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Annexure A
Strata Plan No. 80937

2 Bowman Street, Pyrmont NSW 2009

Consolidated Set of By-Laws

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Part A: Dictionary

1. Definitions and Interpretation

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

“Act” and “Management Act” means the *Strata Schemes Management Act 2015*;

“Air Conditioning Plant” means the air conditioning plant and equipment either situated in or on the Common Property in the ceiling immediately above a Ceiling Air Conditioning Lot or situated within the plan area in respect of any other Lots and includes any conduits and ducting in the Common Property connected that plant servicing a Lot;

“Architectural Standards” has the same meaning given to that term in the Community Management Statement;

“Authority” means any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

“Building” means the building constructed on the Parcel in the Strata Scheme;

“Building Works” means each of Minor Renovations and work defined at s110(7) of the Act;

“Building Works Conditions” means the conditions applying to Building Works as set out at Annexure A to by-law 12;

“Bridge Room” means the room constructed on Common Property for recreational or business use by Owners and Occupiers;

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

Ceiling Air-Conditioning Lot means lots 1, 2, 3, 8, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27, 28, 30, 31, 33, 34, 35, 37, 38, 40, 41, 42, 44 and 45;

“Change Room” means the change room constructed on Common Property;

“Common Property” means so much of the Parcel as from time to time is not comprised in any Lot;

“Community Association” means Community Association DP 270215;

“Community Management Statement” means the community management statement registered with the Community Plan;

“Community Parcel” means the land the subject of the Community Scheme;

“Community Plan” means deposited plan no. 270215;

“Community Property” has the meaning given to that term in the Community Management Statement;

“Community Scheme” means the community scheme constituted on registration of the Community Plan;

“Community Titles Legislation” means the *Community Land Development Act 1989* and the *Community Land Management Act 1989*;

“Cosmetic work” means any work to Common Property in connection with the Owner’s Lot comprising:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
- (b) installing or replacing handrails;
- (c) painting;
- (d) filling minor holes and cracks in internal walls;
- (e) laying carpet;
- (f) installing or replacing built-in wardrobes or shelving;
- (g) installing or replacing internal blinds and curtains;
- (h) installing any locking or other safety device for protection of the owner’s lot against intruders;
- (i) any screen or other device to prevent entry of animals or insects on the lot;
- (j) any structure or device to prevent harm to children; and
- (k) any other work prescribed by the regulations for the purposes of s 109 of the Act.

“Council” means City of Sydney Council;

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

“Development Consent” means development consent no. DA240-05-03-5;

“Exclusive Use Area A” means the area containing the air conditioning plant and equipment situated or to be situated on the Common Property and any conduits and ducting in the Common Property connected to that air conditioning plant and equipment for the exclusive use by Lot 1 under the terms of by-law 44 and as shown as (A) on the Strata Plan;

“Gymnasium” means the gymnasium constructed on Common Property;

“Landscaped & Lawn Area” means the landscaped areas of Common Property on the podium level of the Building;

“Landscape Standards” has the meaning given to that term in the Community Management Statement;

“Lot” means a lot in the Strata Plan as defined in the Act;

“Minor Renovations” means any work to Common Property in connection with the Owner’s Lot including, but not limited to:

- (a) renovating a kitchen that does not involve the relocation of pipes or services;
- (b) changing recessed light fittings;
- (c) installing or replacing wood or other hard floors;
- (d) installing or replacing wiring or cabling or power or access points;
- (e) work involving reconfiguring non-structural walls;
- (f) renovating a bathroom that does not involve relocation of pipes or services or waterproofing;
- (g) installing or affixing audio or audio-visual equipment or other related fixtures or fittings to the inter-allotment wall or ceiling; and
- (h) any other work prescribed by the regulations for the purposes of s 110 of the Act and that is not Cosmetic work as prescribed by s 109 of the Act or work falling within s 110(7) of the Act.

“Occupier” means any person in lawful occupation of a Lot;

“Owner” means:

- (a) except as provided in paragraph (b), each person for the time being recorded in the register as entitled to an estate in fee simple in that Lot; or
- (b) each person whose name has been entered on the strata roll in accordance with s 178 of the Act as entitled to an estate in fee simple in that Lot;

“Owners Corporation” means the owners corporation constituted on registration of the Strata Plan;

“Parcel” means the land comprised in the Strata Plan;

“Permitted Person” means a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier;

“Recreational Facilities” means each of the Gymnasium, Swimming Pool, Steam Room, Change Room and Landscaped & Lawn Area;

“Residential Development” means the use of land for any form of housing, other than housing leased on a short-term basis subject to the *Residential Tenancies Act 2010*, but does not include the use of land for a hotel, a hostel, an apartment hotel (being a building consisting of suites of rooms rented or hired out without being leased on a

short-term basis), a boutique hotel, serviced apartments, backpacker accommodation, a motel or the like as defined in Sydney Regional Environmental Plan No. 26 - City West;

“Restricted Dog” has the same meaning as in the *Companion Animals Act 1998*, as amended from time to time, but which, as at the date of this by-law includes:

- (a) American Pit Bull terrier or pit bull terrier;
- (b) Japanese Tosa;
- (c) Dogo Argentino;
- (d) Fila Brasileiro;
- (e) Perro de Presa Canario or Presa Canario;
- (f) any dog of a breed, kind or description whose importation into Australia is prohibited by or under the Customs Act, 1901 of the Commonwealth of Australia;
- (g) any dog declared to be a restricted dog by an authorised officer of a council under Division 6 of the *Companion Animals Act 1998* or its regulations in force from time to time;
- (h) any other dog of a breed, kind or description prescribed in the provisions of the *Companion Animals Act 1998* or its regulations in force from time to time;

“Rules” means rules made under these by-laws;

“Secure Bike Store Area” means the designated area of Common Property for the secure storage of bicycles;

“Security Key” has the meaning given to that term in the Community Management Statement;

“Short Term Accommodation” (defined in the Sydney Local Environmental Plan 2012 as amended from time to time and includes any replacement instrument. as “tourist and visitor accommodation”) means the provision of temporary accommodation on a commercial basis for a period of not more than 3 months at any one time and includes, but is not limited to the following:

- (a) backpackers’ accommodation
- (b) bed and breakfast accommodation
- (c) hotel or motel accommodation
- (d) serviced apartments;
- (e) private hotel
- (f) tourist or visitor accommodation; and

(g) any other short term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree or similar entities.

“Steam Room” means the steam room constructed on Common Property;

“Strata Plan” means strata plan no. 80937;

“Strata Scheme” means the strata scheme constituted on registration of the Strata Plan;

“Swimming Pool” means the swimming pool constructed on Common Property;

“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” means 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.

Interpretation

1.2 Except to the extent the context requires otherwise, 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;

(d) any legislation includes any amending or repealing legislation and any regulations created under that legislation

(e) 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.

1.7 No provision in these by-laws grants a right or remedy to the Owners Corporation limits or restricts any other right or remedy the Owners Corporation may otherwise have at law.

Part B: Use & Occupation of Lots and Common Property

2. Use and Occupation of Lots

- 2.1 Conditions in the Development Consent require that the use of the development must be for Residential Development only.
- 2.2 The Owners Corporation must provide a certificate certifying that all residential lots are either Owner Occupied or are subject to residential leases under the *Residential Tenancies Act 2010* every 12 months as required by the conditions of the Development Consent.
- 2.2 An Owner or Occupier of a residential 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.
- 2.3 Subject to the regulations under the Act, 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.
- 2.4 Use of rooms for sleeping accommodation, other than rooms designated on the plans approved by the Development Consent as bedrooms is prohibited.

3. Leasing of residential lots and restrictions on short term letting

- 3.1. 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*. Without limitation, the Act requires that a copy of these by-laws (as in force from time to time) must be attached to every residential lease.
 - (b) any leasing agent is made aware of the restriction imposed under the Development Consent as disclosed in by-law 2 and the requirement to attach a copy of the by-laws to every residential lease;
 - (c) all reasonable endeavours are taken to ensure compliance with by-law 2; and
- 3.2. An Owner or Occupier 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.
- 3.3. Owners and Occupiers are prohibited from using, operating or directly or indirectly facilitating the use of their Lot for Short Term Accommodation, including by advertising the Lot (by any means, including electronically) or permitting the Lot or any part of it to be used or advertised for Short Term Accommodation.
- 3.4. If the strata committee reasonably believes an Owner or Occupier is using, operating or directly or indirectly facilitating the use of a Lot or part of it for Short Term Accommodation, the strata committee may, via the strata manager or directly:

- (a) request that the Owner or Occupier (as the case may be) provide evidence of their compliance with this by-law, including a copy of their residential tenancy agreement with the occupant/s in question. Any evidence requested must meet the reasonable requirements of the strata committee and without limitation, the evidence required may include a duly sworn statutory declaration; and/or
 - (b) notify the Council of the potential breach of the Local Environmental; Plan and provide the Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or
 - (c) exercise its regulatory right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal and/or
 - (d) enter on any part of the Lot to carry out any necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or
 - (e) refuse to provide additional Security Keys to the Owner or Occupier.
- 3.5. The Owner or Occupier, as the case may be is liable for all costs and enforcement costs incurred by the Owners Corporation in enforcing this by-law. If an Occupier is deemed the person liable but fails to pay within three months or is otherwise unable to be located, then the liability reverts to the Owner.
- 3.6. The Owner or occupier, as the case may be, is responsible for the cost of repairing or making good any damage or unauthorised works to the Lot or Common Property directly or indirectly caused by the Owner or Occupier's breach of this by-law. If an Occupier is deemed the person liable but fails to pay within three months or is otherwise unable to be located, then the liability reverts to the Owner.
- 3.7. The Owner indemnifies and keeps indemnified the Owners Corporation for any costs, loss or damages incurred by the Owners Corporation in the enforcement of a breach of this by-law.
- 3.8. This by-law is imposed as a condition of the Development Consent for the use of the Building. It cannot be repealed or modified without the consent of the Council.

PART C: Control and Enjoyment of Lots and the Common Property

4. Keeping of Animals

- 4.1. An Owner or Occupier may keep one animal (other than a Restricted Dog) on the lot with the prior written approval of the Owners Corporation. Consent may be conditional, may include a trial period or may be unconditional.
- 4.2. An Owner or Occupier who wishes to keep one animal in the Lot must at a minimum provide the following details to the strata committee:
- (a) the type of animal (including its breed) its sex (including whether or not it has been de-sexed), size and weight;

- (e) temperament of animal (which can include references); and
 - (f) training and obedience information.
- 4.3. 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; and
 - (b) supervise the animal when on any part of the Common Property or the Community Association land; and
 - (c) 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
 - (d) not allow the animal into the Recreational Facilities.
- 4.4. The Owner or Occupier 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.
- 4.5. This by-law:
- (a) applies to any Owner, Occupier or Permitted Person to the Building or the Community Association land;
 - (b) does not prevent the keeping of an assistance animal within the meaning of the *Disability Discrimination Act 1992 (Cth)*; and
 - (c) does not allow an Excluded Dog to be kept or brought onto any lot or Community Association land or common property.
- 4.6. Where Owners or Occupiers are in continuing breach of this by-law, the Owners Corporation may withdraw its consent for the keeping of the animal.

5. Smoking Restrictions

- 5.1. Owners and Occupiers and their Permitted Persons are not permitted to smoke cigarettes or other substances on Common Property or on balconies and courtyards attached to any Lot.
- 5.2. Owners and Occupiers and their Permitted Persons must not allow cigarette smoke or smoke from other substances to drift outside of their Lot in a way that is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or a person lawfully using Common Property.

6. Noise

- 6.1. An Owner or Occupier, or a Permitted Person, must not create any noise on the Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

7. Cleaning Windows, Doors and Skylights

- 7.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot and any skylights on the roof of Building, 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.
- 7.2 An Owner or Occupier and the Owners Corporation must not unreasonably obstruct vision or light from any skylights on the roof of the Building.
- 7.3 Subject to clause 1 of this by-law, the Owners Corporation grants to the Owner or Occupier restricted access to that part of the Common Property for the Owner or Occupier to undertake the cleaning of any skylights used by the Owner or Occupier.

8. Cleaning Balconies and Gardens

- 8.1 An Owner or Occupier must keep all internal gardens and balconies clean, tidy and well maintained.
- 8.2 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.
- 8.3 An Owner or Occupier must not keep or provide sources of food for native birds on balconies or in garden areas.

9. Appearance of Lot

- 9.1. The Owner or Occupier must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.
- 9.2. An Owner or Occupier must not hang any washing, towel, bedding, clothing or other article on any part of the Parcel in such a way as to be visible from outside the Building.
- 9.3. An Owner or Occupier must not erect advertising, flags or other signs on Common Property or within the Building in a way that can be viewed outside the Building except

with the consent of the Owners Corporation. This restriction applies to materials advertising that a lot is for sale or for lease.

- 9.4 The Owners Corporation may impose conditions on for sale or lease signs including requiring them to be:
- (a) of metallic sandwich board style;
 - (b) be rested on the property without drilling into or inserting bolts, nails or other fixings in the property; and
 - (c) not be displayed continuously for more than 3 hours.

10. Depositing Rubbish and Other Material

- 10.1 Except with the prior written approval of the Owners Corporation or provided by this by-law an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.
- 10.2. The Strata Scheme has shared receptacles for waste including garbage and recyclable material. Owners or Occupiers must:
- (a) ensure that before garbage is placed in the garbage chute, garbage is securely wrapped; and
 - (b) in the case of recyclable material, ensure that the material is prepared in accordance with the applicable recycling guidelines specified by the Owners Corporation within each garbage room; and
 - (c) comply with Owners Corporation guidelines for the disposal of large items of waste which cannot be accommodated in the garbage chute or recycling receptacles; and
 - (d) promptly remove any thing which the owner or occupier may have dropped or spilled in the receptacle area and must clean up all spillage.
- 10.3. Clause 2 of this by-law is subject to the Community Management Statement.
- 10.4 An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy or “flushable” wipes).
- 10.5. The Owners Corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions for handling waste that are consistent with the Council’s requirements or by giving notices to owners and occupiers of lots.

11. Floor Coverings

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

- 11.2 Without limiting the requirements of this by-law, if an Owner is utilising a floor finish within an Owner's Lot other than carpet the minimum sound transmission standard to be achieved for any such floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or Council of the City of Sydney, whichever is the higher standard.
- 11.3 An Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this by-law, if requested to do so by the Owners Corporation.
- 11.4. If the carpet in a Lot has been replaced with another type of flooring, the Owner must maintain the new flooring in a state of good and serviceable repair and must renew or replace when necessary to maintain the standard prescribed by clause 2 of this by-law at the time of installation.
- 11.5 This by-law does not apply to floor space comprising a laundry, lavatory or bathroom which is located above a laundry, lavatory or bathroom unless the location of such room is also proposed to be altered from its original location at the date of registration of the strata plan.

12. Works by Lot Owners

- 12.1. An Owner must not carry out work to Common Property in connection with the Owner's Lot unless:
- (a) the work comprises Cosmetic Work; or
 - (b) the work comprises Minor Renovations and has been approved by the Owners Corporation at general meeting or by resolution of the strata committee; or
 - (c) the work comprises any other work that is authorised by a by-law made under s 108 of the Management Act or a common property rights by-law and has been approved by special resolution at a general meeting.
- 12.2. In accordance with s 110(6) of the Act, the Owners Corporation has delegated its functions for determining approvals of Minor Renovations to the strata committee.
- 12.3. Before obtaining the approval of the Owners Corporation, an Owner of a Lot must make an application on the form prescribed from time to time by the Owners Corporation with details of the proposed Minor Renovations to the Owners Corporation, including the following:
- (a) details of the work, including copies of any plans,
 - (b) duration and times of the work,
 - (c) details of the persons carrying out the work, including qualifications to carry out the work,
 - (d) arrangements to manage any resulting rubbish or debris.

- 12.4. The strata committee or the Owners Corporation in general meeting may impose such conditions for the carrying out of Minor Renovations or other work as it thinks fit, including the payment of a refundable bond of up to \$5,000, with the amount to be determined by the strata committee acting reasonably. Annexure A to this by-law provides standard conditions for Building Works including Minor Renovations.
- 12.5. The Owners Corporation is entitled to apply any bond paid towards the cost of cleaning or repair of any damage to Common Property caused by the works and must refund the bond or any part of it when the Owners Corporation is satisfied that the works are complete and any conditions of approval have been complied with.
- 12.6. An Owner must ensure that:
- (a) any damage caused to any part of the Common Property or to any other lot by the carrying out of Cosmetic works or Minor Renovations by or on behalf of the Owner is repaired as soon as practicable after the damage is incurred, and
 - (b) the Cosmetic works or Minor Renovations and any repairs are carried out in a competent and proper manner.
- 12.7. Any Cosmetic works or Minor Renovations are:
- (a) to be undertaken at the cost of the Owner; and
 - (b) with the exception of the following works, are to remain the Owner's fixture:
 - (i). any locking or other safety device for protection of the Owner's Lot against intruders;
 - (ii). any screen or locking device to prevent entry of animals or insects on the Lot;
 - (iii). any structure or device to prevent harm to children.
- 12.8. In accordance with s 106(3) of the Act, the Owners Corporation has determined that:
- (a) it is inappropriate to maintain, renew, replace or repair Common Property altered by Cosmetic works or Minor renovations, and
 - (b) such work will not affect the safety of the Building, a structure or Common Property or detract from the appearance of any Common Property in the Building.
- 12.9 For clarity, where Minor Renovations involve the installation or attaching of any audio or audio visual equipment or other related fixtures or fittings to the inter-allotment wall or ceiling, the strata committee and the Owners Corporation must consent to the work if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity of the wall and ceilings will not be compromised by the proposed installation.

Annexure A Building Works Conditions

1. Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

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

1.2 Connection to Services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected

only to such services that are separately metered to your lot (provided separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

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

1.4 Bond

You must if requested to do so, before carrying out Building Works, pay a bond to the Owners Corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and Specifications

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

1.6 Insurances

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

- (a) any insurance required by law in connection with the Building Works; and
- (b) contractors all-risk insurance 9including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

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

1.8 Definitions

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

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

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

You means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with those Building Works Conditions.

Your has a corresponding meaning to *You*.

13. Preservation of fire safety

- 13.1. The Owner or Occupier must not do anything or permit their Permitted Persons to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Parcel or to reduce the level of fire safety in the Lots or Common Property.
- 13.2 Owners and Occupiers must maintain the fire safety equipment (including without limitation smoke detectors) in their Lots in an operative state (including without limitation ensuring that batteries in smoke detectors are changed as required) and are required, at their cost, to do all necessary work to ensure that they comply with this obligation.
- 13.3 Owners and Occupiers must not do anything at the Parcel that causes a false fire alarm resulting in a charge payable by the Owners Corporation to the NSW Fire Brigade (or any replacement body) or to an automatic fire alarm service provider in connection with the NSW Fire Brigade responding to a fire alarm which is discovered to be false.
- 13.4 If an Owner or Occupier is found to have caused a charge to be incurred by the Owners Corporation under clause 3 of this by-law they will reimburse the Owners Corporation immediately on demand for the charge.

14. Storage of inflammable liquids and other substances and materials

- 14.1. An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, use or store any inflammable chemical, liquid or gas or other inflammable material within the Lot or on the Common Property.
- 14.2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

PART D: Car Parking Areas

15. Car Spaces (repealed and replaced 27 September 2023)

- 15.1 An Owner or Occupier must not stand or park a vehicle on Common Property except with the prior written consent of the Owners Corporation.
- 15.2 The Owner or Occupier may use a power point (GPO) within the car parking space or storage cage attached to their lot (if any) to charge an Electric Vehicle (EV) or Plugin Hybrid Electric Vehicle (PHEV), but only under the following conditions:
- a) Prior to charging an EV or PHEV via a GPO, the Owner must apply via the Strata Manager for permission to charge an EV/PHEV in their car parking space via a GPO;
 - i) this application is subject to Strata Committee approval;
 - ii) approval might have limitations included, which must be followed, pertaining to hours of usage;
 - iii) only one EV/PHEV will be approved to be charged in their car parking space via the GPO and, therefore, must be nominated on their application;
 - b) Approved usage of a GPO for EV/PHEV charging will incur an annual fee:
 - i) The annual fee for an application for EV/PHEV charging will apply from a date determined by the Strata Committee;
 - ii) At each anniversary of the commencement of the annual fee, the latest annual fee will apply;
 - iii) The annual fee will be added by the Strata Manager to the Owner's next strata levy;
 - c) The annual fee for EV/PHEV charging will be reviewed every year at the first Strata Committee meeting following the AGM;
 - d) Only the approved EV/PHEV is allowed to be charged in the Owner's or Occupier's car parking space via the GPO;
 - e) At any time, the SC can withdraw permission for an Owner or Occupier to charge an EV/PHEV in their car parking space.
- 15.3. The Owners Corporation has the right to use any power source located within a lot provided that use is for a power source for small appliances and on a short-term basis. This section of the by-law does not apply to EV/PHEV approved pursuant to by-law 15.2.
- 15.4. The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of clause 2 of this by-law.

- 15.5 An Owner or Occupier must not attach any fixture including a door or cage or the other like to a car space without the prior written consent of the Owners Corporation on in accordance with by-laws 12 and 16.
- 15.6 If an Owner or Occupier applies to the Owners Corporation for consent under by- laws 12 or 16, 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 Owner or Occupier.
- 15.7 Clause 5 of this by-law does not apply to any door or cage or the like existing at the date of registration of the Strata Plan

16. Storage Units in Garage

- 16.1 Owners and Occupiers must not store or keep any item in the garage or car parking areas of the Strata Scheme except:
- (a) a Vehicle (in working and operational state) parked wholly within a car space of their Lot and used in connection with their Lot; and
 - (b) where the garage or car space is not enclosed and in accordance with the terms of this by-law:
 - (i) an over connect storage unit in the car space of their lot substantially of the kind described and depicted in Figure 1 at Annexure A to this by-law (“Storage Unit”); or
 - (ii) an enclosed fire-resistant cabinet located at the end of a car space lot substantially of the kind described and depicted in Figure 2 at Annexure A (also a “Storage Unit”); and
 - (c) ordinary household goods in that Storage Unit, provided that:
 - (i) those items are not inflammable, explosive, toxic, corrosive or likely to attract pests or vermin; and
 - (ii) those items are stored wholly within the Storage Unit in accordance with the manufacturer’s instructions and recommendations.
- 16.2 Before installing a Storage Unit, the Owner must provide the following information to the strata committee and obtain their written approval, which must not be unreasonably withheld:
- (a) a description of the proposed work and Storage Unit including drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether in its view, the proposed work is a Storage Unit hereunder;
 - (b) written consent to the terms of this by-law.
- 16.3 Owners and Occupiers must ensure that the car space of their Lot is kept:
- (a) clean and tidy at all times; and

(b) free from:

- (i) hazards posing a risk of injury or death to persons or damage to property; and
- (ii) pests or vermin.

16.4 An Owner may undertake Building Works necessary to install a Storage Unit in a car space of a Lot provided the Storage Unit once installed:

- (a) does not unreasonably interfere with another Lot's car space;
- (b) does not interfere with Common Property services and utilities;
- (c) is not be affixed to Common Property;
- (d) is made of metal or another fire-resistant material; and
- (e) does not exceed:
 - (i) 1200mm deep;
 - (ii) 2400mm high provided that it is not within 500mm from a fire sprinkler; or
 - (iii) the Lot boundary of the car space.

Annexure A to by-law 16

Storage Units

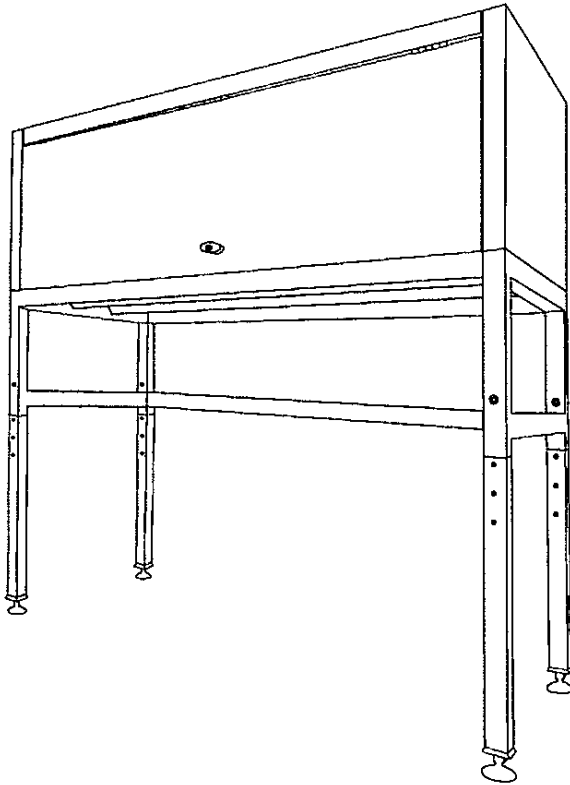


Figure 1

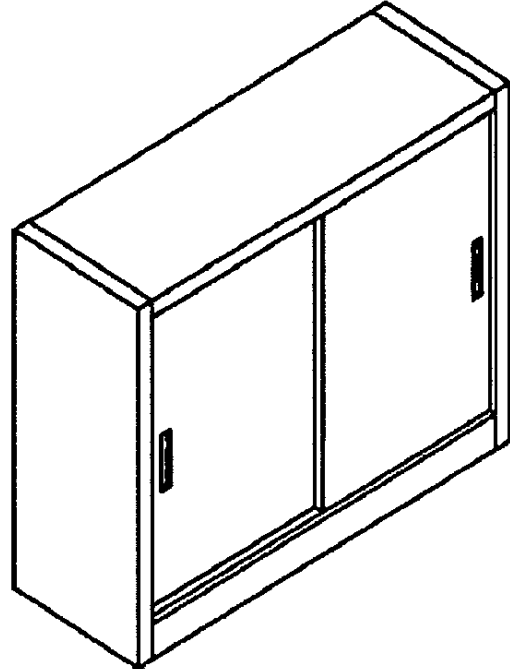


Figure 2

17. Car Wash Bay

17.1. Owners or occupiers may use the Car Wash Bay only for the purpose of washing Vehicles, kayaks, canoes and cleaning Vehicle interiors and accessories.

17.2. When using the Car Wash Bay, an owner or occupier must:

- (a) not unreasonably obstruct the use of the Car Wash Bay by other owners and occupiers;
- (b) not leave the Vehicle parked in the Car Wash Bay for any longer than is reasonably necessary for washing the vehicle;
- (c) turn off all taps used; and
- (d) leave the Car Wash Bay clean and tidy.

18. Visitor Car Parking

- 18.1 An Owner or Occupier must not park a Vehicle in Visitor Car Parking.
- 19.2 A Permitted Person may park a Vehicle in Visitor Car Parking for a consecutive period of up to 24 hours.

19. Vehicular Access signs

- 19.1 The Owners Corporation must exhibit signs in prominent locations in the Common Property advising that all Vehicles entering or leaving the Building are to be driven in a forward direction at all times.

20. Driveways

- 20.1 An Owner or Occupier must:
- (a) ensure that all driveways and parking areas are unobstructed at all times;
 - (b) not leave any Vehicle unattended in a driveway
 - (c) not use the driveways for manufacture, storage or display of goods, materials or any other equipment; and
 - (d) use the driveways for vehicular access only.

21. Storage of Bicycles

- 21.1 An Owner or Occupier must not permit any bicycle to be stored in the Common Property except in the Secure Bike Store Area.

PART D: Control and Enjoyment of Lots and Common Property

22. Obstruction of Common Property

- 22.1 An Owner or Occupier must not obstruct lawful use of Common Property.
- 22.2 An Owner or Occupier must not place furniture, store personal effects or affix decorations to doors (for example in corridors adjacent to lots on Common Property). This is because they may be a fire hazard and may impede emergency egress.

23. Damage to Lawns and Plants

- 23.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not:
- (a) cause damage to 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.

24. Damage to Common Property

- 24.1 Subject to sections 109 and 110 of the Act and the remaining provisions of this by-law, an Owner or Occupier must not add to, alter, damage or deface, any structure that forms part of Common Property without the approval in writing of the Owners Corporation.
- 24.2 This by-law does not prevent an Owner or person authorised by the Owner from installing in accordance with by-law 12 and clauses 4 and 5 of this by-law:
- (a) any locking or other safety device, other than on the front door, for the protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children.
- 24.3 Clause 2 of this by-law does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Parcel.
- 24.4 Any such locking or safety device, screen, or other device or structure must be installed in a competent and proper manner and must have the appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 24.5 The Owner of a Lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 2 of this by-law that forms part of the Common Property and that services the Lot, and
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 2 of this by-law that forms part of the Common Property and that services the Lot.

25. Moving Furniture and Other Objects on or through the Building

- 25.1 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 security firm engaged on behalf of the Community Association so as to enable security to record the required moving in application and receipt of a bond payment.
- 25.2 An Owner or Occupier may only transport furniture or large objects using lifts when the lift protection blankets are installed and may only transport such items through the garage area and not the foyer area.
- 25.3 An Owner or Occupier must comply with any Rules adopted by the Owners Corporation under by-law 34 for moving in or moving out of the Building, including if adopted by the Owners Corporation a refundable deposit bond of \$300 (or such other

amount as fixed by the rules from time to time) for the purposes of repair of any damage to Common Property during a move.

26. Change in Use of Lot to be Notified

- 26.1 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).
- 26.2 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.

27. Provision of Amenities or Services

- 27.1 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.
- 27.2 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.

28. Access & Compensation for Failure to Provide Access

- 28.1 Where the Owners Corporation, its agents, employees or contractors require access to a Lot for the purpose of discharging or exercising the Owners Corporation's functions, the Owners Corporation or its agents, employees or contractors may give notice in writing to the Owner or Occupier of that Lot ("Access Notice").
- 28.2 An Access Notice must specify the date and time during which access is required, which date must be 7 days after the date of the Access Notice.
- 28.3 Upon receipt of an Access Notice the Owner or Occupier must ensure access to the Lot is provided as required by the Access Notice.
- 28.4 If an Owner or Occupier fails to comply with an Access Notice, that Owner or Occupier will indemnify the Owners Corporation immediately on demand for any cost charged to the Owners Corporation by a third party in respect of attempting to gain access in

accordance with that Access Notice (or any subsequent occasion or occasions on which access is sought that are necessitated by the failure to comply with the Access Notice).

29. Access to garden courtyards of Lots 2, 5, 6 and roof terraces of Lots 45 and 1

29.1 The Owners and Occupiers of lots 2, 5, 6, 45 and 1 must, upon receiving reasonable notice from the Owners Corporation, permit the Owners Corporation, its licensees or invitees to access the garden courtyards of lots 2, 5 and 6 and the roof terrace level of lots 45 and 1 and use the garden courtyards of lots 2, 5 and 6 and the roof terrace of lots 45 and 1 to carry out cleaning and maintenance of the external facade of the building.

29.2 In exercising the power referred to in clause 1 of this by-law, the Owners Corporation, its licensees or invitees:

- (a) may take anything necessary on to lots 2, 5, 6, 45 and 1 to carry out the cleaning and maintenance;
- (b) must cause as little inconvenience as is practicable to the Owner and Occupier of lots 2, 5, 6, 45 and 1;
- (c) must make good any collateral damage caused to lots 2, 5, 6, 45 and 1.

29.3 The Owners Corporation releases, indemnifies and keeps indemnified the Owner and Occupier of lots 2, 5, 6, 45 and 1 from any liability, loss or cost arising in any way from the Owners Corporation, its licensees or invitees exercising its rights under clause 1 of by-law.

30. Behaviour of Owners, Occupiers and Permitted Persons

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

30.2 An Owner or Occupier must take all reasonable steps to ensure that Permitted Persons of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

31. Children Playing on Common Property

31.1 An Owner or Occupier must not permit any child for whom they are responsible to play on Common Property that is a car parking area or other area of possible danger or hazard to children unless they are accompanied by an adult exercising effective control.

32. Recreational Facilities

32.1 The following conditions apply to the use of the Recreational Facilities by Owners and Occupiers:

- (a) the Recreational Facilities may only be used between the hours of 6.00 am and 9.00 pm or other hours nominated from time to time by the strata committee;
- (b) children under the age of 15 years of age may use the Recreational Facilities only if accompanied and supervised by an adult;
- (c) glass objects, drinking glasses, food and sharp objects are not permitted in the Recreational Facilities;
- (d) running, ball playing, noisy or hazardous activities are not permitted on the Recreational Facilities;
- (e) the Swimming Pool equipment must not, except with the approval of the strata committee, be interfered with, operated or adjusted;
- (f) sports type footwear must be worn while using the Gymnasium;
- (g) All gym equipment that is moved temporarily, including weights, must be returned to their proper position in the gymnasium
- (h) all users must be appropriately attired whilst using the Recreational Facilities;
- (i) all users must carry a towel when using any of the Swimming Pool, Gymnasium or Steam Room; and
- (j) all users must comply with any other Rules the Owners Corporation makes about use of the Recreational Facilities.

32.2 A person on the Recreational Facilities with the express or implied consent of an Occupier or Owner may use the Recreational Facilities provided that person complies with any Rules about the use of the Recreational Facilities.

32.3 The Owners Corporation continues to be responsible for the proper maintenance of and keeping the Recreational Facilities in a state of good and serviceable repair.

32.4 The Owners Corporation must ensure that the Swimming Pool is maintained in accordance with *Public Health (Swimming Pools and Spa Pools) Regulation 2000* and all other relevant laws.

33. Bridge Room

33.1 The following conditions apply to the use of the Bridge Room by Owners and Occupiers:

- (a) the Bridge Room may only be used with the prior approval of the strata committee;

- (b) the Bridge Room may only be used between the hours of 7.00 am and 9.00 pm or other hours nominated from time to time by the strata committee; and
- (c) the strata committee can make Rules about the use of the Bridge Room.

34. Rules

- 34.1 The Owners Corporation may make, amend and at any time add to, Rules for the control, management, operation, use and enjoyment of the Common Property and the Parcel.
- 34.2 The Rules must be consistent with these by-laws.
- 34.3 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 34.4 If a Rule is inconsistent with these by-laws or the requirements of an Authority, the by-laws, Community Management Statement or the requirements of the Authority prevail to the extent of the inconsistency.

35. Private Sewer Pumping Station

- 35.1 The Owners Corporation is responsible for the ongoing maintenance, operation and repair of the private sewer pumping station located in the lower basement level of the Building.

36. Landscaped & Lawn Area

- 36.1 Any person using the Landscaped & Lawn Area must leave that area clean and tidy after use.
- 36.2 A person on the Landscaped & Lawn Area with the express or implied consent of an Owner or Occupier may use the Landscaped & Lawn Area provided that person complies with any Rules about the use of the Landscaped & Lawn Area.

E: Security, Community Management and Strata Management Building Management & Communications

37. Security Keys

- 37.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- 37.2 The Owners Corporation must make Security Keys available to:
 - (a) Owners; and
 - (b) persons authorised by Owners.

- 37.3 The Security Keys provided to persons under clause 2 of this by-law need only:
- (a) provide access to the parts of the Building which those persons are entitled to access;
 - (b) be provided in the proportions determined by a Rule made under by-law 34.
- 37.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner of a Lot.
- 37.5 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.
- 37.6 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.

38. CCTV

- 38.1 In addition to its other functions, the Owners Corporation has the functions necessary to install, maintain and use closed-circuit television ("CCTV") systems on or in the Common Property.
- 38.2 The strata committee may determine from time to time by whom and on what basis recordings from the CCTV systems may be made, stored and retrieved.
- 38.3 The strata committee may permit the building manager or security personnel to have access to footage from the CCTV systems to the extent necessary for the proper exercise of their functions.
- 38.4 A member of the strata committee nominated by the strata committee may access footage from CCTV systems at any time provide that they are accompanied by another person.
- 38.5 In the event of theft or damage to personal property or to a person, an Owner or Occupier may submit a written request to the strata committee seeking that footage from the CCTV systems be reviewed in a manner permitted by these by-laws and or sent to an insurer or Authority as evidence of the theft or damage.

- 38.6 In the event of an emergency, the Owners Corporation may release footage from the CCTV systems to emergency services.
- 38.7 If an event occurs that the Owners Corporation or a law enforcement agency reasonably suspects may amount to a crime, the Owners Corporation may release footage from CCTV systems to the law enforcement agency.
- 38.8 The Owners Corporation may release footage from CCTV systems to legal professionals acting on its behalf.

39. Community Management Statement

- 39.1 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.
- 39.2 An Owner or Occupier must comply with the Community Management Statement.
- 39.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.
- 39.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

40. Architectural Standards and Landscape Standards

- 40.1 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.
- 40.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

41. Building Management Agreement

41.1 The Owners Corporation may determine to enter into an agreement with:

- (a) Jacksons Landing Estate Management Pty Limited; or
- (b) a third party; to provide building management services to the Owners Corporation.

41.2 The duties of any manager appointed by the Owners Corporation may include:

- (a) the maintenance and replacement of the Common Property that the Community Association is not responsible for;
- (b) the control and supervision of the Common Property that the Community Association is not responsible for;
- (c) the provision of services to the Owners Corporation or the Owners and Occupiers of Lots; and
- (d) anything else that the manager indicates is necessary for the Common Property that the Community Association is not responsible for.

41.3 In connection with the performance of the manager's duties and in order to create a building management agreement under Part 4 Division 4 of the Act, the Owners Corporation must grant any manager appointed by it exclusive possession (whether or not jointly with another person or other persons) of part of the Common Property.

41.4 The Owners Corporation may, at any time after the expiration of the initial agreement referred to in clause 1(a) of this by-law, determine to enter into further agreements with Jacksons Landing Estate Management Pty Limited or a third party to provide services to the Owners Corporation on substantially the same terms as are set out in this by-law, which agreement may be for a period of up to 3 years with one option of up to 3 years.

41.5 Any remuneration payable to the manager is exclusive of the cost to the manager of carrying out or procuring the carrying out of the services set out in the agreement.

41.6 Any costs incurred by the manager in carrying out or procuring the carrying out of the services set out in the agreement are payable by the Owners Corporation.

42. Service of Documents by Email

42.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "arrears notice" means a notice relating to overdue contributions to the administrative fund or the capital works fund of the Owners Corporation, interest on any overdue contributions or expenses incurred in recovering those amounts;
- (b) "delivery error notice" means a notice in writing advising that an email has not reached or was not deliverable to its recipient including an automatically generated "undeliverable" or "bounce back" email but not including any "out of office" replies;

- (c) "document" means any record of information and includes anything on which there is writing such as a document or notice we may or are required to serve on you under the Act such as the notice or minutes of a meeting, an arrears notice, a breach notice under section 146 of the Act, a levy notice or an NCAT notice;
- (d) "meeting" means a meeting of the strata committee or Owners Corporation;
- (e) "NCAT notice" means a document or notice generated by the Civil and Administrative Tribunal of NSW;
- (f) "office bearer" means the secretary, treasurer or chairperson of the Owners Corporation;
- (g) "us" or "we" means the Owners Corporation and includes any agent; and
- (h) "you" means an owner or occupier.

42.2 We may serve any document on you by sending the document by email to your email address.

42.3 A document we serve on you by email is taken to have been served on the day after the document is sent by us by email to your email address unless we receive a delivery error notice before the end of that day.

42.4 If a document is not served by email because we receive a delivery error notice before the end of the day after which the document is sent to you by email, the document must be served on you in any other manner authorised by the Act or at law.

42.5 If you give us an email address, you must ensure that the email address is current and you must inform us in writing of any change to your email address within 14 days of that change.

G: Exclusive Use By-laws

43. Air Conditioning

43.1 Each Owner and Occupier of a Ceiling Air Conditioning Lot has the right of exclusive use and enjoyment of the ceiling cavity and Air Conditioning Plant being that part of the Common Property situated directly above the Lot, which has been designed for the purposes of keeping installed the existing Air Conditioning Plant or to keep and install new Air Conditioning Plant for the Lot.

43.2 Damage to the Common Property adjacent to the Air Conditioning Plant caused directly or indirectly by the Owner or Occupier must be made good by and at the cost of the Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

43.3 An Owner or Occupier of a Ceiling Air Conditioning Lot must not connect any Air Conditioning Plant to the air conditioning plant and equipment of the Owners Corporation, other than plant that is compatible with the air conditioning plant and equipment operated by the Owners Corporation.

- 43.4 An Owner of a Ceiling Air Conditioning Lot must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this By Law.
- 43.5 Each Owner and Occupier of a Ceiling Air Conditioning Lot is responsible for the maintenance of and keeping in a state of good and serviceable repair and replacement of the Air Conditioning Plant in the ceiling cavity situated directly above their Lot.

44. Exclusive Use Area A

- 44.1 The Owner and Occupier of lot 1 has the right of exclusive use and enjoyment of the Exclusive Use Area A, shown on sheet 19 of the plan, for the purposes of installing and keeping installed air conditioning plant and equipment and any conduits and ducting connected to the air conditioning plant and equipment.
- 44.2 The Owner of lot 1 is responsible for:
- (a) the operation, cleaning, repair and maintenance of the air conditioning plant and equipment situated in Exclusive Use Area A;
 - (b) the maintenance of and keeping that part of the Exclusive Use Area A in a state of good and serviceable repair; and
 - (c) the proper maintenance and keeping the air-conditioning system installed in the Exclusive Use Area A which service that lot 1 in a state of good and serviceable repair.
- 44.3 Damage to the Common Property adjacent to Exclusive Use Area A caused directly or indirectly by the Owner or Occupier of lot 1 must be made good by and at the cost of the Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 44.4 The Owner of lot 1 must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier lot 1 of the rights conferred by this By Law.

45. Exclusive Use Rights Lots 39 and 43

- 45.1 Subject to clauses 2 to 5 of this by-law, the Owner of Lots 39 and 43 has the exclusive use and enjoyment of that part of the concrete slab between those 2 Lots shown on the plan attached marked "A" together with the ceiling underneath that Slab ("Slab") if those 2 Lots are both owned by that one Owner but only for the purpose of making an opening in the Slab to accommodate the installation of a staircase between those lots ("Works").
- 45.2 Prior to exercising the exclusive use right conferred under clause 1 of this by-law the Owner must:
- (a) comply with By Law 12: and

(b) obtain the approval of the Council or any other Government Agency including, without limitation, Sydney Harbour Foreshore Authority.

45.3 The Owners Corporation may, before the Works are carried out, require that the following be provided by the Owner:

(a) a certificate from a structural engineer that the proposed work will not have any adverse effect on Common Property or any Lot; and

(b) evidence that appropriate insurances are in place in respect of the carrying out of the Works.

45.4 In carrying out the Works the Owner must:

(a) ensure no damage occurs to services or pipes within the Building;

(b) ensure that the Works are carried out by suitably qualified or licensed persons to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;

(c) take all reasonable precautions to ensure that no damage is caused to the Common Property;

(d) repair any damage caused to the Common Property as a result of the works; and

(e) carry out the Works promptly.

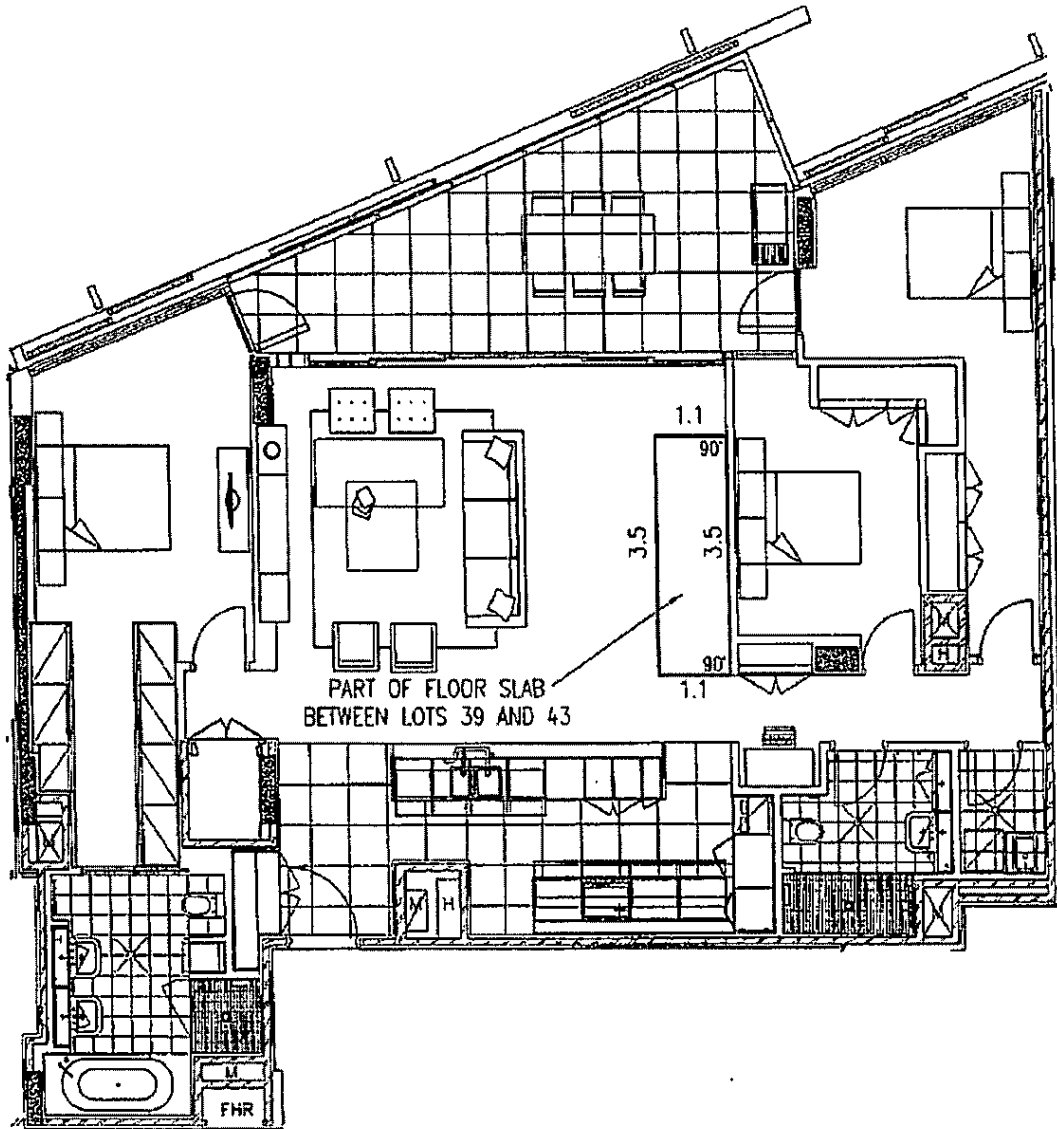
45.5 The Owner who exercises the exclusive use right conferred under clause 1 of this by-law is responsible for the maintenance of and keeping that part of the opening between the two Lots in a state of good and serviceable repair.

45.6 An Owner who exercises the exclusive use right conferred under clause 1 of this by-law indemnifies the Owners Corporation and other Owners for any damage caused to the Common Property, the Building or the other Lots arising out of the exercise by that Owner of the special privilege conferred by this By Law.

SP80937

"A"

EXCLUSIVE USE BY-LAW SKETCH
LEVEL 11 LOT 43



46. Owners Works (Lot 31)

Approval of work

46.1 Work

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

46.2 Exclusive use

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

46.3 Building Works

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

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

46.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

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

46.5 Access

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

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

46.6 Indemnity

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

46.7 Default

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

46.8 Scope of Works

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

Methods and procedures

46.9 Approvals

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

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

46.10 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction

certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

46.11 Bond

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

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

46.12 Acting through others

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

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

46.13 Liability for occupiers and invitees

Except as otherwise provided herein:

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

- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

46.14 Exercise of care, skill and compliance with law

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

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

46.15 Obligation to do work to remedy breach

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

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

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

46.16 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

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

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

46.17 Power to carry out work and recover costs

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

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

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

46.18 Application of the Civil Liability Act 2002

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

46.19 Recovery of amounts

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

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

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

46.20 Alteration of building affecting lot boundary

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

46.21 Interpretation

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

- (i) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (ii) the singular includes the plural and vice versa;
- (ii) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (iv) a reference to a document, includes any amendment, replacement or novation of it;
- (v) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (vi) any reference to legislation includes any amending or replacing legislation;
- (vii) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (viii) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (ix) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (x) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (xi) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (xii) a term defined in the Management Act or Development Act will have the same meaning.

46.22 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

46.23 Severability

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

46.24 Definitions

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

Approval means:

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

Authorised Lot means lot 31 in the strata scheme bearing folio identifier 31/SP80937;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

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

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

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

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

Management Act means the Strata Schemes Management Act 2015;

occupier means:

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

owner means:

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

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

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

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

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

strata plan means strata plan number 80937; and

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

Annexure B Building Works Conditions

1. Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

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

1.2 Connection to Services

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

1.3 Cleanliness, protection and rectification

You must:

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

1.4 Bond

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

1.5 Plans and Specifications

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

1.6 Insurances

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

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

1.7 Ownership of works

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

1.8 Definitions

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

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

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

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

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

You means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with those Building Works Conditions.

Your has a corresponding meaning to *You*.

47. Authorisation of Building Works in lot 3

Grant of Special Privilege and Exclusive Use Right

47.1 On the conditions set out in this by-law the Owner of the Lot shall have a special privilege in respect of the common property to carry out, keep and maintain building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property directly affected by the building and refurbishment works incorporating:

- (a) Main Bathroom, Ensuite, Powder room and Laundry
 - i. Removal of existing fittings;
 - ii. Removal of existing wall and floor tiles together with concrete bed;
 - iii. Render walls and screed floors with appropriate falls as required;
 - iv. Waterproof shower walls to 2300mm and waterproof floors;
 - v. Tile walls to 2300mm high and floors;
 - vi. Installation of new toilet suite, shower screens, shower mixers, taps and accessories and re-installation of existing bath;
 - vii. In main bedroom Ensuite install underfloor heating and new bath hob;
 - viii. In powder room install new toilet, vanity, taps and fittings; and
 - ix. All associated plumbing and electrical works noting that existing drainage points will be used;
- (b) Living areas
 - i. Laying of new porcelain tiles over existing tiled floor (note existing tiles have acoustic matt membrane installed);
 - ii. Installation of new cabinetry and an Ecosmart 1200 ethanol firebox (note no external flue required);

- (c) Kitchen
 - i. Removal of existing kitchen cabinetry and appliances and installation of new cabinetry and appliances (existing plumbing to be used);
- (d) Front Door way
 - i. Remove existing front door threshold and replace with black granite threshold;
- (e) Balcony
 - i. Remove existing 600x600mm grey tiles with new 600x600mm cream tiles including any necessary waterproofing
- (f) and all other associated building works necessary for the installation of the above and all in accordance with the Floor Plan drawing 01 by Felton Constructions (Syd) Pty Ltd drawn 27 May 2019;
- (g) and the installation of a fire cabinet in the car park of the lot for storage of fuel (to a maximum volume of 60 litres) and a 2 kg AB:E fire extinguisher within 5 m of the fire cabinet.

Definitions

47.2 For the purposes of this by-law:

- (a) "**Act**" means the *Strata Schemes Management Act 2015* and the regulations thereunder each as amended or replaced from time to time;
- (b) "**Council**" means the City of Sydney Council;
- (c) "**Lot**" means lot 3 in Strata Plan No. 80937;
- (d) "**Owner**" means the owner for the time being of the Lot;
- (e) "**Works**" means and includes all of the building works described in clause 1;

where any word or phrase has a defined meaning in or for the purposes of the Act, that word or phrase has the same meaning in this by-law.

Conditions - Prior to Undertaking Works

47.3 At least two weeks prior to undertaking the Works the Owner must obtain and provide to the owners corporation:

- (a) the certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the owners corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;

- ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation;
- (b) the intended timetable for performance of the Works;
- (c) and, if reasonably required by the owners corporation, the opinion of a structural engineer (reasonably acceptable to the owners corporation) to the effect that if the Works are carried out in a good and workmanlike manner and substantially in accordance with clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

Conditions - Performance of Works

47.4 In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must ensure so far as is practicable that:

- (a) the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;
- (b) to the extent the Works involve the removal of any tiles or any toilet, sink or like fittings in any bathroom such that an existing waterproof membrane is affected, install a waterproof membrane warranted for not less than 10 years below the tiles or other upper surface floor covering in the bathroom and that the installation of that waterproof membrane is carried out by a contractor licensed to install that waterproof membrane;
- (c) the Works are not materially amended or varied without the approval in writing of the owners corporation;
- (d) reasonable precautions are taken to protect all areas of the building outside the Lot from damage by the Works;
- (e) all construction materials, equipment, debris and other material associated with the Works is transported over common property in the manner reasonably directed by the owners corporation;
- (f) all areas of the building outside the Lot affected by the performance of the Works are kept clean and tidy throughout the performance of the Works and so far as is reasonably practicable, the Works are performed wholly within the Lot
- (g) all debris resulting from the Works is removed from the building and the strata scheme as soon as practicable;
- (h) the Works are only performed between the hours of 7.30 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. and 2.00 p.m.

- (i) no doors or access ways are blocked, or propped open or hindered in any way by the Owner, the contractor, its employees, servants and agents or by construction materials, equipment, debris and other material associated with the Works;
- (j) the Works do not interfere with or damage the common property or the property of any other lot owner otherwise than as approved in this by-law;
- (k) the owners corporation's garbage bins are not used to store or transport debris, building materials, tools or equipment;
- (l) any damage caused by the Owner in the performance of the Works is made good within a reasonable period after that damage occurs; and
- (m) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within six months of their commencement.

Conditions - Completion of Works

- 47.5 On completion of the Works the Owner must ensure that the contractor removes from the strata scheme all debris associated with or resulting from the Works as soon as practicable.

Conditions – Other Rights and Obligations

- 47.6 The Owner is liable for any damage caused to any part of the common property or to the property of any owner or occupier of any other lot in the strata scheme as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 47.7 The Owner must indemnify the owners corporation and each owner or occupier of any other lot in the strata scheme against any loss or damage, cost, charge or expense incurred or sustained by the owners corporation or the other owner or occupier as a result of or arising out of the Works or the performance thereof.
- 47.8 The Owner must indemnify the owners corporation against any liability incurred by the owners corporation under section 122(6) of the Act in respect of any work, or the exercise of any power of entry under the Act, for the purpose of identifying and/or rectifying any damage caused by the Works or the performance thereof.
- 47.9 The Owner must, at the cost of the Owner, maintain and keep the alterations and additions installed in the course of the Works (including but not limited to the fixtures and fittings installed as part of the Works) and the common property directly affected by the performance and keeping of the Works in the Lot in a state of good and serviceable repair and must renew or replace them whenever necessary.
- 47.10 For the avoidance of doubt, if at any time there is leaking from the bathroom, toilet or kitchen refurbished as part of the Works so that there is water leaking from that bathroom, toilet or kitchen beyond the boundary of the Lot, the Owner must:

- (a) Repair tiles, waterproof membrane and any part of the substrate necessary to properly rectify the water egress from the bathroom, toilet or kitchen of the Lot; and
 - (b) Repair and reinstate any part of the common property and any other lot damaged by the water ingress from the Owner's bathroom, toilet or kitchen.
- 47.11 Subject to clauses 9 and 10, the owners corporation remains liable for the proper maintenance, and keeping in a state of good and serviceable repair of the common property.
- 47.12 The Works must be undertaken at the cost of the Owner.
- 47.13 The Owner must pay the reasonable costs of the owners corporation in preparing, making, registering, implementing and enforcing this by-law.
- 47.14 In the event that the 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 Lot to carry out that work;
 - (c) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the owners corporation against any legal action or liability flowing from the action of the owners corporation pursuant to this clause.
- 47.15 If and to the extent that the costs of rectification of damage caused to the common property are not paid to the owners corporation upon demand therefore by the owners corporation;
- (a) the owners corporation may recover the amount of those costs, including the costs of recovery, as a debt due and payable; and
 - (b) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 81 of the Act; and
 - (c) the Owners Corporation may include any reference to such debt (including interest thereon) on notices under section 184 of the Act in respect of the Lot.