

Lodger Details

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Reference 4971

Land Registry Document Identification

AT862102

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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Land Title Reference	Part Land Affected?	Land Description
CP/SP8475	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP8475  
Other legal entity

Meeting Date

11/12/2023

Amended by-law No.

Details 19

Added by-law No.

Details Special By-Law 8

Repealed by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP8475  
Signer Name RONEN HOWARD  
Signer Organisation COLIN CUNIO SOLICITORS PTY. LTD.  
Signer Role PRACTITIONER CERTIFIER  
Execution Date 27/02/2024



STRATA | SPECIALIST | LAWYERS

**THE OWNERS – STRATA PLAN NO 8475**

**CONSOLIDATED BY-LAWS**

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**Authority:**.....

**Signature:** .....  
Electronic signature of me Paul Culbi, Affixed at my direction on 26/02/24 at 9:00AM.

**Name:** Paul Culbi.....



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

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## **1 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

## **2 Changes to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with such authority as is required by or under the Strata Schemes Management Act 2015 or another Act.
- (2) An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (3) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (4) Clause (2) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (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) 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) that forms part of the common property and that services the lot.

## **3 Damage to lawns and plants on common property**

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

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

## 4 Obstruction of common property

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

## 5 Keeping of animals

### Definitions and Interpretation

1. In this by-law:
  - (a) **“Act”** means the *Strata Schemes Management Act 2015*;
  - (b) **“Assistance Animal”** has the meaning attributed to that expression in the *Disability Discrimination Act 1992 (Cth)*;
  - (c) **“Breach Notice”** means a written notice from the strata committee to an owner or occupier providing details of a breach of this by-law, and includes a notice under Section 146 of the Act;
  - (d) **“Existing Animal”** means a dog or cat kept in the strata scheme as at the day of registration of this by-law;
  - (e) **“Permitted Animal”** means a cat or dog approved by the strata committee under this by-law and referred to in a signed Pet Agreement, or a Small Pet;
  - (f) **“Pet Agreement”** means the document attached to this by-law and marked with the letter “B”, as modified by the strata committee from time to time;
  - (g) **“Pet Application”** means the document attached to this by-law and marked with the letter “A”, as modified by the strata committee from time to time;
  - (h) **“Pet Eviction Notice”** means a written notice from the strata committee to an owner or occupier requiring the removal of an animal the subject of a Breach Notice within a specified time, and to keep the animal away from the strata scheme;
  - (i) **“Small Pet”** means a budgerigar or similar sized bird, a hamster, fish kept in a secure aquarium of no more than 300 litres capacity, or a small amphibian of less than 20 cm in length kept in a secure aquarium of no more than 300 litres capacity.

### Pets policy

2. An owner or occupier must not keep any animal in the strata scheme unless the animal is an Assistance Animal or a Permitted Animal.
3. An owner or occupier may keep a Small Pet in the strata scheme without the approval of the strata committee.
4. If an owner or occupier wants to keep a dog or cat or an Existing Animal in the strata scheme, the owner or occupier must make a Pet Application and, if the Pet Application is approved, sign and return to the owners corporation, a Pet Agreement.

5. The Pet Application must:
  - (a) be in writing;
  - (b) include all requisite attachments;
  - (c) be sent to the strata managing agent or the secretary.
6. The strata committee may request additional information to supplement the information contained in the Pet Application.
7. In relation to the Pet Application, the strata committee may, acting reasonably, do any of the following:
  - (a) approve the Pet Application with or without conditions;
  - (b) withhold approval to the Pet Application;
  - (c) refuse the Pet Application.
8. If the strata committee approves the Pet Application, the owner or occupier who made the Pet Application will be given a Pet Agreement to sign and return to the strata managing agent or the secretary.

**Conditions for keeping Permitted Animals**

9. An owner or occupier who keeps a Permitted Animal in the strata scheme must:
  - (a) keep the animal within their lot;
  - (b) carry the animal, or ensure the animal is leashed (in the case of a dog), when it is on common property;
  - (c) in relation to a dog, promptly pick up and place into a strong, tied and sealed plastic bag any excrement of the animal, and dispose of the bag in a rubbish bin and not in a toilet;
  - (d) in relation to a cat, each day place soiled litter into a strong, tied and sealed plastic bag, and dispose of the bag in a rubbish bin and not in a toilet;
  - (e) take such action as may be necessary to clean or repair any part of the strata scheme that is soiled by the animal;
  - (f) ensure the animal does not cause a nuisance or hazard or pose a danger to any owner or occupier or any person lawfully on common property, or unreasonably interfere with the use and enjoyment of another lot or the common property, and, specifically, must ensure that:
    - (i) the animal does not bark (in the case of a dog) or meow (in the case of a cat) continuously for a period of ten (10) minutes or more, or intermittently for a period of two hours or more at any time;
    - (ii) the animal does not engage in threatening, aggressive or dangerous behaviour to any person in the strata scheme, and (in the case of a cat or

dog), ensure the animal is not left unattended for a period of eight hours or more;

- (g) ensure the animal is de-sexed (in relation to a dog) or spayed and neutered (in relation to a cat);
- (h) comply with all laws applicable to the animal;
- (i) not replace the animal if it is a dog or cat and dies.

#### **General restrictions**

10. An owner or occupier must:

- (a) not keep more than one cat, one dog, or more than two birds, in a lot;
- (b) not keep, breed or use any animal in the strata scheme for any commercial purpose;
- (c) not feed, or allow to be fed, any animal, including a bird, on or from the windows or terraces of any lot, or the common property;
- (d) ensure that any bird is kept in a cage in a lot;
- (e) not allow a guest or invitee to bring any animal to the strata scheme.

#### **Assistance Animals**

- 11. Nothing in this by-law prevents an owner or occupier from keeping an Assistance Animal in their lot or using an Assistance Animal on their lot or the common property.
- 12. The strata committee may require an owner or occupier to provide evidence to prove that an animal is an Assistance Animal.
- 13. If an owner or occupier does not provide evidence as required by the strata committee, the strata committee may issue a Breach Notice and, if necessary, a Pet Eviction Notice in accordance with clause 16 of this by-law.

#### **Breach of this by-law**

- 14. The strata committee may issue and owner or occupier with a Breach Notice if they breach any part of this by-law.
- 15. If the strata committee issues an owner or occupier with two or more Breach Notices within a period of six consecutive months, the strata committee may then issue a Pet Eviction Notice.
- 16. An owner or occupier must comply with a Pet Eviction Notice.
- 17. Nothing in this clause limits or restricts the rights of or the remedies available to the strata committee or the owners corporation if an owner or occupier breaches this by-law.

### **Indemnity**

18. An owner or occupier indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of any matter arising from an animal kept by an owner or occupier.

### **Costs**

19. The owner or occupier who breaches any part of this by law must pay all costs, expenses and fees incurred by the owners corporation in enforcing the terms of this by-law or rectifying any breach. Such costs may, but are not limited to:
  - (a) cleaning fees;
  - (b) strata managing agent's fees;
  - (c) legal costs;
  - (d) the costs of any third party the owners corporation engages to assist it in the management of this by-law.
20. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the occupier is unable to be located or fails to pay upon reasonable demand.
21. Any money payable by an owner or occupier under this by-law may be recoverable by the owners corporation as a debt.



“A”

SCHEDULE 1  
PET APPLICATION FORM

Your Name: .....

Name of owner of pet (if not you): .....

Your contact details: .....

Mobile: .....

Home: .....

Work: .....

Email: .....

Unit number where pet will be kept: .....

Are you an owner or occupier/tenant: .....

Is the pet a cat or dog: .....

Name of pet: .....

Breed of pet: .....

Colour of pet: .....

Age of pet: .....

Height of pet at maturity: .....

Weight of pet at maturity: .....

Registration or Microchip Number: .....

You must attach:

- 1. The consent of the unit owner to keep the pet if you are an occupier/tenant.
- 2. The consent of the owner of the pet if you are not the owner.
- 3. A copy of all registration papers for the pet.
- 4. A colour photo of the pet.

I confirm that the contents of this application are true and correct and acknowledge that permission to keep the pet is granted by the owners corporation at its absolute discretion and is not given until I receive written confirmation from the owners corporation.

.....	.....
Print Name:	Print Name:
Dated:	Dated:

**“B”**

**SCHEDULE 2  
PET AGREEMENT**

I/We, \_\_\_\_\_ ,  
The owner/occupier of Lot \_\_\_\_\_ , agree to be bound by and comply with the Keeping of Animals  
by-law in relation to the pet described in the Pet Application dated \_\_\_\_\_  
in addition to the following conditions imposed by the owners corporation:

1.

I/We confirm that I/we have been provided with a copy of the Keeping of Animals by-law and have  
read and understood its contents and the contents of this agreement.

.....  
Print Name:

Dated:

.....  
Print Name:

Dated:

## **6 Noise**

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

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

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

## **8 Children playing on common property**

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

## **9 Smoke penetration**

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

## **10 Preservation of fire safety**

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

## **11 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **12 Condition and appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article of a similar type in accordance with by-law 14 (Hanging out of washing).
- (3) An owner or occupier of a lot must keep the lot clean and in good repair.
- (4) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, attach to or hang from the exterior of the lot any antenna or wires.
- (5) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, operate or permit to be operated any device which interferes with any domestic appliance lawfully in use on common property or any other lot.

## **13 Cleaning windows and doors**

An owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

## **14 Hanging out of washing**

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

## **15 Disposal of waste - shared bins**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
  - bin** includes any receptacle for waste.
  - waste** includes garbage and recyclable material.

## **16 Change in use or occupation of lot to be notified**

- (1) An owner or occupier of a lot must not change the existing use of the lot, or allow the change in the existing use, if such change:
  - (a) is prohibited by a planning instrument that is in force and applies to the lot; or
  - (b) is permitted by a planning instrument that is in force and applies to the lot with the consent of a consent authority and consent to that use has not been obtained from the consent authority and the Owners Corporation in writing.
- (2) An owner or occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (3) Without limiting clause (2), the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - (b) a change to the use of a lot for short-term or holiday letting.
- (4) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.
- (5) An owner of a lot must indemnify the Owners Corporation against any liability or expense arising out of a breach of this by-law or of a planning law, which shall be deemed to include:
  - (a) costs incurred in complying with any notice, order or requirement of the local Council or a Court relating to the use of the lot;
  - (b) costs incurred in responding to any such notice, order or requirement, including defending or otherwise dealing with legal proceedings;
  - (c) costs of enforcing compliance with this by-law, to the extent in all such cases that the costs are reasonable and reasonably incurred.

## **17 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **18 Moving of certain articles on or through common property**

- (1) An owner or occupier of a lot must not move any article likely to cause damage or obstruction through common property unless sufficient notice has first been given to the Strata Committee or Managing Agent so as to enable the Strata Committee to arrange for its nominee to be present at the time of moving if it is considered necessary.
- (2) The owner of a rented lot is responsible for any damages caused to the common property by his tenants or their agents or removalists or other as the case may be, in moving in or moving out of the rented lot.
- (3) The Strata Committee is empowered to recover direct from the owner of the rented lot, any costs involved in repairing damages caused as per paragraph (2) above, regardless of the fact that the said owner or tenants may be insured against such costs.
- (4) In case of dispute resulting into legal action all legal costs are to be borne by the owner.

## **19 Former Special By-Laws (amended to repeal C – Special By-Law 3, 11 December 2023)**

### **A Former special by-law 1**

An owner or occupier of a lot must not:

- (1) Feed any bird or other animal within the parcel except to feed an assistance animal within the lot
- (2) Do any act tending to attract any bird or other animal to the parcel
- (3) Request or allow any visitor to the parcel to do so.

This By-Law does not avoid the need for the approval of the Owners Corporation under By-Law 5 (Keeping of Animals) or other by-law dealing with the keeping of animals.

### **B Former special by-law 2**

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

1. The power to remove a section of the asphalt driveway, and to replace it with concrete capping and clay pavers in accordance with the quotation D Raffin & Co Pty Limited of 18 March 2002.

2. The duty to maintain the proposed driveway in a state of good and serviceable repair, and to renew or to replace it whenever necessary.
3. The power to engage consultants and contractors for these purposes.
4. The power to apply the funds of the Owners Corporation to these purposes.

## 20 Floor coverings

Definitions in this by-law:

- **“non-carpet flooring”** means any flooring wherever situated in a lot, including in a bathroom, kitchen or associated area, which does not consist of carpet with underlay.
  - **“owner”** means the owner or owners from time to time of a lot in the strata scheme.
  - **“6 star rating”** means the 6 star rating as defined in the document entitled “Association of Australasian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating (September 2010)
- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
  - (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.
  - (3) This bylaw prevails over Section 109(2)(e) of the *Strata Schemes Management Act 2015*.
  - (4) **Maintenance**
    - (a) The Owners Corporation will continue to maintain and keep the common property to which a lot’s non-carpet flooring is attached in a state of good and serviceable repair.
    - (b) An owner must properly maintain and keep non-carpet flooring in a state of good and serviceable repair and replace the non-carpet flooring as required from time to time.
  - (5) **Documentation and Insurance**
    - (a) Before installing or renewing non-carpet flooring and any membrane installed as part of, or underneath, such non-carpet flooring an owner must:
      - (i) notify the Owners Corporation that it intends to undertake that work; and
      - (ii) effect the following insurances in the joint names of the owner and the Owners Corporation:
        - contractors all works insurance;

- insurance required under the Home Building Act 1969;
- Workers Compensation Insurance;
- Public Liability insurance in the amount of \$10,000,000 or such greater sum as may be reasonably required by the Strata Committee.

**(6) Acoustic performance requirements**

- (a) Any non-carpet flooring when installed or replaced must be installed in such a manner, and with such materials, as to achieve a 6 star rating.

**(7) Performance of works**

Before commencing works, and at the owner's expense, the owner must provide the Owners Corporation with a report signed by a qualified acoustic engineer setting out the scope of works for the Installation of the non-carpet flooring and certifying that the non-carpet flooring will achieve a 6 star acoustical rating.

**(8) Certification**

No later than 21 days after completion of the works the owner shall provide the Owners Corporation with a report by a qualified acoustic engineer certifying that: the non-carpet floors as installed achieves a 6 star acoustical rating.

**(9) When installing non-carpet flooring an owner must:**

- (a) consult with the Owners Corporation in advance of work commencing to arrange for the owner's transport of all construction materials equipment debris and other material in a manner reasonably directed by the Owners Corporation;
- (b) protect all areas of the building outside the owner's lots from damage by the non-carpet flooring including the transportation of construction materials equipment and debris in a manner reasonably acceptable to the Owners Corporation;
- (c) keep all areas of the building outside the owner's lot clean and tidy;
- (d) Only install the non-carpet flooring at the times approved by the Owners Corporation;
- (e) not create noise that causes discomfort disturbance or interference with activities of any other occupier of the building during such times as the non-carpet flooring is being installed or replaced;
- (f) remove promptly from the building all debris resulting from the installation of the non-carpet flooring;
- (g) comply with the reasonable requirements of the Owners Corporation concerning the non-carpet flooring



(10) **Liability**

- (a) An owner is liable for any damage caused to any part of the common property as a result of the installation or replacement of non-carpet flooring to the common property and will make good that damage as soon as reasonably practicable after it has occurred.

(11) **Indemnity**

- (a) An owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance maintenance or replacement of the non-carpet flooring on or attaching to any common property including the Owners Corporation's liability under Section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the owner.

(12) **Cost of works**

The non-carpet flooring installation or replacement must be undertaken at the cost of the owner.

(13) **Owner's fixtures**

The non-carpet flooring shall remain the owner's fixtures.

(14) **Right to remedy default**

- (a) If any owner fails to comply with any obligation under this by-law then the Owners Corporation may:
  - (i) carry out all work necessary to perform that obligation;
  - (ii) enter upon any part of the lot to carry out that work; and
  - (iii) recover the total costs incurred by the Owners Corporation in carrying out that work from the defaulting owner.

## 21 Renovations

### Definitions and interpretation

1. In this by-law:

- (a) **"Act"** means the *Strata Schemes Management Act 2015*;
- (b) **"Cosmetic Work"** means an owner's work which affects the common property in connection with their lot for the following purposes:
  - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
  - (ii) installing or replacing handrails;

- (ii) painting;
- (iv) filling minor holes and cracks in internal walls;
- (v) laying carpet;
- (vi) installing or replacing built-in wardrobes;
- (vii) installing or replacing internal blinds and curtains;
- (viii) installing any locking or other safety device for protection of a lot against intruders;
- (ix) installing any screen or other device to prevent entry of animals or insects on the lot;
- (x) installing any locking or other safety device to improve safety within a lot;
- (xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
- (xii) any other work described in Section 109(2) of the Act;

but does not include:

- (A) Minor Renovations;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
  - (E) work involving waterproofing or the plumbing or exhaust system of the building;
  - (F) work involving reconfiguring walls;
  - (G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (H) any other work described in Section 109(5) of the Act.
- (c) “**Minor Renovations**” means an owner’s work which affects the common property in connection with their lot for the following purposes:
- (i) renovating any room in a lot;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing wood or other hard floors;

- (iv) installing or replacing wiring, cabling, pipes, or ducts;
- (v) installing or replacing power or access points;
- (vi) work involving reconfiguring walls;
- (vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (viii) installing a rainwater tank;
- (ix) installing a clothesline;
- (x) installing a reverse cycle split system air conditioner or ducted air conditioning system;
- (xi) installing double or triple glazed windows;
- (xii) installing a heat pump or other hot water service;
- (xiii) installing ceiling insulation;
- (xiv) installing an aerial, antenna, or satellite dish;
- (xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
- (xvi) any other work described in Section 110(3) of the Act;
- (xvii) any other work that is not:
  - (A) Cosmetic Work;
  - (B) work involving structural changes;
  - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (D) work involving waterproofing;
  - (E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
  - (G) any other work described in Section 110(7) of the Act;but does include the work described in sub clauses (A) to (G) above.

- (d) **“Major Renovations”** means an owner’s work which affects the common property for the following purposes:
  - (i) structural changes;
  - (ii) changes to the external appearance of a lot, including the installation of an external access ramp;
  - (iii) waterproofing;
  - (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (v) work that is not Cosmetic Work or Minor Renovations.

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

- (a) Reference to the singular includes the plural and the plural includes the singular;
- (b) “Including” and similar expressions are not words of limitation;
- (c) Headings are for convenience only and do not affect the interpretation of this by-law;
- (d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
- (e) The provisions of this by-law prevail to the extent of that inconsistency with any other by-law.

### **Cosmetic Work**

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

### **Carrying out Cosmetic Work**

5. When carrying out Cosmetic Work an owner must:

- (a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
- (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;

- (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (e) only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 5pm Monday to Saturday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 7am and 3pm in any week (that is from Monday to Saturday, excluding public holidays) is prohibited;
  - (ii) all other work between 7am and 5pm Monday to Saturday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;

- (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.
- (n) Ducting covers or structures covering a service that serves more than one lot or the common property remain readily accessible for future maintenance. Readily accessible means that the covers must be dismountable without the need to be broken and that there is free space to remove the covers and to perform repairs or replacement of the common property.
- (o) That any stopcock or electrical switch inside the covers with the purpose to isolate supply to the lot is accessible by means of an access panel or door that can be opened without the need for tools.
- (p) After any manipulation of a main stop cock, tests are performed to ensure that no “water hammer” noise is made when taps, water valves or machines shut off water under normal operation. If such “water hammer” noise cannot be eliminated by adjustment of the stopcock then a pressure absorbing device is to be installed by a qualified person.

#### Use of Cosmetic Works

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

#### Repair of any damage

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

#### Repair and maintenance

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

#### Indemnity

- 9. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;

- (d) performance of any work required to comply with the duty to maintain, repair, renew or replace.

### **Minor Renovations**

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

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

- 13. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
  - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
  - (h) a statement that the work does not involve:
    - (i) the removal or alteration of a structural element of the building;
    - (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
    - (iii) changing the external appearance of any lot;
    - (iv) detrimentally affecting the safety of a lot, including fire systems;

- (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

Determination of application for approval of Minor Renovations

14. When determining an application made in accordance with clause 13, the owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant;
  - (c) approve the application with some or all the conditions contained in clauses 15 to 25, or impose additional conditions;
  - (d) refuse the application, but must not act unreasonably when doing so.

Before Minor Renovations are carried out

15. Before carrying out Minor Renovations an owner must:
- (a) give to the owners corporation evidence at those persons carrying out the work has:
    - (i) any requisite current licence to conduct the work;
    - (ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
    - (iii) insurance if required under Section 92 of the *Home Building Act 1989*;
    - (iv) workers compensation insurance if required by law;
  - (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
  - (c) if the work involves:
    - (i) removing carpet or other soft floor coverings to expose underlying hard floors; or,
    - (ii) the installation or replacement of wood or other hard floors;
- to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners



corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.

- (d) If requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;
  - (iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

When Minor Renovations are being carried out

16. When carrying out Minor Renovations an owner must:

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

- (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) give access to the owners corporation's nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.
- (n) Ducting covers or structures covering a service that serves more than one lot or the common property remain readily accessible for future maintenance. Readily accessible means that the covers must be dismountable without the need to be broken and that there is free space to remove the covers and to perform repairs or replacement of the common property.
- (o) That any stopcock or electrical switch inside the covers with the purpose to isolate supply to the lot is accessible by means of an access panel or door that can be opened without the need for tools.
- (p) After any manipulation of a main stop cock, tests are performed to ensure that no "water hammer" noise is made when taps, water valves or machines shut off water under normal operation. If such "water hammer" noise cannot be eliminated by adjustment of the stopcock then a pressure absorbing device is to be installed by a qualified person.

After Minor Renovations are carried out

17. After carrying out Minor Renovations an owner must:

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

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

- (e) if required by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 14(d)(iii).

#### Use of Minor Renovations

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

#### Repair of any damage

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

#### Repair and maintenance

20. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 15 to 17 apply to any work the owner carries out to comply with this clause.

#### Indemnity

21. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace.

#### Insurance

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

#### Bond

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

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

#### Costs

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

#### Major Renovations

26. An owner may only conduct Major Renovations in accordance with the following conditions:
  - (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
  - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
  - (c) the by-law is registered and a recording made in the certificate of title comprising the common property.
27. An owner should undertake the process in clause 28 before presenting any motion referred to in clause 26 for the consideration of the owners corporation.

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

28. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
  - (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;

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

#### Determination of application for approval of Major Renovations

29. When determining an application made in accordance with clause 28, an owners corporation may:

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

29.1 When Major Renovations are being carried out:

- (a) Ducting covers or structures covering a service that serves more than one lot or the common property remain readily accessible for future maintenance. Readily accessible means that the covers must be dismountable without the need to be broken and that there is free space to remove the covers and to perform repairs or replacement of the common property.
- (b) That any stopcock or electrical switch inside the covers with the purpose to isolate supply to the lot is accessible by means of an access panel or door that can be opened without the need for tools.
- (c) After any manipulation of a main stop cock, tests are performed to ensure that no "water hammer" noise is made when taps, water valves or machines shut off water under normal operation. If such "water hammer" noise cannot be eliminated by adjustment of the stopcock then a pressure absorbing device is to be installed by a qualified person.

**Breach of this by-law**

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

**Schedule of approved Minor Renovations and Major Renovations**

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

## SCHEDULE 1

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

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



## SCHEDULE 2

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

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

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

### SCHEDULE OF CONDITIONS

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot .....{INSERT LOT NUMBER};
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and the plural includes the singular;
    - (ii) “Including” and similar expressions are not words of limitation;

- (iii) Headings are for convenience only and do not affect the interpretation of this by-law;
- (iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

Before work is carried out

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5. Before carrying out work, the owner must:

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

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

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6. When carrying out work, the owner must:

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

building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

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

After work is carried out

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7. After carrying out work, the owner must:

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

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

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

#### Use of work

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

#### Repair of any damage

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

#### Repair and maintenance

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

#### Indemnity

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- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;

- (b) Use of the work;
- (c) Failure to comply the duty to maintain, repair, renew or replace;
- (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace.

#### Insurance

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

#### Bond

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

#### Costs

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

SCHEDULE 3

Schedule of approved Minor Renovations and Major Renovations

Date of approval	Lot No.	Name of owner given approval	Approval given by owners corporation or strata committee	Minor or Major Renovation	Brief description of the Minor or Major Renovation

## **22 Delegation of authority to the Strata Committee**

- (1) The Owners Corporation delegates its functions under Section 110 of the Strata Schemes Management Act 2015 to the Strata Committee.
- (2) If the Owners Corporation and the Strata Committee exercise the same function under Section 110 of the Strata Schemes Management Act 2015, the exercise of the function by the Owners Corporation prevails.

## **23 Fire safety and control**

- (1) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of emergency and must not obstruct any fire stairs or fire escape.
- (2) The owners corporation or an owner or occupier of a lot must, in respect of the parcel or the lot, as appropriate:
  - (a) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the parcel or the lot to meet the requirements of relevant Governmental Agencies; and
  - (c) take all necessary steps to ensure compliance with fire laws in respect of the parcel or the lot.

## **24 Electronic storage and Service of documents on owner of lot by Owners Corporation**

- (1) The Owners Corporation may store the strata roll and any other record required to be made or stored by the Owners Corporation in electronic form.
- (2) A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the Owners Corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of an unsuccessful transmission (that is a “bounce-back” or “undeliverable” notification) within twenty four (24) hours.
- (3) The Owners Corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.
- (4) If an owner does not comply with the notice in clause 3 and the Owners Corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.
- (5) The Owners Corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.



- (6) The strata committee may waive the requirements in clauses 4 and 5 for an owner who does not have an email address.

## 25 Recovery of costs incurred by False Alarms

- (1) The owner of a Lot will be liable to compensate the Owners Corporation in respect of any false alarm charge where the false alarm is established to have originated from the Lot as a consequence of negligence or carelessness by the occupier or invitee of that occupier.
- (2) For the purpose of this by-law the terms negligence and/or carelessness include, but are not limited to, inadequate ventilation when cooking, burning food and/or carrying out works in a lot.
- (3) The owners corporation may levy a payment as a charge on an Owner in accordance with paragraphs 1 and 2.
- (4) The owners corporation may levy a payment charge as a charge on an Owner of a lot by serving written notice on the Owner.
- (5) A charge not paid at the end of one month after it becomes due and payable bears, until paid, simple interest at an annual rate of 10%.
- (6) The Owners Corporation may recover, as a debt, a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

In this bylaw:

“False alarm charge” means the charge made upon the Owners Corporation by New South Wales Fire & Rescue for attending a false alarm and any charge from any intermediary required to be used in reporting fire alarms.

## 26 Adoption of Common property memorandum

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

“A”

### Common property memorandum

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

<b>1. Balcony and courtyards</b>	(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
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	<ul style="list-style-type: none"> <li>(c) balcony ceilings (including painting)</li> <li>(d) security doors, other than those installed by an owner after registration of the strata plan</li> <li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>(f) common wall fencing, shown as a thick line on the strata plan</li> <li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>(i) walls of planter boxes shown by a thick line on the strata plan</li> <li>(j) that part of a tree which exists within common property</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</li> <li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</li> <li>(c) guttering</li> <li>(d) membranes</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems serving more than one lot</li> <li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li> <li>(c) fuses and fuse board in meter room</li> <li>(d) intercom handset and wiring serving more than one lot</li> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) lifts and lift operating systems</li> </ul>

<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic closer</li> <li>(c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) original floorboards or parquetry flooring affixed to common property floors</li> <li>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) common property walls</li> <li>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) any door in a common property wall (including all original door furniture)</li> <li>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li>(l) gym equipment</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have</li> </ul>

	<p>been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
<b>8. Plumbing</b>	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p> <p>(d) storm water and on-site detention systems below ground</p>
<b>9. Windows</b>	<p>(a) windows in common property walls, including window furniture, sash cord and window seal</p> <p>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</p> <p>(c) original lock or other lock if subsequently replacement by the owners corporation</p>

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

<b>1. Balcony and courtyards</b>	<p>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</p> <p>(b) that part of a tree within the cubic space of a lot</p>
<b>2. Ceiling/Roof</b>	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
<b>3. Electrical</b>	<p>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</p> <p>(b) fuses and fuse boards within the lot and serving only that lot</p> <p>(c) in-sink food waste disposal systems and water filtration systems</p> <p>(d) electrical wiring in non-common property walls within a lot and serving only that lot</p>

	<ul style="list-style-type: none"> <li>(e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>(f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot</li> <li>(g) telephone, television, internet and cable service and connection sockets</li> <li>(h) intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</li> <li>(b) keys, security cards and access passes</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>(b) lacquer and staining on surface of floorboards or parquetry flooring</li> <li>(c) internal carpeting and floor coverings, unfixed floating floors</li> <li>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) internal (non-common property) walls</li> <li>(b) paintwork inside the lot (including ceiling and entrance door)</li> <li>(c) built-in wardrobes, cupboards, shelving</li> <li>(d) dishwasher</li> <li>(e) stove</li> <li>(f) washing machine and clothes dryer</li> <li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>(h) internal doors (including door furniture)</li> <li>(i) skirting boards and architraves on non-common property walls</li> <li>(j) tiles and associated waterproofing affixed to non-common property walls</li> <li>(k) letterbox within a lot</li> <li>(l) pavers installed within the lot's boundaries</li> <li>(m) ducting cover or structure covering a service that serves a single lot</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(a) garage door remote controller</li> </ul>

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

## 27 Occupancy of a lot

### Definitions and interpretation

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1. In this by-law:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and the plural includes the singular;
    - (ii) “Including” and similar expressions are not words of limitation;
    - (iii) Headings are for convenience only and do not affect the interpretation of this by-law;

- (iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
- (v) Reference to a “lot” includes part of the lot.

#### Restricting the number of adult occupiers in a lot

- 2. Subject to clause 36 of the *Strata Schemes Management Regulation 2016*, an owner, lessee or occupier of a lot must not allow more than two adults to reside in each bedroom of the lot.

#### Prohibition on subdivision of rooms in a lot

- 3. An owner, lessee or occupier of a lot must not divide or partition any part of the lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping.

#### Right of the owners corporation to enter a lot

- 4. In addition to the rights conferred on the owners corporation under the Act, the owners corporation has a right to enter any lot to determine compliance by the owner, lessee or occupier with this by-law. An owner, lessee or occupier must comply with any reasonable direction of the owners corporation in this regard.

#### Notification to owners corporation of occupiers in a lot

- 5. An owner who leases or licences their lot (or any lessee or licensee who subleases or sublicenses their lot) must:
  - (a) Provide their tenant or licensee with an up-to-date copy of the by-laws;
  - (b) Ensure that their tenant or licensee and their guests comply with the by-laws;
  - (c) Take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply or leave the parcel.

#### Use of a lot

- 6. An owner or occupier of a lot must not enter into any arrangement for the occupation of a lot (or any part of the lot) otherwise than under a residential tenancy agreement to which the *Residential Tenancies Act 2010* applies.
- 7. An owner, lessee or occupier of a lot must not use the lot or allow it to be used for an unlawful purpose or in an unlawful manner.
- 8. Any one of following shall be prima facie evidence that a lot is being used or has been used contrary to clause 6 of this by-law:
  - (a) A failure to provide notice under Section 258 of the Act;

- (b) A failure to provide to the owners corporation on request a copy of the lease, or documents relating to the assignment, the subject of the notice under Section 258 of the Act;
  - (c) A failure to provide to the owners corporation on request details of an environment planning instrument, or a copy of development consent, which permits use of the lot for a purpose that would otherwise contravene clause 6 of this by-law.
- 9. An owner, lessee or occupier of a lot must not make known publicly or advertise, whether by the owner, lessee or occupier or other person or entity (including AirBnB, Stayz, a real estate agent or other service provider) that the lot is available for a use that would contravene clauses 2, 6, or 7 of this by-law.

#### Costs to be paid by owner or occupier

- 10. The owner, lessee or occupier of a lot who breaches any part of this by law must indemnify the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach. The owner, lessee or occupier must pay all such costs, expenses and fees to the owners corporation upon reasonable demand. Such costs may include, but are not limited to:
  - (a) Water, garbage, and electricity usage as a result of the additional persons sleeping in a lot;
  - (b) Additional cleaning fees associated with additional persons sleeping in a lot;
  - (c) Strata manager's fees;
  - (d) Legal costs;
  - (e) Costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;
- 11. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the lessee or occupier is unable to be located or fails to pay upon reasonable demand.
- 12. Any money payable by an owner, occupier or lessee under this by-law may be recoverable by the owners corporation as a debt, if not payable within 14 days of demand, together with interest at the rate of 10% per annum and the expenses incurred by the owners corporation in recovering such amounts.

#### Restricting access to common property

- 13. Subject to this by-law, the owners corporation has the power to:
  - (a) Close off or restrict by security key access to parts of the common property that do not give access to a lot;
  - (b) Restrict any persons who are in breach of this by-law access to any part of a building;



- (c) Allow security personnel to use part of common property to determine or enforce compliance with this by-law.

## **28 Architectural Code**

### **1. Overview**

#### **1.1. Why have an Architectural Code?**

The primary reason to have an Architectural Code and controlling building works and the external appearance of Casa Vista are:

1.1.1. To preserve the design integrity and architectural quality of Casa Vista;  
and

1.1.2. To inform the Owners, from time to time, of the architectural, structural and construction features of Casa Vista to promote appropriate maintenance.

1.1.3. To uphold property values for Owners.

#### **1.2. Inconsistencies**

This Architectural Code should be read in conjunction with the Strat Scheme By-Laws. If there is an inconsistency between a clause in the by-laws and the Architectural Code, the clause in the by-laws prevails.

#### **1.3. Disputes**

The dispute resolution provisions in this management statement apply to the Architectural Code and to approvals granted or refused under it.

### **2. Building design and development**

#### **2.1. Design and construction history**

Casa Vista was designed by Ken Woolley of Ancher Mortlock Murray and Woolley between 1969 and 1972. It is an example of Woolley's "Sydney School" "New Brutalism" architecture using the then relatively new construction technique of structural concrete panels and slabs.

It was built by A W Edwards Pty Ltd for developer Edwards McIntosh (Sydney) Pty Ltd between 1972 and 1974. The external wall panels were constructed by EPM Concrete Pty Ltd.

#### **2.2. Distinctive features**

The fan-shaped plan form gives several benefits: it gives the units maximum advantage of sunlight and the available views northwards over a branch of Middle Harbour; it helps to avoid a slab-like appearance and to ensure visual privacy between units; it makes possible a compact, economical core; and it benefits from the then-prevailing Residential Code's provisions for buildings with walls not parallel to the side boundaries.

All upper floors are identically subdivided so that walls on one floor are directly above walls on the floor below. This ideal structural arrangement is carried through to the parking areas where many of the rooms in the typical floors become garages.

Since the concrete panel building has no steel frame all the concrete walls (external and internal) provide load bearing and shear strength to the rest of the building. Extra shear strength and vehicle damage protection is provided by dowels in external and garage walls; the heads of internal walls project into the insitu concrete slab above. The vertical butt joints between panels on successive floors (in both internal and external walls) are staggered 100mm to give a keying effect and thereby increase the shear capacity of the wall.

The distinctive picture-frame like balcony façade panels are not load bearing and were fixed after the main structure had been completed by anchor points on the balcony floor. The façade panels are integral to the authentic look of the building, provide a protected outside area and were specifically designed not to be enclosed to provide the required outside area of each unit.

### **3. Approvals from Government Agencies**

#### **3.1. What are your obligations?**

Despite anything else in the by-laws and this Architectural Code, you must obtain all necessary approvals from Government Agencies before you carry out any works in Casa Vista (including works approved or for which you need approval under the by-laws.)

#### **3.2. Compliance with development consents**

You must comply with any development consents which apply to Casa Vista.

#### **3.3. Timing**

Subject to this Clause 3, you may apply for approval from a Government Agency to carry out works in Casa Vista only after you have obtained any necessary approval from the Owners Corporation.

#### **3.4. Approving applications to Government Agencies**

You must not unreasonably refuse to approve or sign an application to a Government Agency if the works contemplated in the application have been approved by the Owners Corporation.

### **4. Curtains, blinds and other window treatments**

#### **4.1. Colours for curtains and blinds**

Subject to any contrary conditions of development consents, you may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Lot provided they have an appearance from outside the Lot which is white or off-white (white or off-white curtain linings are an acceptable method of achieving this). You must have consent from the Owners Corporation to

place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in this Clause 4.1.

**4.2. Sun shades and awnings**

You must have consent from the Owners Corporation to install a sun shade, umbrella, sun blind, awning or other sun shading device in a Lot or on Common Property unless the relevant awning is a retractable awning which conforms to the awning specification attached to this code in which case, no consent is required for the installation of the relevant awning.

**4.3. Window treatments**

You must have consent from the Owners Corporation to place solar film or similar treatments (including tinted glass) on the internal or external surface of glass windows or doors in your Lot or on Common Property.

**5. Outdoor furniture and landscaping**

**5.1. Balcony furniture and landscaping**

You do not need consent from the Owners Corporation to keep outdoor furniture on the Balcony of your Lot provided that the outdoor furniture is of a high quality and finish, commensurate with the quality of Casa Vista and is in keeping with the appearance of Casa Vista.

**5.2. Fixing items to a Balcony**

You must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the Balcony of your Lot.

**5.3. Maintaining outdoor furniture**

You must properly maintain furniture on the Balcony of your Lot and ensure that the furniture is clean and tidy at all times.

**5.4. Landscaping on Balconies**

You do not need consent from the Owners Corporation to keep landscaping on the Balcony of your Lot provided that all elements of the landscaping (for example, planter boxes and plants) are of high quality and finish, commensurate with the quality of Casa Vista and is in keeping with the appearance of Casa Vista.

In no circumstances must landscaping block the water drain of the Balcony or allow water to be retained on the surface of the Balcony.

**5.5. Maintaining landscaping**

You must:

**5.5.1.** Regularly maintain any landscaping on the Balcony of your Lot; and

5.5.2. Ensure that the landscaping is kept neat and tidy at all times; and

5.5.3. Ensure that no landscaping hangs or grows over the edge of the Balcony; and

5.5.4. When you water landscaping on the Balcony, ensure that no water enters another part of Casa Vista and no damage is caused to any part of Casa Vista.

5.6. Removing furniture and landscaping

You must immediately remove furniture and landscaping from the Balcony of your Lot if:

5.6.1. You do not comply with your obligations under this Clause 5; or

5.6.2. The furniture or landscaping causes (or may cause) damage to any part of Casa Vista or reasonably interferes with the lawful use and occupation of the Lot.

**6. Security devices**

6.1. Installing security devices

Subject to this Clause 6, you must have consent from the Owners Corporation to install security devices including, without limitation, security doors or windows, screens, grilles, alarms or locks in your Lot or on Common Property.

6.2. Security doors and windows

The Owners Corporation may consent to an application to install a security door or window in a Lot or on Common Property if the door or window:

6.2.1. Is finished in a colour that matches the existing door or window frame; and

6.2.2. Matches the full size of the existing door or window and does not detract from or dominate the existing detail.

However, the Owners Corporation will generally not consent to the installation of a security door to the entry door to a Strata Lot.

6.3. Alarms

You may install a security alarm in your Lot without consent from the Owners Corporation if:

6.3.1. The alarm is a “back to base” facility; and

6.3.2. The alarm is silent; and

6.3.3. The alarm does not have flashing lights; and

6.3.4. The installation is not attached to or interferes with Common Property (for example is not attached to the ceiling of a Balcony).

6.4. Obtaining consent to install an alarm

If the installation of a security alarm is attached or interferes with Common Property you must have consent from the Owners Corporation before you install the alarm

6.5. Security devices in the carpark

You must obtain approval from the Owners Corporation before you enclose your carpark space with a door or walls.

However, the Owners Corporation will generally not consent to the installation of a door or walls to a carpark space that

6.5.1.1. is not already bounded on three sides by concrete walls; or

6.5.1.2. is not served by a fire sprinkler head; or

6.5.1.3. interferes with the operation of any fire safety equipment; or

6.5.1.4. presents any additional fire hazard

6.6. Other security devices

You must have consent from the Owners Corporation to install any type of security device not contemplated by this Clause 6. The Owners Corporation will generally consent to the installation of other security devices if:

6.6.1. The device is in keeping with the appearance of Casa Vista; and

6.6.2. The device is not likely to cause a nuisance or to interfere with the enjoyment of Owners or Occupiers; and

6.6.3. The device is not likely to cause damage to a LOT; and

6.6.4. The device is not likely to be a danger to Owners and Occupiers in Casa Vista; and

6.6.5. The device complies with the Building Code of Australia (as defined in the Environmental Planning and Assessment Regulation 2000) and other applicable laws and regulations.

**7. Barbeques**

7.1. Your rights

You may store and operate a portable barbecue on the Balcony of your Lot if:

7.1.1. It is a type permitted under Clause 7; and

7.1.2. It will not (or is not likely to) cause damage: and

7.1.3. It is not (or is not likely to become) dangerous; and

7.1.4. You keep it covered when you are not operating it; and 7.1.5. You keep it clean and tidy; and

7.1.6. You comply with this Clause 7

7.2. Types of portable barbeques

The types of barbeques permitted under this Clause 7 are:

7.2.1. A covered kettle portable barbeque; or

7.2.2. A covered gas portable barbeque fitted with a gas cylinder of a maximum capacity of 4.5 kg; or 7.2.3. An electric portable barbeque; or

7.2.4. Any other type approved by the Owners Corporation.

Solid fuel burning barbeques are prohibited.

7.3. Operating a portable barbeque

You may operate a barbeque only during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation)

7.4. Interference

If you use a portable barbeque on the balcony of your Lot, you must not create smoke, odour or noise which interferes unreasonably with another Owner or Occupier.

**8. External signage**

8.1. You must not erect, affix or display a sign in your Lot.

8.2. You must obtain consent from the Owners Corporation to erect, affix or display (or cause to be erected, affixed or displayed) a sign on Common Property.

8.3. If you obtain consent for signage under Clause 8.2 you must conform to any limitations in the consent related to:

8.3.1. the location of the signage; and

8.3.2. the dimensions of the signage

8.3.3. the period of display of the signage; and

8.3.4. the quality of the signage; and

8.3.5. the maintenance of the signage; and

8.3.6. restoring the Common Property when the signage is removed.

8.4. Powers of the Owners Corporation

The Owners Corporation has the power to require you to remove any signage you have placed or installed if the signage does not comply with the provisions of Clause 8

## **9. Works affecting the External Appearance**

### **9.1. General obligations**

If you propose to carry out external appearance works, you must obtain consent from the Owners Corporation before carrying out the works.

### **9.2. Powers of the Owners Corporation**

The Owners Corporation has the power to require you to remove any item you have placed, installed or retained in your Lot if it alters the External Appearance of Casa Vista if:

9.2.1. You do not have consent from the Owners Corporation or relevant Government Agencies; or

9.2.2. It detrimentally affect the External Appearance of Casa Vista; or

9.2.3. It is in breach of a provision under the development consents applicable to Casa Vista

### **9.3. Colour schemes and paintwork**

The owner of a Lot must have consent from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your Lot or on Common Property if:

9.3.1. the wall, window, door, floor, ceiling or other surface is visible from outside your Lot or Common Property; and

9.3.2. the proposed colour or surface changes are not in keeping with the External Appearance of Casa Vista.

## **10. Some prohibitions**

### **10.1. You must not:**

10.1.1. Attach anything to hang anything from the exterior of a Balcony; or

10.1.2. Install a solid fuel burning appliance in Casa Vista; or

10.1.3. Enclose the Balcony of a Lot; or

10.1.4. Hang clothes, washing or similar items in any area that is visible from outside a Lot in Casa Vista.

## **11. Application process**

### **11.1. Making an application**

The Owners Corporation, acting reasonably, may, either generally or in specific cases, specify the plans, drawings or other documents which you must submit with your application under the Architectural Code.

11.2. What information must you include in your application?

If you make an application under the Architectural Code, the application must:

- 11.2.1. Be in writing; and
- 11.2.2. Include the plans, drawings and other documents specified by the Owners Corporation according to this Clause 11 for the type of works for which you are seeking approval; and
- 11.2.3. Include enough information to give the Owners Corporation enough information to make a decision about your application.

However, the Owners Corporation may:

- 11.2.4. Require you to submit additional plans, diagrams or other information which it has not specified according to Clause 11.1 ("Making an application") of this schedule to assist in the decision making process; and
- 11.2.5. Waive the requirements under Clause 11.1 about the plans, diagrams and other information which you must submit with your application.

11.3 Lodging your application

You must address your application to the Owners Corporation through the Strata Manager

11.4. Discretion

The Owners Corporation and the Strata Committee may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

11.5. Compliance with development consents and requirements of Government Agencies

When considering an application under the Architectural Code, the Owners Corporation and Strata Committee (depending on who may give consent to the application) must comply with:

- 11.5.1. Requirements of the relevant development consents applicable to Casa Vista; and
- 11.5.2. Requirements of the relevant Government Agencies; and
- 11.5.3. Provision of the Easements.

11.6. Appointing consultants



The Owners Corporation and the Strata Committee may appoint consultants to review and make recommendations about applications to it under the Architectural Code (for example, an architect or engineer for applications affecting the External Appearance or structural changes)

**11.7. Paying the costs for a consultant**

The Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this Clause 11.

**11.8. Time frame for making a decision**

Subject to this Clause 11, the Owners Corporation must review and make a decision about an application within 60 days after receiving the applications (or another period agreed between the parties).

**11.9. Time frame for making a decision where a consultant has been appointed**

If the Owners Corporation appoints a consultant to review and make recommendations about an application, the Owners Corporation must make a decision about the application within 30 days after the consultant makes a recommendation to the Owners Corporation (or another period agreed between the parties).

**11.10. Notifying the applicant of a decision**

The Owners Corporation must immediately advise the applicant in writing when they have made a decision about the application. The advice must clearly describe any conditions which attach to the approval and, if the application is not approved, explain in detail the reasons for that decision.

**12. Approval process**

**12.1 Conditional approvals**

The Owners Corporation may make conditions if they approve an application. The conditions may include:

- 12.1.1. A reasonable time frame in which the works must be completed; and
- 12.1.2. The hours and days during which the works must be carried out; and
- 12.1.3. Methods of accessing Casa Vista to carry out the works.

**12.2. Revoking approval**

The Owners Corporation may revoke their approval if an applicant does not comply with the conditions of the approval.

**13. Procedures for carrying out work**

**13.1. Procedures before you carry out work**

Before you carry out works in Casa Vista you must:

- 13.1.1. Comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Common Property to carry out the work; and
  - 13.1.2. Ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Common Property to carry out the work.
- 13.2 Procedures when you carry out work
- 13.2.1. When you carry out works in Casa Vista you must:
    - 13.2.1.1 Use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
    - 13.2.1.2 Carry out the work in a proper and workmanlike manner which is consistent with the standard of the improvements and finishes within Casa Vista at the time of the works and to the reasonable satisfaction of the Owners Corporation; and
    - 13.2.1.3. Regularly remove debris and leave all areas of Common Property clean and tidy for all periods during which you carry out the work; and
    - 13.2.1.4 Repair damage you (or persons carrying out work on your behalf) cause to Common Property or the property of an Owner or Occupier.

## **29 Electronic Keeping of Records and Service of Documents**

- 1. The owners corporation may store the strata roll and any other record required to be made or stored by the owners corporation in electronic form.
- 2. A document may be served on the owner of a lot by electronic means if the owner (or any one of the owners if more than one) has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.
- 3. The owners corporation may request that an owner provides an email address for the service of documents. Such a request must be made in writing and the owner must comply within the time stated in the notice.
- 4. If an owner does not comply with the notice in clause 3 and the owners corporation serves a document on the owner by means other than electronically, the owner must pay the costs of serving the document incurred by the owners corporation.
- 5. The owners corporation may recover as a debt any amounts payable in clause 4, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate of 10% per annum, and the expenses of the owners corporation incurred in recovering those amounts.
- 6. The strata committee may waive the requirements in clauses 4 and 5 for an owner who does not have an email address.

## **SPECIAL BY-LAW 1 – Lot 23 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 23 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Removal part of the internal wall adjoining the living/dining area and the kitchen described in Drawing 17258-S-01 General Notes, Drawing 17258-S-02 Demolition Plans, Drawing 17258-S-03 Structural Member Plan, Drawing 17258-S-04 Structural Details and Certificate of Structural Design and Existing Structure Adequacy Certification, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot 23;
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;
    - (v) “Including” and similar expressions are not words of limitation;

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

5. Before carrying out work, the owner must:

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

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

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

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the Strata Committee regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
  - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the Strata Committee including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

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

7. After carrying out work, the owner must:

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

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the Strata Committee:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed

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

- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the Strata Committee, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).
- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.
- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.
- 10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.
- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

#### Insurance

- 12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.
- 13. The Strata Committee may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or

any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The Strata Committee must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the Strata Committee is reasonably satisfied that the owner has complied with the conditions of approving the work.
15. If an owner fails to comply or breaches any part of this by-law, then the Strata Committee may:
  - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.
16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## **SPECIAL BY-LAW 2 – Insurance Excess and Other cost payable to the Owners Corporation**

An owner or occupier must pay or repay to the owners corporation:

- a) any insurance excess paid or payable by the owners corporation in relation to a claim arising from the actions or inaction of the owner or occupier; and
- b) or a fixture or fitting owned by the owner or occupier or required to be maintained by the owner or occupier, and, any amount payable by the owners corporation in relation to any matters arising from the actions or inaction of the owner or occupier, or a fixture or fitting owned by the owner or occupier or required to be maintained by the owner or occupier.



### **SPECIAL BY-LAW 3 – Lot 17 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 17 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Bathroom renovations including waterproofing as described in detail (scope of works and plans) and as part of the application for approval of this work - copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

#### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot 17;
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;
    - (v) “Including” and similar expressions are not words of limitation;
    - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;

- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

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5. Before carrying out work, the owner must:

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

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

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6. When carrying out work, the owner must:

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

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

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After work is carried out

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7. After carrying out work, the owner must:

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

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the

structural integrity of the building, such certification to be in favour of the owners corporation;

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

#### Use of Work

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

#### Repair of any Damage

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

#### Repair and Maintenance

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

#### Indemnity

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;

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

#### Insurance

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

#### Bond

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

#### Breach of this By-Law

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

#### Costs

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

prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

#### **SPECIAL BY-LAW 4 – Lot 19 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 19 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - a) Retiling of the floor and some of the walls of the main bathroom in Unit 7A (lot 19), waterproofing, replacement of toilet as described in detail (specification, drawings and attached photographs) in paragraph C of the application for approval of this work - copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

#### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot 19;
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;
    - (v) “Including” and similar expressions are not words of limitation;

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

Before work is carried out

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5. Before carrying out work, the owner must:

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



- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

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6. When carrying out work, the owner must:

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

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

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After work is carried out

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7. After carrying out work, the owner must:

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

structural integrity of the building, such certification to be in favour of the owners corporation;

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

#### Use of Work

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

#### Repair of any Damage

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

#### Repair and Maintenance

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

#### Indemnity

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;

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

#### Insurance

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

#### Bond

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

#### Breach of this By-Law

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

#### Costs

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

prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## **SPECIAL BY-LAW 5 – Lot 17 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 17 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - a. Main Bathroom renovations including waterproofing as described in detail in the scope of works, Design and Construction manual and as part application for approval of this work - copies of which form an exhibit to the notice of the meeting at which this resolution is made; and
  - b. Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot 17;
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;
    - (v) “Including” and similar expressions are not words of limitation;

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

Before work is carried out

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5. Before carrying out work, the owner must:

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

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

#### When work is being carried out

#### 6. When carrying out work, the owner must:

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

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

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After work is carried out

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7. After carrying out work, the owner must:

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

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (e) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the



structural integrity of the building, such certification to be in favour of the owners corporation;

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

#### Use of Work

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

#### Repair of any Damage

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

#### Repair and Maintenance

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

#### Indemnity

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;

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

#### Insurance

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

#### Bond

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

#### Breach of this By-Law

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

#### Costs

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

prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## **SPECIAL BY-LAW 6 – Lot 19 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 19 (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) the retiling and waterproofing of the ensuite floor, skirting and shower walls, installation of new vanity, toilet and showerscreen in Unit 7A, as described in detail in paragraph C of the application for approval of the proposed works - a copy of which forms an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in Clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot 19;
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;
    - (v) “Including” and similar expressions are not words of limitation;

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

Before work is carried out

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5. Before carrying out work, the owner must:

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

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

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6. When carrying out work, the owner must:

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

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

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After work is carried out

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7. After carrying out work, the owner must:

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

structural integrity of the building, such certification to be in favour of the owners corporation;

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

#### Use of Work

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

#### Repair of any Damage

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

#### Repair and Maintenance

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

#### Indemnity

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;

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

#### Insurance

---

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

#### Bond

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

#### Breach of this By-Law

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

#### Costs

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



prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

### **SPECIAL BY-LAW 7 – Lot 35 (Unit 12B) Renovations**

1. That the owner of lot 35 (Unit 12B) (“the owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Bathroom renovation described in the enclosed scope, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and;
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

#### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
  - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) “**Lot**” means lot 35 (Unit 12B)
  - (d) “**work**” means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;
    - (v) “Including” and similar expressions are not words of limitation;
    - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;

- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

[Clause not used]

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5. [Clause not used]

[Clause not used]

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6. [Clause not used]

After work is carried out

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7. After carrying out work, the owner must:

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

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

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

any applicable Australian Standards, such certification to be in favour of the owners corporation;

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

#### Use of Work

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

#### Repair of any Damage

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

#### Repair and Maintenance

---

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

#### Indemnity

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- 11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

#### Insurance

---

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

## Bond

---

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

## Breach of this By-Law

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

## Costs

---

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

## **SPECIAL BY-LAW 8 – Works on a Balcony** (added 11 December 2023)


Works and renovations on a balcony that are not cosmetic work defined in SSMA 2015 S109 must be approved by the Owners Corporation prior to work being started.

In addition to conditions shown in By-law 21 (Renovations) and any specific conditions, the following conditions apply to work on a balcony:

1. Any addition, removal or change to the floor tiles are prescribed as “major renovation”.

2. No work must increase the height of the balcony floor above the height approved at the time of registration of the strata plan. Any works proposed for floor tile replacement must include the replacement of the waterproofing membrane.
3. No structure erected on a balcony must pose a risk to safety, particularly in relation to the structure's proximity to the balcony's external wall.
4. The Owner must obtain any required development consent required by law and hold the Owners Corporation harmless for any error or omission in that consent.
5. No drilling or other fixing must be made to a balcony floor or balcony walls below a height of 100mm above the balcony floor to protect the waterproofing membrane.
6. Condensate run-off from an air-conditioning unit must discharge into the floor drain. Other run-off must be disposed of in compliance with any requirements of the local Council, so as to not cause a nuisance to the owner or occupier of another lot, or the Owners Corporation.
7. The owner at any time, must not install, operate, or allow to be operated, any device that may cause a nuisance to the owner or occupier of another lot, or the Owners Corporation.

This is page 92 of a total of 92 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 8475 was affixed on the 26th day of February 2024 in the presence of:

Authority: Strata Managing Agent  
Signature:   
Name: Paul Culbi

Electronic signature of me Paul Culbi, Affixed at my direction on 26/02/24 at 9:00AM.



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

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No .....8475..... was affixed on ^ .....26/02/2024..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Electronic signature of me Paul Culbi. Affixed at my direction on 26/02/24 at 9:00AM. Name: .....Paul.Culbi..... Authority: .....Strata Managing Agent.....

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

