/building materials from the site? (The lift must be padded if used to bring in and remove materials).

**N.B. No skips are permitted. It is the applicant's responsibility to remove all rubbish off site each day. Rubbish cannot be left in the loading dock.**

Lift/Floor covers will be used to protect common property. Any mess will be cleaned and a final clean carried out at the end of each day. No rubbish will remain on site.

- Please advise what steps will be taken to prevent dust/dirt from entering the common property or steps to be taken to clean the common property.

Sheets will be laid down to prevent dust entering the common property. A daily clean will ensure any dirt/dust that may occur is removed straight away.

- If the unit has a smoke detector, please advise of steps to be taken to prevent false alarms during alterations.

Ensure smoke detectors are protected. Keep doors and windows open where necessary and ensure work that may cause the alarm to activate is carried out away from the detector

- Will the works involve noise which will disturb other residents?  YES NO  
(If yes, please advise what type of works as there may be a shift worker in the building and they may need to make other sleeping arrangements.)

Removal of partition walls (beginning of build).

### Tiling Works

- When a waterproofing membrane has been applied, a waterproofing certificate must be supplied to Building Management and Dynamic Property Services so that the work can be checked **before** new tiles are laid.

**Please advise your tradesperson/s details. They will be contacted in the event of an emergency affecting other lots or common property:**

Name	Trade	Licence	Mobile No.	Address
Team5 Consulting PTY Limited Contact: Mr Yanxiang (Wayne) Chen	Team5 Consulting PTY Limited	257622C	0421 023 010	8 Swan Street, Gladsville, NSW, 2111, Sydney, Australia

**N.B. A copy of the tradesmen’s licence and insurance must be attached to this application. (This includes all sub-contractors.)**

- A copy of the contractor/s’ public liability insurance for a minimum of \$20,000,000 needs to be attached along with a copy of the workers compensation insurance.
- If works exceed \$20,000 a copy of the Home Owners Warranty insurance policy also needs to be attached to this application.

**FLOORING RENOVATIONS – please refer to By-laws 5 and 26 and include brochures detailing the required acoustic level of 45dB or less for the underlay and flooring.**

**MINOR & MAJOR RENOVATIONS (including kitchens & bathrooms) require a By-law to be passed at a general meeting.**

**Please note the following conditions:**

- Renovation Works may only be carried out during the hours of 9.00 am – 4.00 pm weekdays and no work to be carried out on weekends and public holidays as per By-Law.
- Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building
- All work must comply with the relevant Australian codes and standards and the Building Code of Australia
- Owners Corporation Executive Committee members or Building Management must be permitted reasonable access to inspect renovations during and after completion.
- A notice of your intention to start work must be displayed in the lobby two weeks before work commences.
- The lift protective covers must be used to remove building rubbish and to bring in building materials – this must be arranged via Building Management with a minimum of 48 hours’ notice.
- At the completion of the renovation the following certification will be required, including but not limited to: electrical certification, waterproofing certificate.

**A Refundable Bond is required prior to works commencing:**

**The Owner needs to provide a money order or bank cheque made payable to SP 65564 in the amount of \$500 when submitting the application form.**

**PLEASE NOTE: That the following certificates MUST be provided for any works which are carried out within bathrooms or kitchens:**

- **Waterproofing certificate**
- **A Certificate of Compliance, Electrical Works**

Please note for any breach or violation of this agreement, a penalty will be deducted from the refundable bond. Once the work is completed, you will need to contact Building Management for an inspection and sign off the refundable bond.

---

I hereby acknowledge that all work will be carried out in a professional manner with full consultation with the Owners Corporation.

I accept responsibility for any damages caused by the work done by me or my subcontractors whether on common property or private property and agree to bear the reparation costs.

Signature of Owner(s):  \_\_\_\_\_

Print Name(s): Mr Arun Madar and Nagina Ahmad

Date: 29 / 08 / 2021





Bidura House  
357 Glebe Point Road  
Glebe NSW 2037

(02) 9518 9373  
info@rossengineers.com.au  
www.rossengineers.com.au

24/08/2021

Document # 21-9727-C1

To whom it may concern

## Certificate of Structural Adequacy

**PROJECT ADDRESS:** 401/66 Bowman Street  
Pyrmont NSW 2009

**PROJECT DESCRIPTION:** Proposed Light weight wall Alterations and Removals – Living & Kitchen

This is to certify that Ross Engineers have reviewed the above-mentioned property, for the purpose of reviewing the proposed new openings, and advising accordingly. The existing structure is a high-rise apartment complex with loadbearing reinforced concrete columns and slabs.

The living room and kitchen walls depicted in Appendix- B floor plan is proposed to be removed. These walls are lightweight framed plaster lined walls. Therefore, the wall are non-load bearing walls and can be removed without affecting the buildings integrity.

The proposed work is to be carried out in accordance with the NCC 2019 Building Code and by licenced

Such that we can issue this **Certificate of Structural Adequacy**.

**This certificate does not relieve any parties of their responsibility, liability or contractual obligation.**

**Prepared by** John Kantouros (Civil/Structural Engineer)  
BEng (Civil) Hons, MIEAust CPEng NER 768626

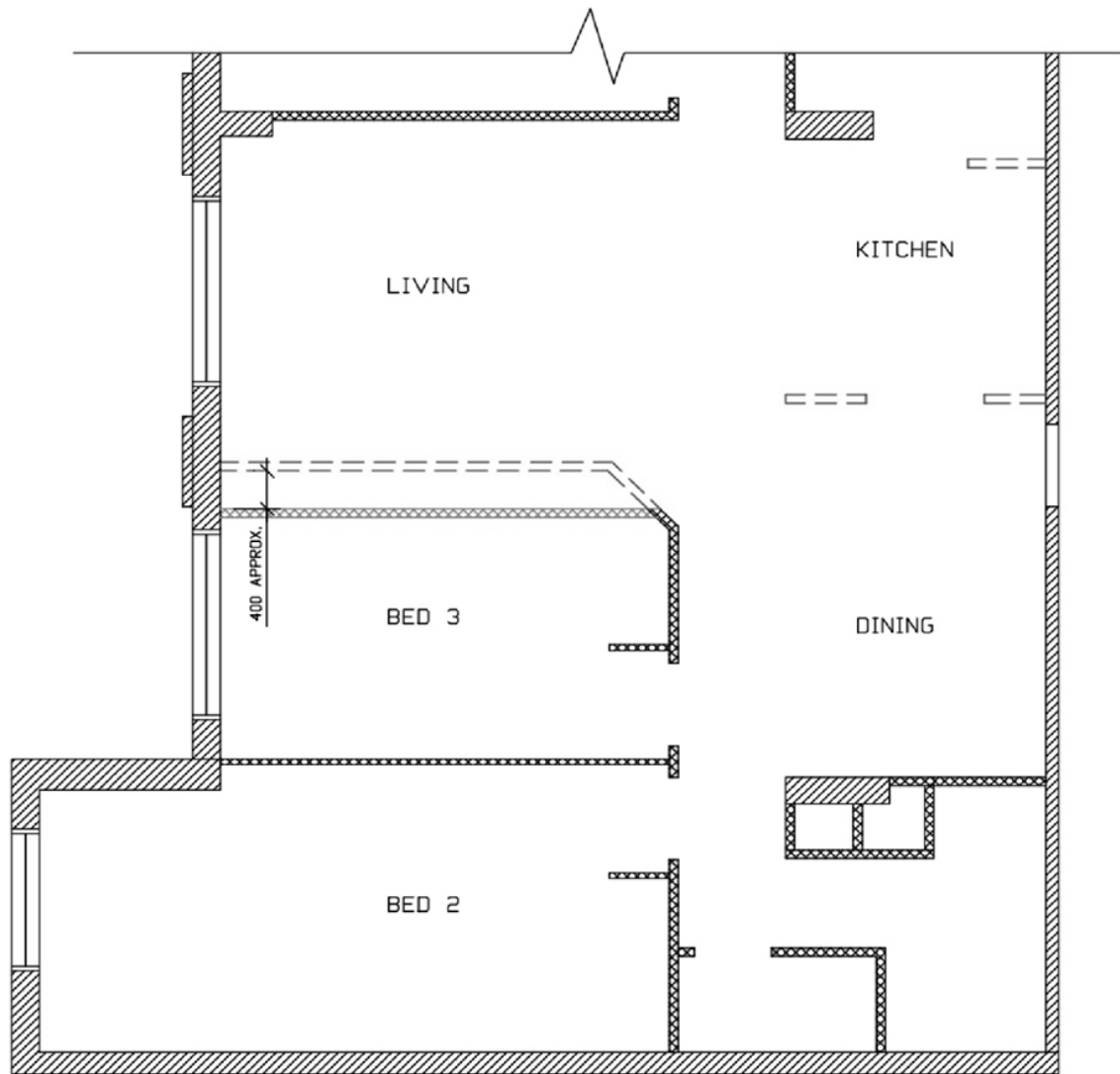


## Appendix "A" – Additional Notes




**This work will not affect the structural integrity of the building**

- **If site conditions vary, or if in doubt, consult engineer.**
- **All work to be carried out under manufacturer's recommendations and specifications, the Building Code of Australia 2019.**
- **The existing structure shown on the drawings is indicative only. Advise the engineer if the existing structure differs from that shown on the drawings.**
- **All dimensions shall be verified on site by the builder prior to construction or fabrication. Verify all setting out dimensions with the architect.**
- **During construction the structure shall be maintained in a stable condition and no part shall be overstressed. All required temporary works are to be undertaken by the builder.**
- **Waterproofing and fire rating of all elements remains the responsibility of the architect and the builder.**

**Appendix "B" – Floor plan proposed wall removal**



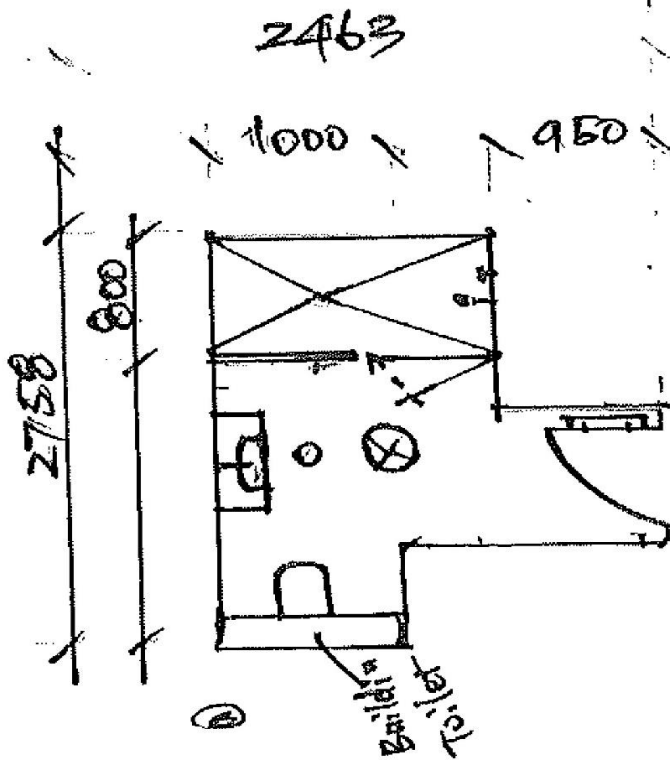
PROPOSED PLAN DRAWING UNIT 401/66 BOWMAN STREET  
 1:100

LEGEND	
	EXISTING LIGHTWEIGHT FRAMED WALL
	NEW 90 MM TIMBER FRAMED WALL
	WALL TO BE REMOVED

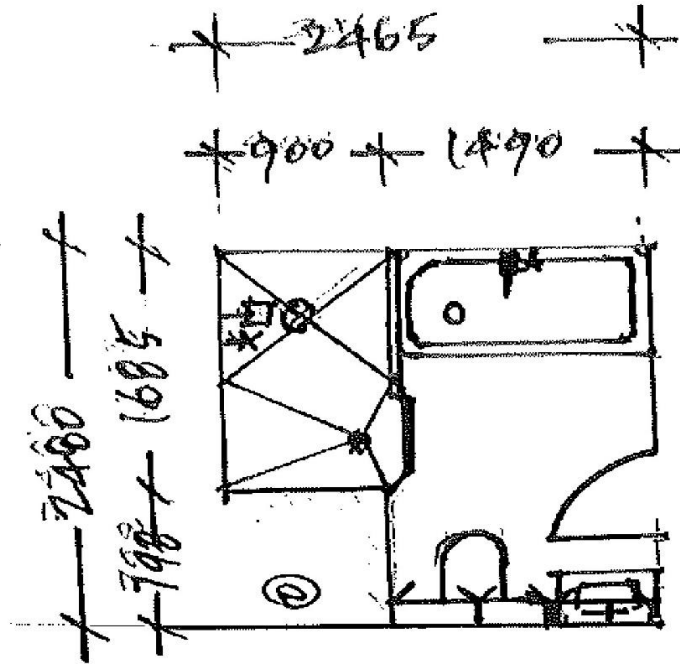
NOTE:  
 IF SITE CONDITIONS VARY,  
 OR IF IN DOUBT,  
 CONSULT ENGINEER

401-66 Bowman ST, Pyrmont.

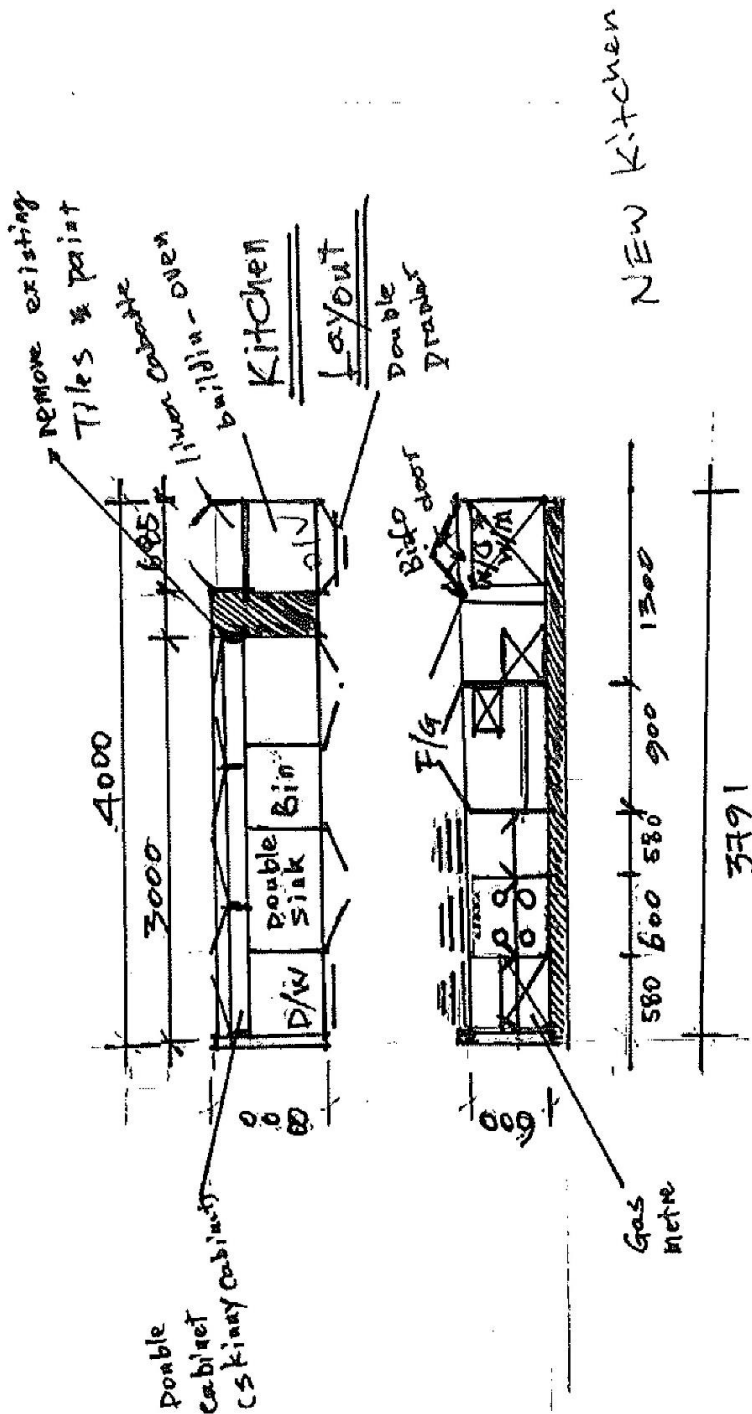
Bathroom Renovation.



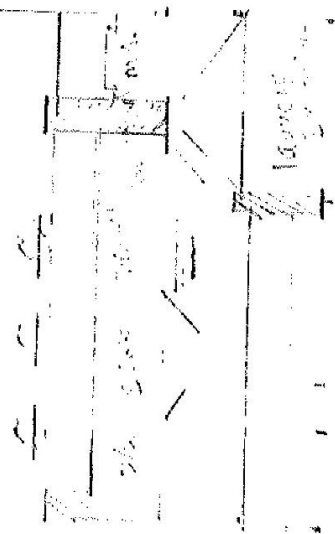
Renew Public Bathroom



Renew Onsuit Bathroom



401-66 Bowman ST,  
Pyrmont Renovation,  
Kitchen.



Existing Kitchen.

## **Special by-law no. 14 – Lot 147 works**

### **GRANT OF RIGHT**

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### **APPLICATION OF SPECIAL BY-LAW**

The provisions of Special By-law No. 2 are adopted for the purposes of this by-law for the Bathroom & Laundry renovation and the amendment of the definition of "Works" and "Lot":

### **DEFINITIONS**

In addition to the definitions in Part 2 of Special By-law 2, the following definitions are also adopted:

"**Works**" means the works to the Lot 147 and the common property to be carried out in connection with the bathroom and laundry renovation which alters the existing waterproof membrane. The renovation works for the Lot including and the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.

"**Lot**" means 147 in strata plan 65564.

### **CONDITIONS**

The owner must comply with any conditions set out by the Owners Corporation in relation to the Works.

These conditions include:

The Owner must complete the Works by 1.7.2024. If the Owner has not completed the Works by 1.7.2024 the Owners Corporation will issue the Owner with a "Notice to Complete" which records that

the Works must be completed within 21 days of the date of the Notice to Complete; and

if the Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Works are completed.




**SCOPE OF WORK**

	BY	NOTES
Supervisor - Rob	Impala	<ul style="list-style-type: none"> <li>❖ Will be on site regularly throughout the renovation</li> </ul>
Room Preparation	Impala	<ul style="list-style-type: none"> <li>❖ Demolish and remove fixtures, floor and wall coverings.</li> <li>❖ Rubbish Removal</li> <li>❖ Cap off and remove plumbing services and remove existing electrical components where necessary</li> <li>❖ Cleaning of rooms upon completion</li> <li>❖ New plumbing and electrical connections as required to suit design</li> <li>❖ New framed false wall with niches</li> </ul>
Installation/ Carpentry	Impala	<ul style="list-style-type: none"> <li>❖ Prepare walls for tiling</li> <li>❖ Install new joinery as designed</li> <li>❖ Silicone seal joints to cabinets</li> <li>❖ Fix all accessories (soap containers, towel rails, toilet roll holder etc) as required by client.</li> </ul>
Waterproofing	Impala	<ul style="list-style-type: none"> <li>❖ Apply waterproofing membranes, as required by Australian standard AS3470.</li> </ul>
Tiling	Impala	<ul style="list-style-type: none"> <li>❖ Fill-in divots</li> <li>❖ Install screed bed to all floors.</li> <li>❖ Install Tiles to walls</li> <li>❖ Install tiles to all floors</li> </ul>
Plumbing	Impala	<ul style="list-style-type: none"> <li>❖ Rough in plumbing to suit selected items and plans</li> <li>❖ Concealed cistern toilet connections x 2</li> <li>❖ Showers x 2</li> <li>❖ Bath</li> <li>❖ New floor wastes x 3</li> <li>❖ Vanity taps and basins x 4</li> </ul>
Plastering	Impala	<ul style="list-style-type: none"> <li>❖ Square-set ceilings x 2</li> </ul>
Electrical	Impala	<ul style="list-style-type: none"> <li>❖ Power points and light switches</li> <li>❖ IXL Tastic heat/light/extractors x 2</li> </ul>
Showerscreen	Impala	<ul style="list-style-type: none"> <li>❖ Frameless glass screens x 2</li> </ul>

Impala Kitchens Pty Ltd ABN 50 104 470 091  
 370 Pennant Hills Rd, Pennant Hills, 50 Victoria Rd, Drummoyne, 5 Foundry Road Seven Hills  
 02 9483 2222 02 9819 6915 02 8599 1677

The seal of The Owners – Strata Plan No. 65564  
was affixed on 20 September 2023  
in the presence of the following person(s) authorised by  
section 273 Strata Schemes Management Act 2015 to attest  
the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri,  
affixed by me, or at my direction, on 20 September 2023

Authority: Licensed Strata Managing Agent,  
[Licence No. 723973]  
Dynamic Property Services P/L






## Approved Form 23

### Attestation

The common seal of the Owners – Strata Plan No 65564 was affixed on 20 September 2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri,  
affixed by me, or at my direction,  
on 20 September 2023

Authority: Licensed Strata Managing Agent,  
[Licence No. 723973]  
Dynamic Property Services P/L

