

Paloma

By-laws February 2018

The Strata Plan 53094 by-laws regulate the day to day management and operation of **paloma**. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.

The by-laws are designed to maintain the quality of **paloma** and protect the peaceful lifestyle enjoyed by all Owners and Occupiers. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property, while balancing the rights of the Residential Lot Owners and Commercial Lot Owners.

paloma contains a mixture of Residential Lots and Commercial Lots. To ensure that the rights and interests of the Owners and Occupiers of each type of Lot are protected, some by-laws make specific provisions for Residential Lots or Commercial Lots.

Who must comply with the by-laws?

- The Owners Corporation
- Owners and occupiers

By-laws that do not specifically relate to Residential Lots or Commercial Lots apply to all Owners and Occupiers.

By-laws are applied in a fair and consistent manner.

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1. Noise

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

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

3. Obstruction of Common Property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not:

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

5. Behaviour of Owners and Occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

6. Children Playing on Common Property in Building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property

comprising a laundry, car parking area or other area of possible danger or hazard of children.

7. Behaviour of Invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

8 Depositing Rubbish and Other Material on Common Property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

9 Drying of Laundry Items

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

10 Cleaning Windows and Doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

11 Storage of Inflammable Liquids and Other Substances and Materials

- (a) An owner or occupier of a lot must not, except with the approval in writing 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.

- (b) 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 Moving Furniture and Other Objects on or Through Common Property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominees to be present at the time when the owner or occupier does so.

13 Floor Coverings

- (a) 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.
- (b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

14 Garbage Disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

15 Keeping of Animals (as amended by dealing AA178671B)

See Special By-law 19

16. Appearance of Lot

An owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building

- (a) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (b) This by-law does not apply to the hanging of any washing, towel, bedding, clothing, or other article as referred to in by-law 10.

17 Notice Board

An owners corporation must cause a notice board to be affixed to some part of the common property.

18 Change in Use of Lot to be Notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

SPECIAL BY-LAW 1

Lot 71 Alterations

On the conditions set out in this by-law, the owner for the time being of Lot 71 ("the owner") shall have a special privilege in respect of the common property to undertake, and thereafter

to maintain for his exclusive use, the alterations and additions described in the drawings of Designofect Pty Limited No. BA-01 and BA-02 dated January 1999, copies of which form an exhibit to the minutes of meeting at which this by-law is made, and incorporating:

- i. The alteration of external doors and windows;
- ii. The installation of canopies over entries;
- iii. The installation of a recessed roller-shutter;
- iv. The installation of a new suspended ceiling;
- v. The construction of a new floor and internal stairs;
- vi. The installation of internal partitions, doors, handrails, glazing and bathroom fittings and finishes.

The undertaking of these alterations and additions is referred to in this by-law as “the works”.

CONDITIONS

1. Before commencing the works, the owner must furnish the Owners Corporation with the following:
 - i. A copy of all requisite approvals of South Sydney City Council to the works, including all condition of approval, plans, drawings, specifications and notes; and
 - ii. A copy of a Contractors All Risk Insurance policy which includes public liability cover of not less than \$10,000,000 in respect of any claim, and evidence that it is current and that the interest of the Owners Corporation is noted on the policy.
2. In exercising the special privilege conferred by this by-law, the owner must:
 - i. Undertake the works in a proper and skilful manner, using proper and best-quality materials;
 - ii. Comply with all conditions of consent of South Sydney City Council; and
 - iii. Undertake the works in accordance with the Building Code of Australia and all applicable Australian Standards.
3. The owner may not vary the works except in accordance with the written approval of the Owners Corporation.
4. Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in state of good and serviceable repair of the common property.

5. The owner must maintain the alterations and additions installed pursuant to this by-law in a state of good and serviceable repair, and must renew or replace them whenever necessary.
6. The owner must not obstruct or impede nor allow the obstruction or impediment of the common areas of the strata scheme in the course of the works, by building materials, tools, machinery or debris.
7. The owner must give to the residents of other lots in the building not less than 72 hours notice of any demolition work or of any disruption to the services to the building.
8. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owner or occupier of other lots in the strata scheme.
9. The owner must indemnify the Owners Corporation against any liability or expense which would not have been incurred if the works had not been undertaken.
10. The owner must meet all reasonable expenses of the Owners Corporation, including reasonable legal expenses, incurred in the making and registration of this by-law.

SPECIAL BY-LAW 2

Common Property

By-Law 5 is amended to provide as follows:

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
2. An approval given by the Owners Corporation under subclause 1 cannot authorise any additions to the common property.
3. This by-law does not prevent an owner or person authorised by an owner from installing:
 - i. Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot;
 - ii. Any screen or other device to prevent entry of animals or insects on the lot;
 - iii. Any structure or device to prevent harm to children; and
 - iv. Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
4. Any such locking or safety device, screen, other device or structure:
 - i. Must be installed in a competent and proper manner;

- ii. Must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building; and
 - iii. Must comply with any applicable code, regulation or standard relating to safety in the event of fire or the **retardment** of the spread of fire and smoke.
5. Despite Section 62, the owner of a lot must:
- i. Maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause 3 that forms part of the common property and that services the lot; and
 - ii. 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 subclause 3 that forms part of the common property and that services

SPECIAL BY-LAW 3

Damage to Common Property

1. The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner or the occupiers of the lot or their respective tenants or invitees.
2. An owner of a lot, upon written demand by the Owners Corporation, must pay a bond to the Owners Corporation in such reasonable amount as the Owners Corporation may determine from time to time. The owners Corporation may and is authorised by the owner to apply all or part of the bond to reimbursing itself against any expense incurred by it in making good damage caused to its property by an occupier or prospective occupier of his lot, or the occupier's invitee.

SPECIAL BY-LAW 4

Car Parking Enclosure Works

SCOPE OF BY-LAW

Owners must not carry out the Car Parking Enclosure Works except in accordance with the following Conditions.

CONDITIONS

1. Before commencing the Car Parking Enclosure Works, the Owner must obtain Approval, provide the Required Documents and Insure.

2. While carrying out the Car Park Enclosure Works, the Owner must comply with the Works Requirements.
3. After completing the Car Paring Enclosure Works, the Owner must Submit, Certify and Maintain.
4. At all times, the Owner must:
 - i. only use the Car park Enclosure for a Permitted Purpose; and
 - ii. indemnify and accept Liability and acknowledge that if the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may take steps to Remedy.

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same meaning as those words are attributed under the Act.

In this by-law, except when the context otherwise requires;

1. the singular includes the plural and vice versa,
2. words implying any gender encompass all genders, and
3. references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.

Owner means each of the registered owners of lot 72 in the strata scheme.

Car Park Enclosure means the enclosure created as a result of the Car Parking Enclosure Works.

Car Parking Enclosure Works means the additions and alterations undertaken by the Owner (at the Owner's Cost and to remain that Owner's fixtures) to enclose the car parking space marked numbers 8 and 9 (including all ancillary structures) in accordance with this by-law.

The Car Parking Enclosure works must fully enclose the Car Parking Enclosure leaving no gap between the Car Parking Enclosure and the ceiling.

Condition 1 – Before commencing Car Parking Enclosure Works

Required Documents means copies of approvals from all relevant statutory authorities and/or specifications of an engineer nominated by the owners corporation (if considered necessary by the owners corporation) as well as any plans, drawings, diagrams and any other documents

reasonably required by the owners corporation and relevant to the Car Parking Enclosure Works which the Owner must submit to the executive committee for its approval.

Approval means formal approval from the executive committee for the Car Parking Enclosure Works, such approval not to be unreasonably withheld.

Insurance means the relevant Owner must ensure that any party carrying out the Car Parking Enclosure Works effects and maintains contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance, and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the owners corporation.

Condition 2 – While carrying out Car Parking Enclosure Works

Works Requirements following requirements (and any other requirements determined by the owners corporation with respect carrying out the Car Parking Enclosure Works from time to time) which the relevant Owner must comply with (at their cost) when carrying out the Car Parking Enclosure Works.

The relevant Owner must:

1. Transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
2. protect all affected areas of the building outside their lot from damage by the Car Parking Enclosure Works or the transportation of construction materials, equipment, debris,
3. keep all affected areas of the building outside their lot clean and tidy throughout the performance of the Car Parking Enclosure Works.
4. only perform the Car Parking Enclosure Works at the times approved by the owners corporation,
5. not create noise that causes unreasonable discomfort , disturbance or interference with activities of any other occupier of the building.
6. remove all debris resulting from the Car Parking Enclosure Works immediately from the building. And
7. comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Car Parking Enclosure Works.
8. The relevant owner must also ensure that the Car Parking Enclosure Works are carried out:
9. in a proper and workmanlike manner and by duly licensed and insured contractors; and
10. in accordance with the drawings and specifications approved by the local council (if applicable) and the executive committee.

Condition 3 – After carrying out Car Parking Enclosure Works

Submit means the relevant Owner must submit all documents relating to the completed Car Parking Enclosure Works reasonably required by the owners corporation to be provided to the owners corporation by the relevant Owner after completing the Car Parking Enclosure Works.

Certify means the relevant Owner must obtain certification for the Car Parking Enclosure Works from the engineer nominated by the owners corporation (if considered necessary by the owners corporation).

Maintain means the relevant Owner must properly maintain and keep the Car Parking Enclosure Works and common property to which the Car Parking Enclosure Works are erected or attached in a state of good and serviceable repair and/or replace the Car Parking Enclosure Works if considered necessary by the owners corporation.

Condition 4 – At all times

Permitted Purpose means for the sheltering of a motor vehicle.

Indemnify means the relevant 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 Car Parking Enclosure Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Car Parking Enclosure Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation upon request.

Liability means the relevant Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Car Parking Enclosure Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Remedy means the owners corporation's right to:

1. carry out all work necessary to perform that obligation,
2. enter upon any part of the parcel to carry out that work,
3. recover the costs of carrying out that work from the relevant Owner as a debt and include references of that debt on levy notices and any other levy reports or information) and the relevant Owner acknowledges that any debt for which the relevant owner is liable under this by-law, is due and payable on written demand or at the direction of the owners corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Condition 5

That the Owner of Lot 72 will remove the enclosure if and when Reece cease being lease of Lot 72 and the enclosure will be removed within 60 days notice issued by the Owners Corporation.

The car spaces will be returned to their original condition including line marking, removal of any electrical wiring and resurfacing the concrete floor if there are any holes in the slab.

SPECIAL BY-LAW 5

Lot 73 Exclusive Use

1. Exclusive use and special privilege rights

Subject to this Exclusive Use By-Law, the Owner of Lot 73 has, at their cost:

1. exclusive use of those parts of the Common Property located within Lot 73 where the Mezzanine Level is fitted and installed; and
2. the special privilege to:
 - i. retain the Mezzanine Level fitted and installed on the Common Property located within Lot 73; and
 - ii. retain the connection to services forming part of the Common Property, including without limitation, electricity and water services.

2. What are your obligations?

The owner of Lot 73 must, at their cost:

- i. Keep the Mezzanine Level which is fitted and installed in their Lot in good service and repair; and
- ii. Maintain, repair and, where necessary, replace that part of the Common Property where the Mezzanine Level is fitted and installed (excluding any structural maintenance or repairs unless those repairs are caused by the installation or retention of the Mezzanine Level or a breach by the Owner of Lot 73 of its obligations under this Exclusive Use By-Law); and
- iii. Pay all costs associated with the connection and use of services including, without limitation, for electricity and water, for the Mezzanine Level.

For the avoidance of doubt, the obligations on the Owner of Lot 73 under this by-law 2 apply from the date of installation of the Mezzanine Level in Lot 73.

3. Obligation of Owners Corporation

The Owners Corporation must carry out any structural maintenance and repairs to the Common Property areas the subject of this by-law other than any structural repairs arising from the installation or retention of the Mezzanine Level or a breach by the Owner of Lot 73 of this Exclusive Use By-Law, For the avoidance of doubt, the Owners Corporation has no responsibility or obligation of any kind with respect to the Mezzanine Level itself or the responsibilities of the Owner of Lot 73 referred to in by-law [#].2 above.

4. Amendment or repeal of by-law

The Owners Corporation may amend or cancel this Exclusive Use By-Law only by special resolution and with the written consent of the Owner of Lot 73.

5. Interpretation

For the purposes of this by-law, these words have the following meaning:

Mezzanine Level means the mezzanine structure erected in Lot 73 pursuant to development approvals DA0452/97 and DA06337/99 (and any modifications and variations from time to time) and includes all associated structures and services necessary for the use and operation of the mezzanine floor (including partitioning and services).

SPECIAL BY-LAW 6

Flooring

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

Flooring Works means the installation of hard surface flooring.

Insurance means:

- i. contractors all risk insurance in the sum of \$5,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
- ii. insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
- iii. workers compensation insurance, if required.

but does not include building insurance under Division 2 of the Strata Schemes Management Act 1996.

Lot means a lot in strata scheme 53094.

Owner or Occupier means the owner or occupier of a Lot.

Owners Corporation means the owners corporation created by the registration of strata plan registration no. 53094.

Required Documents means:

- i. existing plans, specifications, drawings;
- ii. proposed plans, specifications and drawings and manufacturer's details;
- iii. if the plans and drawings do not adequately describe the works, a description of the works;
- iv. in regards to Flooring Works:
 - (a) specifications and manufacturer's details for acoustic membrane regarding the installation of any hard surface flooring surfaces;
 - (b) specifications in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring; and
 - (c) specifications and manufacturer's details for waterproof membrane regarding the installation of hard surface flooring surfaces; and
- v. any other document reasonably required by the Owners Corporation.

Standard means the Building Code of Australia within the meaning of the Environmental Planning and Assessment Act 1979 and regulations, Australian Standards as set by standards Australia, and any standards or guidelines issued by an Authority.

Works mean the additions and alterations undertaken by an Owner or Occupier to their Lot and the common property as specified in the Required Documents and includes Flooring Works, but excludes the installation of smoke alarms and works permitted under special by-law 2.

1.2 In this by-law a word which denotes:

- i. The singular includes plural and vice versa;
- ii. Any gender includes the other genders;
- iii. Any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- iv. References to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

2.1 The Owner or Occupier must not install or carry out Works except in accordance with Part 3 of this by law.

PART 3

Conditions

3.1

(Repealed)

Flooring Works

3.2 An Owner or Occupier undertaking Flooring Works must:

- (a) install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot in accordance with registered By-law 14; and
- (b) if that Owner or Occupier is seeking to undertake the Works within the bathroom, kitchen, laundry and lavatory areas of their respective lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common properly areas or adjoining lots.

Before commencement

3.3 Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the Works;
- (b) obtain approval for the Works from the Owners Corporation which may be in the form of a by-law under section 52 and/or 65A of the Act granted to an Owner if the Works are likely to affected or interfere with the common property;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation.

During construction

3.4 Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contract details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;

- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (i) not vary the Works without first obtaining the consent in writing from the Owners Corporation

After Construction

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (d) comply with any requirement to lodge a building alteration plan in accordance with section 14 of the Strata Schemes (Freehold Development) Act 1973;
- (e) In regards to Flooring Works, provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents; and
- (f) Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

Enduring rights and obligations

3.6 The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) Must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

SPECIAL BY-LAW 7

Electronic Documentation

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

SPECIAL BY-LAW 8

Transportation of Goods & Bikes

PART 1

Powers & Duties of Owners Corporation

1. In addition to the powers, authorities, duties and functions conferred or imposed on the owners corporation pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions as follows:
 - (a) the power to make requirements to regulate the use of the common property in relation to moving goods over the common property including the common property lifts;
 - (b) the power to charge a Monetary Bond;
 - (c) the power to vary the amount of the Monetary Bond;
 - (d) the power to retain and apply the Monetary Bond as it sees fit;
 - (e) the power to collect the Monetary Bond before the transportation of goods and/or moving in or out commence;
 - (f) the duty of refund the Monetary Bond, less any attendance costs of the building manager or Executive Committee Representative, and subject to no damage

occurring to common property directly resulting from the transportation of good and/or the moving in or out;

- (g) the authority to delegate to a person nominated by the executive committee the function of assessing the extent of damage (if any) to the common property caused by the transportation of goods and /or the moving in or out and charge a fee for providing supervision services in respect to the moving of any goods;
- (h) the power to withhold all or any part of the Monetary Bond from the owner or occupier if the executive committee representative has assessed that damage to the common property has occurred due to the transportation of goods and/or the moving in or out;
- (i) the authority to apply so much of the Monetary Bond as is required to rectify the damage to the common property that (in the reasonable opinion of the executive committee representative) has been caused by the transportation of goods/and or the moving in or out;
- (j) the power to enter on to any part of the parcel to carry out the rectifications pursuant to this by-law;
- (k) the power to demand from the Owner or occupier any shortfall in the funds required to rectify the damage to common property in accordance with this by-law; and
- (l) the power to recover any sum due to it pursuant to this by-law as debt due.

PART 2

Conditions

2.1 An owner of Occupier must:

- (a) apply to the Owners Corporation (or Executive Committee or Building Manager) at least five days before any goods are to be transported through the common property & pay a monetary bond an amount of \$500.00 (which may be varied from time to time at the discretion of the Owners Corporation or the Executive Committee). The monetary bond is to be held by the Owners Corporation or its Representative to cover any damage to the common property & is refundable after completion of transportation, less any costs incurred as a result of said transport of goods;
- (b) ensure that the transportation of the goods is supervised by the owner, occupier or some other person advised to the owners corporation;
- (c) ensure that any tradesperson, delivery company, removalist, representative or the like comply with the terms of this By Law;
- (d) reimburse the owners corporation for any costs relating to the transportation of goods. These costs could likely include the attendance of the Building Manager to

fit protective Covers for the lift, protection for common property flooring and removal of protection;

- (e) Use only the lift designated by the Building Manager or Executive Committee Representative;
- (f) only carry out the transportation of goods between the hours of 9.00am & 4.00pm Mondays to Saturday;
- (g) ensure that the lift & common property is left in a clean & tidy state after the transportation has occurred & all garbage & containers relating to the move be disposed of in the appropriate waste containers in the park including the flattening of cardboard boxes & placement in the recycle bins;
- (h) not abandon or dump any furniture or large unwanted household items during the transportation & agree to meet any costs of removal should there be any items left on the common property;
- (i) not transport any items whilst another lot occupant is in the process of transportation;
- (j) properly ensure that the transportation of the goods does not interfere with or damage the common property or the property of another lot owner & if this occurs the owner must rectify that interference or damage within a reasonable time frame at their own cost;
- (k) transport all items through the front entry doors (Chalmers Street);
- (l) comply with any reasonable request from either the Building Manager or the Executive Committee Representative during transportation;
- (m) NOT under any circumstances transport a bicycle through the front entry of the building, lifts or any internal corridors of the Common Property;
- (n) NOT attach to or store a push bike on the Common Property;
- (o) only transport any bicycle through the garage entry;
- (p) apply to the Owners Corporation for permission to install a security locking device in a car space to secure a bicycle;
- (q) install only an Owners Corporation approved security;
- (r) install any approved locking device at the applicants expense;
- (s) agree to be responsible for the upkeep & maintenance of the security device & exempt the Owners Corporation from any liability in relation to the usage of the device;
- (t) the device to be fully within the air space of the designated parking space (lot air space);

- (u) agree that if a clocking device is installed in the car space it will not at any time interfere with the parking of any motor vehicle within that same car space such that it causes the vehicle to protrude onto the adjoining common property.
- 2.2 The Owners Corporation must deal with any application under clause 2.1 (a) in a timely manner;
- 2.3 The Monetary Bond required under clause 2.3 must be paid by the owner or occupier prior to any transportation of goods commencing and/or before moving in or out.
- 2.4 Any Monetary Bond paid will be refunded to the Owner or the occupier within 1 month of the conclusion of the transportation of goods and/or the moving out, as the case may require, less any amounts required to rectify any damage caused to common property as result of the transportation of good and/or moving in or out.
- 2.5 An Owner or Occupier transporting goods (whether or not lawfully performed or property authorised) and/or moving in or out indemnifies and shall keep indemnified the Owners Corporation against any loss or damage whatsoever and any personal injury or death arising from or in connection with:
- (a) any breach of the terms and conditions of consent in relation to the transportation of goods by the owner, occupier or any contractor engaged by the respective owner or occupier to perform the transportation of goods;
 - (b) any loss or damage arising out of, or in connection with, any personal injury, illness or death to any person or damage to any property or any other loss of any kind whatsoever caused or contributed to by the transportation of goods and/or the moving in or out by the respective owner or occupier or any contractor engaged by the respective owner or occupier;
 - (c) any negligence or wilful act or omission by the owner or occupier or any contractor engaged by the owner or occupier for or in connection with the transportation of goods and/or the moving in or out;
 - (d) any claim made against the owners corporation by on behalf of any person (or its officers, agents or personnel), or by any governmental or regulatory authority, in respect of any relevant legislation in relation to the transportation of goods;
 - (e) any penalty imposed for breach of any applicable law in connection with the transportation of goods;
 - (f) loss of damage to any plant, equipment, tools, appliances or other property owned, rented or hired by any person and used in the transportation of goods and/or the moving in or out;
 - (g) any person failing to comply with any legislative requirement applying to the owners corporation in respect of the transportation of goods or their maintenance and repair; and

- (h) any legal or strata management costs and expenses incurred by the owners corporation for or in connection with the transportation of Goods and/or the moving in or out.

PART 3

THIS IS BY-LAW TO PREVAIL

If there is any inconsistency between this by-law and the by-laws registered with the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 4

Definitions & Interpretation

4.1 Definitions

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

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

Building means the building situated at 188 Chalmers Street Surry Hills.

Building Manager means a person or corporation appointed by the owners corporation as either a caretaker or on site manager.

Goods means any furniture or large object (inclusive of crates, boxes and the like which contain any office furniture, equipment or supplies).

Lift means the common property lift allocated to an Owner or occupier for use in moving furniture and equipment in and out of the building.

Lot means any lot in strata plan No.53094.

Monetary Bond means the refundable monetary bond in an amount determined by the owners corporation from time to time payable to the Owners – Strata Plan No.53096 Pursuant to this by-law.

Owner means the owner of a lot.

Owners Corporation means the owners corporation created by the registration of strata plan registration No. 53094.

4.2 Interpretation

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

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

- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
and
- (d) references to legislation include references to amending and replacing legislation.

SPECIAL BY-LAW 9

Access to Roof Deck Area

Definitions

1. In this by-law:

Keys means security key cards which enable access to or from the roof deck area of Strata Plan No 53094.

The roof deck area means that part of the common property on level 6 of the building comprising a roof terrace with tables, chairs and plants, which has been renovated by the Owners Corporation use by owners, occupiers and their guests.

2. The Owners Corporation authorises its Executive Committee to resolve to de-activate the keys of any owner or occupier so as to prevent that owner and /or occupier having access to the roof deck area for such period as the Executive Committee determines to be reasonable in all the circumstances, in the event that the Executive Committee concludes that:
 - a. An owner or Occupier of a Lot has, while on the roof deck area, behaved in a manner that is offensive, reckless, dangerous, in breach of by-laws, or disturbs the peaceful enjoyment of Lots and common property by other owners and occupiers in Strata Plan No. 53094; Or
 - b. A guest of invitee of an owner of occupier of a Lot, has, while on the roof deck area, behaved in a manner that is offensive, reckless, dangerous, in breach of by-laws, or disturbs the peaceful enjoyment of Lots and common property by other owners and occupiers in Strata Plan No. 53094, whether or not the owner or occupier of the Lot was present at the time of that behaviour.
3. It is noted that Owners Corporation, at a duly convened general meeting of the Owners Corporation, shall be permitted to overrule or vary any decision made by the Executive Committee pursuant to clause 2 above, provided a motion to do so is included in the agenda of that general meeting.
4. 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:
 - a. The authority to determine from time to time the charges payable and other contributions for issue and of keys and remote control units by owners and occupiers of Lots.

- b. The authority to restrict the issue of keys and remote control units to common property areas and facilities to owners and occupiers of Lots to those who have complied with the conditions of use of keys determined from time to time by the Owners Corporation.
- c. The authority to keep a register of persons to whom keys or remote control units are issued, and to require (with which requirement an owner or occupier of a Lot must comply) the periodic return to the Owners Corporation of the keys or remote control units for the purpose of cataloguing and re-issue.
- d. The authority to alter the coding of keys and remote control units from time to time in order to maintain to improve security.
- e. The power and authority to engage consultants and contractors for these purposes.
- f. The power and authority to apply the funds of the Owners Corporation to these purposes where necessary.

SPECIAL BY-LAW 10

Prohibition Against Short-Term Leasing

1. An owner or occupier of a Lot must not permit the use of the Lot for residential purposes by lessee, tenant or occupier (other than the owner) unless:
 - (a) the lessee, tenant or occupier is party to a written tenancy agreement;
 - (b) the tenancy agreement is for a term of not less than 3 months; and
 - (c) the Owners Corporation has been provided by the owner or occupier with:
 - i. the name of the tenant
 - ii. a telephone number, postal address and email address for the tenant (if the tenant has an email address); and
 - iii. the commencement and termination date of the lease.
2. An owner or occupier of a Lot may not use the Lot or allow a Lot to be used as serviced apartment or for holiday accommodation.
3. For the purpose of this by-law, "holiday accommodation" means a lease, sub-lease or licence to use a Lot for accommodation for a period of less than three months by a person other than the owner of the Lot or relative or friend of the owner who is occupying the Lot without being liable to pay any rent or licence fee.
4. An owner or an occupier of a Lot may not use a Lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the

Environmental Planning & Assessment Act 1979 (NSW) or under any Act which supersedes or replaces that Act.

5. An owner or occupier of a lot shall not advertise that the Lot is available for a purpose of proscribed by this by-law.

SPECIAL BY-LAW 11

No Smoking on Common Property

Definitions

1. In this by-law:
 - a. Words importing the singular include the plural and vice versa.
 - b. Words importing a gender include any gender.
 - c. "Smoke" means light, smoke, hold or otherwise have control over ignited tobacco or any other substance that is intended to be smoked and is ignited.
2. An owner or occupier of a Lot shall not smoke on common property within Strata Plan No. 53094, including but not limited to common property hallways, entrance foyers, lifts, lobbies, fire stairs, the roof deck, the garage and parking areas, the rubbish room or the front entrance stairs, and shall not permit any occupier, visitor, invitee or entrant onto his or her Lot to do so either.
3. An owner or occupier of a Lot shall, upon observing or becoming aware that an occupier, visitor, invitee or entrant onto his or her Lot is smoking on common property within Strata Plan No. 53094, immediately require the person to cease smoking and to leave the common property within Strata Plan No. 53094 to smoke.
4. An owner of a Lot shall provide all prospective and existing tenants and licensees of his or her Lot with a copy of this by-law and shall include as a condition of the lease or licence, a requirement that the tenant or licensee comply with this by-law.
5. An owner or occupier of a Lot, or a visitor, invitee or entrant onto a Lot, is permitted to smoke within a Lot or on the balcony of a Lot.

SPECIAL BY-LAW 12

Non-Refundable Bond When Moving Into or Out of a Lot or Renovating a Lot

1. In this by-law, the following terms and definitions shall apply:
 - a. The singular includes the plural and vice versa.

- b. Words implying a gender encompass all genders.
 - c. "Lot" means a Lot in Strata Plan No. 53094;
 - d. "Renovation" means any works done within a Lot to alter, upgrade, repair or add to the Lot or any fixtures or fittings in the Lot, including works of a structural or non-structural nature or non-structural nature, and including, but not limited to, removing or replacing any wall or part of a wall, removing or replacing any floor coverings, removing tiles, laying new tiles, removing, altering or replacing any kitchen, laundry or bathroom appliances, cupboards, fixtures or fittings, installing, removing or replacing any built-in cupboards, windows, doors or awnings.
2. An owner or occupier of a Lot must not, either by himself, his agent, servant, employee or contractor, move into or out of a Lot in Strata Plan NO.53094 or carry out any renovation to a lot unless:
- a. the building manager is given at least 72 hours prior written notice of the date and time at which the move is to take place or the renovations is commence; and
 - b. the building manager or such other person as is nominated by the Owners Corporation has received payment of a non-refundable damages bond by bank cheque or electronic funds transfer of \$150, drawn in favour of the Owners-Strata Plan NO. 53094, or its nominee, to cover minor damage and wear caused to common property by the move or renovation ("the bond").
3. An owner or occupier of a Lot must comply with the directions given by the building manager in relation to the manner and route of movement of furniture and/or large item(s) or building materials and tools through or on common property, and must ensure that any agent, servant, employee or contractor of the owner or occupier of the Lot complies with those directions.
4. If an owner or occupier of a Lot fails to pay the bond prior to moving into or out of a Lot, or prior to commencing renovation work, the Owners Corporation shall be permitted to charge the bond to the Lot owner and recover the bond as a debt.
5. Such debt, if not paid at the end of one month after becoming due and payable, shall bear, until paid, simple interest at the same annul rate as applies to contributions levied by the Owners Corporation from time to time.
6. If an owner or occupier of a Lot, either by himself his agent, servant, employee or contractor, causes damage to any part of the common property by moving or transporting furniture and/or any large items through or on the common property in the course of moving into or out of a Lot or in the course of renovating a Lot, the Owners Corporation shall be entitled to recover from that owner or occupier, the costs incurred to repair that damage.
7. The bond payable pursuant to clause 2(ii) above is not refundable to a Lot owner or occupier by the Owners Corporation, and is intended to cover minor wear and tear caused to common property each time an owner or occupier moves into or out of a

Lot, or renovates a Lot, without the need for the Owners Corporation to prove each item of wear and tear caused by the move or the renovation.

SPECIAL BY-LAW 13

Bathroom/Laundry Waterproofing Membranes

1. For the purpose of this by-law:
 - a. Words importing the singular include the plural and vice versa;
 - b. Words importing a gender include any gender;
 - c. "Owner" means each of the owners from time to time of a Lot within Strata Plan No.53094; and
 - d. " Owners Corporation" means The Owners – Strata Plan No. 53094.
2. The Owners Corporation considers that it is appropriate for each Lot owner to maintain, renew, replace or repair the following common property:
 - a. Tiles on the floors and walls of, bathrooms, ensuites and laundries of all Lots; and
 - b. Waterproof membranes beneath floor and wall tiles in bathrooms, ensuites and laundries of all Lots (hereinafter called "tiling and waterproofing works").
3. The Owners Corporation considers that it would be appropriate for owners to choose when to carry out tiling and waterproofing works to suit their own convenience, or the convenience of any tenant or occupier of the Lot.
4. The Owners Corporation also considers that it would be appropriate for owners to choose their own wall and floor tiles when carrying out tiling and waterproofing works, rather than have the Owners Corporation choose tiles for use in an owner's Lot.
5. For the reasons set out above, the Owners Corporation considers that it is inappropriate for it to maintain, renew, replace or repair tiles and waterproofing membranes in bathrooms, ensuites, and laundries of Lots.
6. The Owner of a Lot is to maintain, renew, replace and repair, so as to keep in a state of good and serviceable repair:
 - a. tiles on the floors and walls of bathrooms, ensuites, and laundries within his or her Lot; and
 - b. waterproof membranes beneath floor and wall tiles in bathrooms, ensuites and laundries within his or her Lot.

7. The maintenance, renewal, replacement and repair of items of common property by an Owner, as required by clause 6 above, will not affect the safety of any building, structure or common property in the strata scheme and will not detract from the appearance of any property in the strata scheme.
8. An owner or occupier of a Lot shall notify the Owners Corporation in writing addressed to its strata managing agent prior to carrying out any riling and waterproofing works and shall provide to the Owners Corporation, prior to the commencement of those works, details of the brand and type of waterproofing membrane to be used below the tiles, and particulars as to the warranty to be provided by the supplier, manufacturer and/or installer of the membrane.
9. An owner or occupier of a Lot who intends to remove and or replace tiles in any bathroom, kitchen, ensuites or laundry of his or her Lot shall, prior to laying any new tiles or floor covering over the membrane, provide the Owners Corporation or its nominated waterproofer, with access to the Lot to inspect any new waterproofing membrane laid in the Lot prior to laying new tiles or other floor coverings over the membrane.
10. An owner or occupier of a Lot who removes tiles from any laundry, bathroom, or ensuites or his or her Lot shall, immediately upon completing the waterproofing and tiling works, provide the Owners Corporation with a copy of the waterproofing warranty.
11. All waterproofing and tiling works carried out by an owner or occupier in accordance with clause 6 above, shall comply with the provisions of the Building Code Australia and all pertinent Australian Standards which apply as at the date the tiling and waterproofing works are commenced.

SPECIAL BY-LAW 14

Lot 59 Works

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the Strata Schemes Management Act 2015 (NSW) have meaning given to them in that Act.
4. "The Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.
5. "The Lot" means lot 59 in Strata Plan No.53094.
6. "The Owner" means the owner or owners from time to time of the Lot.

7. "The Works" means the following works to be undertaken in relation to the Lot:
- (a) remove the existing tiles from the balcony of the Lot;
 - (b) joint seal the perimeter of the balcony of the Lot;
 - (c) apply fibreglass bandage to the perimeter of the balcony and all upturns;
 - (d) apply two coats of Duram Durabit EF latex based waterproofing membrane and allow to cure; and
 - (e) install new tiles on the balcony of the Lot.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed, and
- (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:
 - (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (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); and
 - (b) 5 days' notice in writing prior to the date of commencement of the Works.

Performance of Works

5. In performing the Works, the Owner must:
 - (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
 - (b) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (c) comply with all conditions and requirements of the local Council (if any);
 - (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
 - (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
 - (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
 - (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
 - (h) only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays);
 - (i) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out; and
 - (j) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

After the Works

6. After completion of the Works, the Owner must provide the Owners Corporation with copies of all membrane guarantees and warranties.

Damage

7. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

8. The owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

9. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
10. The owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lot for the purpose of carrying out the work referred to in clause 9 above.
11. All costs payable by the Owner pursuant to clause 9 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

12. The Owner must pay for the preparation, making and registration of this by-law.

SPECIAL BY-LAW 15

Lot 72 Car Parking Enclosure Works

A. DEFINITIONS

In this by law, the following definitions shall apply:

- a. "Works" means the installation of lockable enclosure to enclose two car parking spaces which form part of Lot 72, up to the underside of the ceiling above the two spaces, so the spaces can be used for storage purposes, and installation of a smoke detector in or adjacent to the enclosure, in a location to be determined by the Owner's Corporation's nominated fire safety contractor.
- b. "Owner" means the owners from time to time of Lot 72.
- c. Where any word used in this by-law is defined in the Strata Schemes Management Act 1996, it will have the same meaning as is attributed to that word by the Act.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to erect and keep the Works to and on two of the Lot 72 parking spaces; and

- (b) the exclusive use of those parts of the common property occupied by the Works or to which the Works are affixed or attached.

For the purpose of this by-law it is noted that the Works have been carried out prior to the approval of this by-law, pursuant to special by-law 6.

C. CONDITIONS

Maintenance

1. The Owner must properly maintain:
 - (a) and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
 - (b) and keep the Works including the smoke detector, in a state of good and serviceable repair and must replace the Works as required from time to time.
 - (c) the enclosure in a neat and tidy condition and must not store any inflammable chemical, liquid or gas or other inflammable material within enclosure.

Approvals

2. The Owner must obtain approval for the performance of the Works from:
 - (a) The relevant consent authority under the Environmental Planning and Assessment Act 1979 (if necessary); and
 - (b) Any other relevant statutory authority whose requirements apply to the Works.

Keys

3. The Owner must provide the building manager of Strata Plan No. 53094 with a key or keys to access all locks on the enclosure, and provide the building manager with any new keys to those locks immediately upon any locks on the enclosure being changed.

Insurance

4. The Owner must obtain contractors' all risks insurance or public liability insurance for cover of not less than \$10 million prior to carrying out any repair or maintenance work to the Works, and prior to the removal of the enclosure and insurance against fire and theft in respect of the enclosure and its contents while the enclosure remains in place.

Performance of Works

5. In performing any repair, maintenance or removal works to the enclosure, the owner must:
 - (a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;

- (b) protect all areas of the building outside the Lot 72 parking spaces from by the repair, maintenance and removal works or by the transportation of construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (c) remove all debris resulting from the works immediately from the building;
- (d) comply with the requirements of the Owners Corporation and any relevant statutory authority connecting the repair, maintenance and removal of the enclosure; and
- (e) provide 14 days' prior notice in writing to the Executive Committee setting out details of proposed repair, maintenance and removal works, prior to carrying out any such works.

Liability

- 6. The Owner shall be liable for any damage caused to any part of the common property or to the property of an owner or occupier of another Lot as a result of the erection or attachment of the Works to the common property, and the repair, maintenance, replacement or removal of the enclosure, and will make good that damage immediately after it has occurred.

Indemnify

- 7. The Owner shall indemnify the Owners Corporation all loss and damage the Owners Corporation suffers as a result of the repair, maintenance, replacement or removal of the enclosure or the Works.

Statutory Directions

- 8. The Owner at his/her/its cost, must comply with all directions, orders and requirements for all relevant statutory authorities in relation to the enclosure and the Works, including the local Council and any Court or Tribunal, and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owner's Fixtures

- 9. The Works shall remain the Owner's fixtures.

Right to Remedy Default

- 10. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.

Costs of registration of by-law

11. The Owner shall pay for the registration of this by-law.

SPECIAL BY-LAW 16

Recover of Costs Incurred by Fire Alarms

Preamble-introduction

This is a by-law made for the control, management, administration, use and enjoyment of Lots and common property. The by-law is made because of the expense being incurred by the Owners Corporation as a result of Fire & Rescue or fire monitoring contractors attending false alarms at the scheme, and to repair damage caused to common property to access a Lot by Fire & Rescue to extinguish a fire within the Lot. The effect of the by-law is to enable the Owners Corporation, in certain circumstances, to recover the cost incurred from the owner of a Lot from whence a false alarm originates or to which Fire & Rescue obtained access.

Definitions and interpretation

In this by-law:

1. "False alarm charge" means a charge made upon the Owners Corporation by NSW Fire & Rescue or a fire monitoring contractor retained by the Owners Corporation, for attending a false alarm, including the costs of reading the fire control panel records at the strata scheme.
2. "False alarm" means a fire alarm that is triggered by negligence or carelessness by the occupier or invitee of an occupier of a Lot.
3. For the purposes of this by-law the terms negligence and/or carelessness include but are not limited to a fire alarm being activated by steam or heat from cooking or burning food, smoking, steam or heat from a shower and/or carrying out works in a lot.
4. Words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the Strata Schemes Management Act 2015 have the meaning given to them in that Act, as amended from time to time.

Terms

5. 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 the satisfaction of the Fire & Rescue or a fire monitoring contractor engaged by the Owners Corporation, to have originated from a particular Lot, where that false alarm was triggered by negligence or carelessness by the occupier or an invitee of an occupier of that Lot.

6. For the purpose of this by-law, the Owners Corporation shall be entitled to assume that a false alarm occurred within a lot if NSW Fire & Rescue or a fire monitoring contractor engaged by the Owners Corporation advises the Owners Corporation that a false alarm occurred within a particular Lot.
7. The Owner of a Lot will be liable to compensate the Owners Corporation in respect of the cost of repairing common property, including doors and windows to the Lot, which are damaged or destroyed by NSW Fire & Rescue in order to gain entry to the Lot to extinguish a fire which commenced within the Lot.
8. For the purpose of this by-law, the Owners Corporation shall be entitled to assume that a fire commenced within a particular Lot if NSW Fire & Rescue or a fire monitoring contractor engaged by the Owners Corporation advises the Owners Corporation that a fire commenced within that Lot.
9. The Owners Corporation shall be entitled to levy a payment from an Owner to compensate it for any false alarm charge in accordance with this by-law, and to compensate it for the cost of repairing common property in accordance with this by-law.
10. The Owners Corporation may levy a payment as charge on an owner of a Lot by serving written notice on the Owner.
11. A charge if 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% or such other rate as is prescribed from time to time by the Strata Schemes Management Regulation 2016 or such regulation as supersedes that Regulation.
12. The Owners Corporation may recover as debt a charge not paid at the end of one month after it becomes due and payable together with interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW 17

Occupancy Limits

1. In this by-law, the following terms and definitions shall apply:
 - (a) Words importing the singular include the plural and vice versa;
 - (b) Words importing a gender include any gender;
 - (c) Words defined in the Strata Schemes Management Act 2015 (NSW) have the meaning given to them in that Act;
 - (d) "The Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time;
 - (e) "The Regulations" means the Strata Schemes Management Regulation 2016 (NSW) as amended from time to time;

- (f) "Lot" means any and all respective lots in Strata Plan No. 53094; and
 - (g) "Bedroom" means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval and include any other room prescribed by the Act or Regulations as a bedroom.
2. An owner or occupier of a Lot must not permit more than 2 adults per Bedroom to reside in the Lot at any time.
 3. In accordance with Regulation 36 of the Regulation, this by-law has no effect if all of the adults who reside in the Lot are related to each other.
 4. An owner or an occupier of a Lot shall not use a Lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the Environmental Planning & Assessment Act 1979 (NSW) or under any Act which supersedes or replaces that Act.
 5. An owner occupier of a Lot shall not advertise, or allow to be advertised, that a Lot is available for a purpose prohibited by this by-law.

SPECIAL BY-LAW 18

Air Conditioning Installation in All Lots

A. DEFINITIONS

In this by-law, the following definitions and meanings shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the Strata Schemes Management Act 2015 (NSW) have meaning given to them in that Act.
4. "The Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.
5. "The Lot" means lot 59 in Strata Plan No.53094.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "Air-conditioning unit" means a split system air-conditioning unit and all components of an air-conditioning unit include a condenser, compressor, and all ancillary wiring, ducting, controls and other ancillary fixtures and fittings necessary for the ordinary operation of the air-conditioning unit.
8. "The Works" means:

- (a) installation of an air-conditioning unit in an internal wall of the Lot;
- (b) installation of an associated condenser unit to be located in a position to be approved by the Strata Committee prior to the commencement of the Works;
- (c) core hole drilling through an external wall of the Lot to connect the condenser unit to the internal components of the air-conditioning unit;
- (d) installation of interconnecting pipework and control wiring running from the condenser unit and to the air-conditioning unit in the Lot; and
- (e) installation of general power outlets as are necessary to operate the air-conditioning unit.

B. GRANT OF RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to attach and affix the air-conditioning unit to and on the common property and keep them so attached and affixed; and
- (b) the exclusive use of those parts of the common property to which the air-conditioning unit is directly attached or affixed, or occupied by the air-conditioning unit.

Notation : In the event that an Owner has installed an air-conditioning unit to service his or her Lot prior to the date of this by-law and without the approval of the Owners Corporation, the Owner shall comply with all conditions of this by-law other than Conditions C4, C5 and C6, but in the event that the Owner replaces an air-conditioning unit in future, the Owner shall also comply with Conditions C4, C5 and C6 in relation to the installation of the replacement air-conditioning unit.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time and any resolution of the Owners Corporation under Section 106(3) of the Act the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the works

4. Before starting the Works, the Owner must obtain the written consent of the Strata Committee, which shall not be unreasonably withheld, provided that the Owner makes a written application to the Strata Committee seeking consent to Carry out the Works which includes:
 - (a) the model and specifications of the air-conditioning unit to be installed;
 - (b) the proposed location of the condenser unit to be installed; and
 - (c) the proposed route and location of any cables, pipes, and power outlets to be installed.

5. Before starting the Works, the Owner must provide the Owners Corporation with:
 - (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (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 \$20,000,000);
 - (b) 5 days' notice in writing prior to the date of commencement of the Works;
 - (c) details of the proposed duration and times of the Works;
 - (d) details of the persons carrying out the Works, including qualifications to carry out the Works; and
 - (e) arrangements to manage any resulting rubbish or debris.

Performance of works

6. In performing the Works, the Owner must:
 - (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
 - (b) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (c) comply with all conditions and requirements of the local Council (if any);
 - (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
 - (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporations;
 - (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;

- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (h) only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays);
- (i) only perform Works involving the use of jackhammers or percussion instrument tools between the hours of 8:00am and 3:00 pm from Monday to Friday
- (j) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out;
- (k) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins;
- (l) comply with the manufacturer's specifications in relation to the installation of the air-conditioning unit;
- (m) ensure that the installation is done to ensure that the air-conditioning unit will not produce offensive noise when functional; and
- (n) ensure that the disposal of any condensation and run-off from the air-conditioning unit is installed so as to not cause nuisance to another Owner or Occupier or damage to another Lot or the common property.

After the works

7. Within 14 days of completion of the Works, the owner must provide the Owners Corporation with plans identifying the location of the electrical services which have been altered during the course of the Works.
8. The Owner must comply with Regulation 45 of the *Protection of the Environment Operations (Noise Control) Regulation 2017 (NSW)* and all Amendments to that Regulation, and to any Act or Regulation which supersedes that Regulation, in relation to the hours of operation of the air- conditioning unit.
9. The Owner may remove the air-conditioning unit, and after doing so must restore the common property to the condition it was in prior to the installation of the air-conditioning unit.
10. The Owner must comply at his or her own expense with any requirement or order of the local Council, or other authority, tribunal or court having jurisdiction, concerning the air-conditioning unit.
11. The Owner, at his or her own expense, must effect any necessary adjustment or modification of the air-conditioning unit or of its manner of installation so as to prevent the unreasonable disturbance by the air-conditioning unit of the owner or occupier of another Lot.

Damage

12. The Owner must repair promptly any damage caused or contributed to by the Works or by the failure to repair and maintain the Works, including damage to The property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

13. The owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, including the use, repair, maintenance, renewal and replacement of the Works.

Right to Remedy Default

14. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
15. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred in clause 14 above.
16. All costs payable by the Owner pursuant to clause 14 above, shall be payable as a debt due to the Owners Corporation.

SPECIAL BY-LAW 19

Keeping of Animals

DEFINITIONS

1. In this by-law, the following definitions and meanings shall apply:
 - (a) Words importing the singular include the plural and vice versa
 - (b) Words importing a gender include any gender:
 - (c) Words defined in the *Strata Schemes Management Act 2015* have the meaning given to them in the Act;
 - (d) "The Act" mean the *Strata Schemes Management Act 2015*(NSW) as amended from time to time;

- (e) "Lot" means any all respective lots in Strata Plan No. 53094
 - (f) "Small Animal" means a cat or a small dog; and
 - (g) "Small Dog" means a dog that, when fully grown, does not or will not weigh more than 15 kilograms or be greater in height than 55 centimetres. For the purpose of this by-law, the height of a dog is to be measured while the dog is standing on a level surface on all of its legs, with the height to be calculated from the surface on which the dog is standing to the top of the dog's withers.
2. Subject to the terms of this by-law, an owner or occupier of a Lot shall be permitted to keep on Small Animal within the Lot.
 3. An owner or occupier of a Lot must not keep any animal in a Lot or permit any animal to be brought into a Lot or onto the common property, except as permitted by this by-law.
 4. In the event that a small Animal kept within a Lot repeatedly disturbs the peaceful enjoyment of owners or occupants of Lots in the use and enjoyment of their Lots and common property, the Strata Committee is hereby authorised to resolve to direct the owner or occupier of the Lot to remove the Small Animal from the Lot and not permit it to be kept there or brought into the Lot or onto common property, and the Lot owner or occupier shall immediately comply with that direction.
 5. Nothing in this by-law shall prohibit or restrict the keeping in a Lot of an Assistance animal (as referred to in Section 9 of the *Disability Discrimination Act 1992* of the Commonwealth) used by an owner or occupier of a Lot as an assistance animal or the use of an assistance animal for that purpose by a person on a lot or common property, provided that the owner or occupier provides the Strata Committee with evidence that the animal has been trained and is being used to assist or alleviate a disability.
 6. An or occupier of a Lot who keeps a Small Animal in the Lot shall:
 - (a) not allow the Small Animal to disturb the peaceful enjoyment of Lots or common property by other owners or occupiers;
 - (b) take such action as may be necessary to clean all areas of the Lot or the common property that are soiled by the Small Animal;
 - (c) while entering or leave the property with any Small Dog, keep the Small Dog on a leash or carry it while on common property; and
 - (d) not permit the Small Animal to enter the common property except for the purpose of entering or leaving the Lot of the owner or occupier who is keeping the Small Animal in his or her Lot.

SPECIAL BY-LAW 20

Storage Cupboards

DEFINITIONS

1. In this by-law, the following definitions and meanings shall apply:
 - (a) Words importing the singular include the plural and vice versa;
 - (b) Words importing a gender include any gender;
 - (c) Words defined in the *Strata Schemes Management Act* have the meaning given to them in that Act;
 - (d) "The Act" means the *Strata Schemes Management Act 2015(NSW)* as amended from time to time;
2. Subject to the terms of this by-law, an owner or occupier of a Lot which included a level parking space as part of the Lot, shall be permitted to apply to the Strata Committee for approval to install a storage cupboard against the rear wall of the parking space provided:
 - (a) the rear wall of the parking space is a concrete wall from floor to ceiling and has no fire safety equipment, pipes, railings, grilles, or other common property infrastructure attached to, above or within the wall;
 - (b) the parking space Lot is not less than 14 square metres in area;
 - (c) the parking space runs lengthways towards the concrete wall at the rear of the parking space so that a vehicle is to be driven into the space towards the rear wall or reversed into the parking space towards the rear wall.
3. An Owner or Occupier of a Lot must not attach a storage cupboard to any Common property wall, floor or ceiling slab.
4. The Strata Committee shall only approve an Owner or Occupier installing a storage cupboard on his or her parking space Lot if it is satisfied that the storage cupboard will not inhibit use parking spaces by motor vehicles, including the Owner or Occupier's parking space and all adjoining parking spaces.
5. The Owner of the Lot upon which a storage cupboard is installed is to indemnify the Owners Corporation against any and all liability arising from the installation, maintenance and use of the storage cupboard.
6. The storage cupboard is to be freestanding (that is, it must not be affixed to a wall, floor or ceiling) and the Owner of the Lot must move the storage cupboard for access to Common Property at the request of the Strata Committee on 48 hours' prior notice, at the Owner's Cost.
7. The storage cupboard must be kept wholly within the Owner's car parking space Lot and must met the following criteria:

- (a) The storage cupboard must not in any way be placed in front of or overlap in any way a ventilation grille. This includes the open-air grilles located on the eastern and western sides of the carparking areas.
 - (b) The top of storage cupboard must be at least 500mm from the underside of all fire protection sprinkler heads.
 - (c) The storage cupboard must not be installed on a parking space Lot that is positioned on a slope.
 - (d) The width of the storage cupboard must not exceed the width of the Owner's car park and depth must not exceed 1 meter.
 - (e) After the storage cupboard has been installed, the remaining length of the car space must be no less than 5.5 metres (unless the cupboard is an over-bonnet style storage cupboard).
 - (f) The storage cupboard must be fully enclosed and be of commercial quality, and must be made from powder-coated aluminium or steel and be white in external colour.
 - (g) Must not be a cage or other storage unit where the contents are visible when the cage **air** unit is enclosed.
8. An Owner or Occupier is prohibited from storing within a storage cupboard any illegal product, any flammable item, gas bottle, aerosol can, petrol, or perishable goods.
9. The Owner or Occupier hereby authorises the Owners Corporation to remove from a parking space Lot any storage cupboard that does not comply with the terms and conditions contained in this by-law.

SPECIAL BY-LAW 21

Lot 70 Vergola Installation

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

- 1. Words importing the singular include the plural and vice versa
- 2. Words importing a gender include any gender:
- 3. Words defined in the *Strata Schemes Management Act 2015* have the meaning given to them in the Act;
- 4. "The Act" mean the *Strata Schemes Management Act 2015*(NSW) as amended from time to time;
- 5. "Lot" means any all respective lots in Strata Plan No. 53094

6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Plans" means the illustrative drawings prepared by Vergola (NSW) Pty Ltd, marked "A", and annexed to the notice of meeting at which this motion is to be considered.
8. "The Works" means the installation of a Vergola louvre roof system on the balcony of the Lot, to be in the colour of woodland grey, as illustrated in the Plans, and including the installation of the following:
 - (a) 250mm x 75mm beams, to be powder coated steel C-Pulin, marine grade;
 - (b) 100mm x 100mm square post support, to be powder coated stainless steel, attached to the existing masonry wall;
 - (c) Colorbond Vergola internal gutters and linings;
 - (d) Colorbond Vergola Operable Louvres;
 - (e) Colorbond Vergola external beams and wall flashings;
 - (f) two 12V motors and drive mechanisms;
 - (g) a Vergola V5000A electronic controller and operating system with remote control, battery backup and rain sensor;
 - (h) a 65mm round PVC down pipe to discharge onto the balcony;
 - (i) a 240V- 10 Amp GPO in the vicinity of the frame, for Vergola electronic controller; and
 - (j) four down lights fitted to the centre beam.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owners will have:

- (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
- (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:
 - (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (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)
 - (b) a copy of the certificate of insurance relating to the works, under Section 92 of the Home Building Act 1989 if the value of the works exceeds \$20,000;
 - (c) if the Works are not an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 208, a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes, and for that purpose, the Owners Corporation shall execute under seal any development application required to be lodged by the Owner under the Environmental Planning & Assessment Act 1979 provided such development application seeks approval of the Works as defined in clause A8 above;
 - (d) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
 - (e) 5 days' notice in writing prior to the date of commencement of the Works;
 - (f) Details of the proposed duration and times of the Works;
 - (g) Details of the persons carrying out the Works, including qualifications to carry out the Works; and
 - (h) Arrangements to manage any resulting rubbish or debris.

Performance of Work

5. In performing the Works, the Owner must:

- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- (b) comply with the Building Code of Australia and all pertinent Australian Standards;
- (c) comply with all conditions and requirements of the local Council (if any);
- (d) not allow the obstruction or reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
- (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed the Owners Corporation;
- (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works.
- (h) Only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays)
- (i) Only perform Works involving the use of jackhammers or percussion instrument tools between the hours of 8:00 am and 3:00 pm from Monday to Friday;
- (j) Remove all debris generated by the Works from the common property at the conclusion of each day during which Works are being carried out; and
- (k) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

After the Works

- 6. After completion of the Works, the Owner must provide the Owners Corporation with:
 - (a) a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979; and
 - (b) plans identifying the location of electrical services altered during the course of the Works.

Damage

- 7. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

8. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

9. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
10. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C9 above.
11. All costs payable by the Owner pursuant to clause C9 above, shall be payable as debt due to the Owners Corporation.

Costs of by-law

12. The Owner must pay for the preparation, making and registration of this by-law.

SPECIAL BY-LAW 22

General Renovation Protocol

A. DEFINITIONS

1. In this by-law:-
 - (a) Words importing the singular include plural and vice versa;
 - (b) Words importing a gender include any gender;
 - (c) "The Act means the Strata Schemes Management Act 2015 (NSW) as amended from time to time;
 - (d) "The Regulations" means the Strata Schemes Management Regulation 2016 (NSW) as amended from time to time.
 - (e) "Common Property" means the common property within Strata Plan No 53094;
 - (f) "Owner" means the owner or owners from time to time of a Lot in Strata Plan No. 53094.

- (g) "Minor Renovations" has the meaning given to that term in Section 109 of the Act.
- (h) "Cosmetic Work" has the meaning given to that term in Section 109 of the Act.
- (i) "Major Works" means any works that are not Minor renovations or Cosmetic Works or otherwise regulated by another By-Law and which includes but is not limited to works which:
 - i. require a by-law under Section 142 of the Act or a special resolution under Section 108 of the Act;
 - ii. interfere with the support or shelter provided by a Lot, for another Lot, or for the common Property;
 - iii. alter any electrical, plumbing, drainage, gas or other service in or to a Lot;
 - iv. affect the Common Property by attaching or affixing something to it, adding to it, removing part of it or altering it;
 - v. affect the structure of a Lot, including but not limited to the removal of or installation of any walls or columns with in a lot: and/or
 - vi. involve waterproofing.
- (j) "Works" means Minor Renovations and Major Works collectively.

B. CONDITIONS

Approval to carry out works

1. An Owner may carry out Cosmetic Work without the approval of the Owners Corporation in accordance with Section 109 of the Act.
2. An Owner must comply with Special By-Law Bathroom Renovation Works unless the proposed bathroom renovation works are not accurately described by Clause A7 of that By-Law, in which case such works shall be deemed to be Major Works.
3. An Owner must comply with Special By-Law Air-Conditioning Installation Works, unless the proposed air-conditioning installation works are not accurately described by Clause A8 of that By-Law 5, in which case such works shall be deemed to be Major Works.
4. An Owner shall no carry out any Minor Renovations until the Owners Corporation has approved the Minor Renovation by ordinary resolution at a duly convened general meeting, in accordance with the requirements of the Act.
5. An Owner or occupier shall not carry out any Major Works until the Owners Corporation has approved by special resolution a by-law to permit and regulate the proposed Major works at a general meeting, in accordance with the requirements of the Act.

6. Any application to the Owners Corporation by an Owner or occupier of a lot for approval to carry out Works, must be in writing and be accompanied by plans and specifications for the Works, details of the dates and times during which the work is to be carried out, means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building while the Works are carried out.
7. If the proposed Works involve the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the Owner or occupier shall provide to the Owners Corporation, drawing and certification from a practising structural engineer in favour of the Owners Corporation that the proposed Works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for purposes of the proposed Works.
8. The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the Owner pursuant to clause 6 of this by-law and to inspect Works. The Owner shall pay that independent engineer's fees on demand.
9. If the proposed Works involve the installation or replacement of a waterproofing membrane or flashing, the Owner or occupier must provide the Owners Corporation with written details of the membrane or flashing to be installed and a warranty to be provided by the manufacturer and installer.
10. If the proposed Works involve the installation of floor coverings or flooring other than carpet ("hard flooring"), the Owner must:
 - (a) provide the Owners Corporation with a floor plan outlining the proposed location of the hard flooring, identifying where carpet is being replaced by hard flooring;
 - (b) provide the Owners Corporation with details of the proposed acoustic underlay; and
 - (c) ensure that the finished floor has a weighted impact sound level (L_{nt,w} + C₁) reading of not more than 62 decibels, in accordance with requirements of the Building Code of Australia.
11. If the Works shall involve the use of jackhammers or percussion instrument tools, the Owner shall provide the Owners Corporation with a dilapidation report as to the condition of the Common Property and each Lot that is immediately adjacent to (above, below or beside) the Owner's Lot, at his own cost, prior to the commencement of the Works, if requested to do so by the Owners Corporation
12. An Owner shall take all reasonable steps during the course of carrying out the Works to cover Common Property floors, carpets, walls and doors so as to protect them from damage, dust and soiling.
13. An Owner shall not be permitted to install or construct a kitchen, bathroom or laundry above any part of a bedroom, living room or lounge room of a Lot below.

Before the Works

14. Before starting the Works, the Owner must provide the Owners Corporation with:
- (a) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - (b) a copy of any requisite construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979*;
 - (c) a copy of any requisite certificate of insurance relating to the performance of the Works under Section 92 (2) of the *Home Building Act 1989*, if the value of the Works exceeds \$20,000;
 - (d) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$20,000,000 per event, with an insurance office of repute (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); and
 - (e) 5 days' notice in writing prior to the date of commencement of the Works;
 - (f) details of the work, including copies of any plans;
 - (g) duration and times of the work,
 - (h) details of the persons carrying out the work including qualifications to carry out the work, and
 - (i) arrangements to manage any resulting rubbish or debris.

The Works

15. In undertaking the Works, the Owner must by himself, his agents, servants and contractors must:
- (a) use best-quality and appropriate materials, in a proper and skilful manner;
 - (b) comply with all conditions and requirements of the local Council;
 - (c) comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
 - (d) comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause 8 of this by-law;
 - (e) permit the Owners Corporation's independent engineer access to the lot during the course of the Works for the purposes described in clause 8 of this by-law;
 - (f) comply with any plans and specifications submitted to the Owners Corporation;
 - (g) not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles or debris;
 - (h)

- (i) carry out the Works between 7:30 am and 5:30 pm from Monday to Friday, and between 8:00 am and 1:00 pm on Saturday (excluding public holidays or such other times as may be precluded by any conditions imposed by the Council or any other competent authority);
- (j) comply with the terms of any approval given by the Owners Corporation under this by-law, any relevant by-law under section 142 of the Act, or a special resolution under Section 108 of the Act;
- (k) transport all building materials equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
- (l) remove all tools, building materials and debris from the Common Property at the end of each day during the course of the Works;
- (m) clean all dirt, dust and debris from Common Property at the end of each day during the course of the Works, and at the conclusion of the Works, to the reasonable satisfaction of the Owners Corporation;
- (n) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins; and
- (o) cause as little inconvenience as reasonably possible to other Owners and occupiers.

After the Works

16. After completion of the Works, the Owner must provide the Owners Corporation with:
- (a) notice that the works have been completed;
 - (b) notice of any damage caused by the Works to any other Lot or common property;
 - (c) a copy of any requisite compliance certificate for the Works under Part4A of the *Environmental Planning & Assessment Act 1979*;
 - (d) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works; and
 - (e) copies of all membrane and flashing guarantees and warranties.

Maintenance

17. The Owner must maintain the additions installed in the course of the Works(including any membranes and flashings) in a state of good and serviceable repair, and must renew or replace them when necessary.
18. The owner must exercise any guarantees or warranties provided to him in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage

19. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the strata scheme.

Indemnity

20. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Insurance

21. The Owner must apply the proceeds of a claim in respect of insurance referred to in clause 14(c) of this by-law to the repair or completion of the Works, or to reimbursement for their prior repair or completion.
22. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause 14(c) or 14(d) of this by-law.

Right to Remedy Default

23. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
24. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lot for the purpose of carrying out the work referred to in clause 23 above.
25. All costs payable by the Owner to clause 23 above, shall be payable as a debt due to the Owners Corporation.
26. The Owners Corporation shall pay all expenses incurred in the preparation, making, and registration of this-by law.