

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW**



AP96376J

New South Wales
Strata Schemes Management Act
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** For the common property
CP/SP69174

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- (C) The Owners-Strata Plan No. 69174 certify that a special resolution was passed on 18/12/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special by-law 59
Amended by-law No. NOT APPLICABLE
as fully set out below:

See Annexure "A" attached hereto.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 69174 was affixed on 27 FEBRUARY 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *JH*
Name: JULIE HEANES
Authority: STRATA MANAGER 27/2/19

Signature: *KF*
Name: KAHLI FIGUEIRAS
Authority: WITNESS 27/2/19



"A"

STRATA PLAN NO 69174

**Address: 4 Grandstand Parade, Zetland NSW 2017
By-Laws**

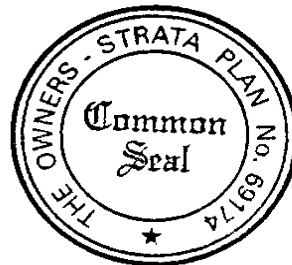


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1. Dictionary

1.1 Meaning of words

Words in italics are defined terms. Defined terms (in any form) mean:

- (a) **Building Works** – works, alterations, additions. Damage, removal, repairs or replacement of:
- (i) common property structures, including the common property walls, floor and ceiling enclosing your lot. Common property walls include windows and doors in those walls;
 - (ii) the structure of your lot;
 - (iii) the internal walls inside your lot (eg a wall dividing two rooms in your lot);
 - (iv) common property services; or
 - (v) services in Nova, whether or not they are for the exclusive use of your lot.

Building works include altering or removing an inter-tenancy wall according to by-law 17. Building works exclude:

- (i) minor fit out works inside a lot; and
- (ii) works or alterations to the interior of common property walls enclosing a lot (eg hanging pictures or attaching items to those walls).

(b) **Carspace**

- (i) a carspace that forms part of a lot; and
- (ii) a carparking spot.

(c) **Carparking Spot** – a car space in common property which is the subject of an exclusive use by law.

The carparking spots are shown in the strata plan. There are 14 carparking spots in Nova. These are identified in the strata plan for Nova as VI to V7 (inclusive), VI2 to V18 (inclusive) and V20.

See by-law 24 for more information.

(d) **Car Space Common Property** – a car space forming part of a lot or comprised in a lot within the Strata Plan.

- (i) common property in Nova; and
- (ii) personal property of the owners corporation.

(e) **Developer** – Waltcorp Projects Pty Limited (ACN 093 199 387) and its assigns.

(f) **Executive Committee** – the executive committee of the owners corporation.

(g) **Exclusive Use By-Laws** – by-laws granting owners exclusive use and special privilege rights over common property according to division 4, chapter 2 in part 5 of the Management Act.

- (h) **External Air-Conditioning Motor Unit** – an external air-conditioning motor unit for a split system air-conditioning system.
- (i) **Garbage Room**
 - (i) the garbage rooms located in common property which are used by owners and occupiers in Nova; and
 - (ii) the equipment and machinery placed or installed in the garbage room by the owners corporation or when the strata plan for Nova was registered.

The location of the garbage room is shown on sheet 4 of the strata plan for Nova as "garbage 1" and "garbage 2".

See by-law 15 for more information.
- (j) **Government Agencies** – a governmental or semi-governmental administrative fiscal or judicial department or entity.
- (k) **Hatch** – the hatch that forms part of the common property roof of the building for Nova which is:
 - (i) above lot 42; and
 - (ii) shown on the location plan as "HATCH"; and
 - (iii) the subject of an exclusive use by-law.
- (l) **Inter-tenancy Wall** – a common property wall between two lots. See by-law 17 about making alterations to or removing inter-tenancy walls.
- (m) **Internal Air-Conditioning Motor Unit** – the internal air-conditioning motor unit for a split system air-conditioning system.
- (n) **Location Plan** – the location plan on pages 34 to 36 of the by-laws.
- (o) **Lot** – a lot in Nova and includes any part of a lot intended to be used as a storage space and carspace.
- (p) **Management Act** – *Strata Schemes Management Act 1996 (NSW)*.
- (q) **Marketing Activities** – marketing activities in connection with the sale or lease of property in Nova or any other development carried out by the developer (or an associated entity of the developer) within Victoria Park in Zetland, Sydney.
- (r) **Nova** – strata plan no. 69174.
- (s) **Occupier Owner** – the occupier, lessee or licensee of a lot.
 - (i) the owner for the time being of a lot;
 - (ii) if a lot is subdivided or re-subdivided, the owners for the time being of the new lots;
 - (iii) for an exclusive use by-law, the owner(s) of the lot(s) benefiting from the by-law; and
 - (iv) a mortgagee in possession of a lot.
- (t) **Owners Corporation** – The Owners- Strata Plan No. 69174.

- (u) **Roof Area A** – that part of the common property roof of the building for Nova which is:
 - (i) above lot 42; and
 - (ii) the area hatched and shown on the location plan as "Metal Frame and also indicated by the symbol "(Z)": and
 - (iii) the subject of an exclusive use by-law.See By-Law 25 for more information.
- (v) **Roof Area B** – that part of the common property roof of the building for Nova which is:
 - (i) adjacent to the southern wall of lot 67; and
 - (ii) the area cross-hatched and shown on the location plan as "Metal Frame (Y)": and
 - (iii) the subject of an exclusive use by-lawSee by-law 26 for more information.
- (w) **Rules** – rules made by the owners corporation according to by-law 29.
- (x) **Security Key** – a key, magnetic card or other device or information used in Nova to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

See by-law 22 for more information.
- (y) **Storage Space** – a storage space in common property which is the subject of an exclusive use by-law.

The storage spaces are shown in the strata plan. There are 15 storage spaces in Nova. These are identified in the strata plan for Nova as S1 to S15.

See by-law 23 for more information.
- (z) **Strata Manager** – the person appointed by the owners corporation as its strata managing agent under section 27 of the *Management Act*. If the owners corporation does not appoint a strata managing agent, strata manager means the secretary of the owners corporation.
- (aa) **Visitor** means a caller or guest but does not include occupiers.
- (bb) **Occupier** means a person whose principal place of residence is within a lot.
- (cc) **Owner** has the meaning given to it in the *Strata Schemes Management Act 1996*.

1.2 Interpreting the by-laws

Headings do not affect the interpretation of the by-laws. In the by-laws a reference to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act;
- (b) you means an owner or occupier of a lot;
- (c) by-laws means the by-laws under the Management Act which are in force for Nova;

- (d) a thing includes the whole or each part of it;
- (e) a document includes any variation or replacement of it;
- (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (h) a third party includes a person who is not an owner;
- (i) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (j) the singular includes the plural and vice versa.

2. About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day to day management and operation of Nova.

They are an essential document for the owners corporation and everyone who owns or occupies a lot in Nova

The by-laws are designed to maintain the quality of Nova. They operate to enhance everyone's use and enjoyment of their lot and the *common property*.

2.2 Who must comply with the by-laws?

Owners and occupiers must comply with the by-laws. The *owners corporation* must comply with the by-laws.

3. Exclusive use by-laws

3.1 Purpose of the exclusive use by-law

To more fairly apportion the costs for maintaining, repairing and replacing common property, the exclusive use by-laws make owners responsible for the common property which they exclusively use or have the benefit of.

3.2 How to change an exclusive use by-law

The owners corporation may amend or cancel an exclusive use by-law only by special resolution and with the written consent of the owner of each lot which benefits from the exclusive use by-law.

3.3 Occupiers may exercise rights

The owner of each lot which has the benefit of an exclusive use by-law may allow the occupier of their lot to exercise the rights of the owner under the exclusive use by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies to comply with the obligations of the owner under the exclusive use by-law.

3.4 Repairing damage

The owner of a lot which has the benefit of an exclusive use by-law must repair damage caused by exercising rights under the exclusive use by-law to common property or the property of another owner or occupier.

3.5 Indemnities

The owner of each lot which has the benefit of an exclusive use by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the exclusive use by-law.

3.6 Additional Insurances

In addition to their obligations under by-law 20, the owner of each lot which has the benefit of an exclusive use by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's rights under the by-law.

4. Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or common property by another owner or occupier;
- (b) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are on common property or in part of a lot which is air conditioned or allow smoke from them to enter common property;
- (d) obstruct the legal use of common property by any person;
- (e) do anything in Nova which is illegal; or
- (f) do anything which might damage the good reputation of the owners corporation or Nova.
- (g) feed any birds on their lot or on the common property

4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your lot;
- (b) the use of your lot; and
- (c) common property to which you have a license, lease or a right to use under an exclusive use by-law.
- (d) If an owner or occupier fails to comply with any obligation under the by-laws applicable to the scheme then the Owners Corporation may:

- (i) carry out all work necessary to perform that obligation;
- (ii) recover the costs of such work from the owner as a debt due;
- (iii) recover from the owner or occupier the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order; or
- (iv) serve a notice, pursuant to section 45 of the Management Act, requiring the owner or occupier to comply with the specified by-law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies.

5. You are responsible for others

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws;
- (b) make your visitors leave Nova if they do not comply with the by-laws;
- (c) take reasonable care about who you invite into Nova: and
- (d) accompany your visitors at all times, except when they are entering or leaving Nova.
- (e) not permit any child of whom the Owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.
- (f) be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property when on common property.
- (g) must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property when using your lot; and
- (h) ensure that your invitees, when on common property, must be adequately clothed and when on common property or lot property must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

You must not allow another person to do anything that you cannot do under the by-laws.

5.2 Requirements if you lease your lot

If you lease or license your lot, you must:

- (a) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (b) take all action available to you, including action under the lease or license agreement, to make them comply or leave Nova.

6. Your lot

6.1 What are your general obligations?

You must:

- (a) keep your *lot* clean and tidy and in good repair and condition;
- (b) properly maintain, repair and where necessary, replace an installation or alteration made under the by-laws which services your *lot* (whether or not you made the installation or alteration);
- (c) notify the *owners corporation* if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the *owners corporation*. See by-law 20 for important information about increasing and paying for insurance premiums; and
- (d) at your expense comply with all laws about your *lot* including, without limitation, requirements of *government agencies*.

6.2 When will you need consent from the Owners Corporation?

You must have *consent* from the *owners corporation* to:

- (a) carry out *building works* in your *lot* (see by-law 16 for more information);
- (b) subject to your rights under the by-law, keep anything in your *lot* that is visible from outside the *lot* and is not in keeping with the appearance of *Nova*;
- (c) store anything in your *carspace* (other than a vehicle);
- (d) enclose *your carspace*; and
- (e) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your *lot* if they are visible from outside your *lot* or *Nova*.

6.3 Hard Surface Flooring

6.3 Grant of Right

6.3.1 Subject to compliance with by-law 16 hereof, and Owner has the right to install flooring and maintain, repair and replace (if necessary) the flooring finish servicing his respective Lot (at the Owner's cost and to remain the Owner's fixture) subject to the provision of clauses of this by-law.

6.3.2 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Approved Form** means the "Hard Surface Flooring Application Form", attached to this by-law marked **Annexure A**.
- (c) **Lot** means any lot in strata plan number 69174.
- (d) **Owner** means the owner of the Lot from time to time.

- (e) **Owners Corporation** means the owners corporation constituted by the registration of strata plan number 69174.
- (f) **Utility Lot** means a lot designed to be used primarily for storage or accommodation of boats, motor vehicles or goods and not be used for human occupation such as a residence, office or shop.

6.3.3 Conditions

- (a) An Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an Owner or occupier of another Lot.
- (b) This by-law does not apply to floor space comprising a kitchen, entry hall, laundry, lavatory or bathroom or to any Lot the whole of the floor space of which is superimposed over a Utility Lot or other non-habitable space.
- (c) Without limiting the requirements of this by-law, if an Owner wishes to install a floor finish other than carpet within a Lot, the Owner must comply with by-law 16 and:
 - (i) lodge an application with the Owners Corporation, including the Approved Form, for approval to effect the change of floor furnish;
 - (ii) provide details of the installation, including the materials to be utilised and manner of installation; and
 - (iii) ensure that the flooring be circulated with hard surface flooring, must be insulated within soundproofing underlay as specified by the Owners Corporation for time to time and shall not have a weighted standardised impact sound pressure level $L_{nT,w}$ not exceeding 50 when measured in situ in accordance with Australian Standard AS ISO 140-7 "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004 "Acoustics- Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation";
- (d) Except where an Owner is replacing a floor finish with carpet laid over heavy duty underlay, an Owner must obtain the written consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation, by way of its strata committee, must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided that the requirements set out in clause 6.3.3(c) of this by-law have been provided to the strata committee;
- (e) Following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the Owners Corporation may require, and if it does so, the Owner of the Lot must provide the Owners Corporation with a certificate from a qualified acoustic engineer acceptable to the Owners Corporation. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 6.3.3(c)(iii).
- (f) An Owner or occupier will be liable for any damage caused to any part of the common property as a result of the installation of a floor finish pursuant to and contemplated by this by-law and will make good at his own cost that damage immediately after it has occurred.
- (g) An Owner or occupier must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal relocation or replacement of any floor finish including any liability in respect of the property of the Owner or occupier.

- (h) If an Owner or occupier fails to comply with any obligation under this by-law, then the Owners Corporation may:
- (i) request, in writing, that the Owner or occupier comply with the terms of it;
 - (ii) enter the lot and carry out any acoustic testing if it deems appropriate. An Owner must provide access to the Lot within a reasonable time of the request for access has been served on the Owner;
 - (iii) without prejudice to any other rights, enter upon any of the parcel, including the Lot, to carry out reasonable work; and
 - (iv) recover the costs of carrying out that work from the Owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid, simple interest at an annual rate of 10%. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6.4 Window coverings

Window coverings (eg curtains, blinds and louvres) in your *lot* must be a colour and design approved by the *owners corporation*.

6.5 Cleaning windows

You must clean the glass in windows and doors of your *lot* (even if they are *common property*). However, you do not have to clean the glass in windows or doors that you cannot access safely.

The *owners corporation* may resolve to clean the glass in some or all of the windows and doors in *Nova*. If the *owners corporation* resolves to clean glass in your *lot*, you are excused from your obligations under this by law for the period the *owners corporation* resolves to clean the glass.

6.6 The balcony of your lot

You must keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreation equipment on the balcony of your *lot* only if with written approval of the Owners Corporation is first obtained:

- (a) It is type approved by the owners corporation;
- (b) It is of a standard commensurate with the standard of *Nova*;
- (c) it will not (or is not likely to) cause damage; and
- (d) it is not (or is not likely to become) dangerous.
- (e) The planter boxes, furniture, equipment and any plants are properly are properly maintained and replaced when reasonably required.

You may also keep a portable barbeque according to by-law 7.

To enable the *owners corporation* to inspect, repair or replace *common property*, the *owners corporation* may require you, at your cost, to temporarily remove and store items from the balcony of your *lot* that are not *common property*.

6.7 Drying your laundry

You must not hang laundry, bedding or other articles on the *balcony* of your *lot* or in an area that is visible from outside your *lot*.

6.8 Cleaning of floor drains

You must at your expense. Keep the floor waste in the bathroom and ensuite, the accessible balcony drains and courtyard drains of your lot, clean and in good repair and condition (even if they are common property). Any blockages attributable to negligence/ inappropriate flushing of items to a specific lot will be debited to the lot owners levy account.

Strata Managers Note: the changes to this by-law pertain to the addition of 6.8 – Cleaning of floor drains

Kitchen sink blockages are the lot owner's responsibility

7. Storing and operating a portable barbeque

7.1 Obligations of owners and occupiers

You may store and operate a portable barbeque on the balcony of your lot if:

- a) it is a type approved according to by-law 7.2;
- b) it will not (or is not likely to) cause damage;
- c) it is not (or is not likely to become) dangerous;
- d) it is covered when you are not operating it;
- e) it is kept clean and tidy; and
- f) you comply with by-laws 7.2 and 7.3.

7.2 Types of portable barbeques

You may store and operate the following types of portable barbeques on the balcony of your *lot*:

- (a) a covered kettle style portable barbeque;
- (b) a covered gas or electric portable barbeque; and
- (c) any other type of portable barbeque approved by the *owners corporation*.

You may not store or operate a portable barbeque on the balcony of your *lot* if that portable barbeque has no cover.

7.3 Operating a portable barbeque

You may only operate your barbeque during the hours of 9:00 am and 9:00pm or otherwise during hours approved by the *owners corporation*.

You must not permit smoke, odours or noise associated with the use of a portable barbeque on your *lot* to be emitted on to other lots in *Nova* to the extent which may cause a nuisance to other

owners and occupiers in Nova.

8. Keeping of Animals

NOTE: By-law 8 was previously entitled “Animals” and was repealed and replaced in accordance with a special resolution of the owners corporation on 29 May 2018.

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

9. Erecting a sign

Owners and occupiers are not permitted to erect any signs on the common property or on or in a lot.

10. Fire Control

10.1 What are your obligations?

You may keep flammable materials in your lot only if you:

- (a) use them in connection with the lawful use of your lot; and
- (b) keep them in reasonable quantities according to the guidelines of government agencies.

You and the owners corporation must comply with laws about fire control.

10.2 Restrictions about fire safety

You must not:

- (a) keep flammable materials on common property;
- (b) interfere with fire safety equipment;
- (c) obstruct fire stairs or fire escapes;

- (d) keep flammable materials in your carspace; or
- (e) must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

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

11. Moving in and Out of the Building

11.1 Powers & Duties of Owners Corporation

Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions as follows:

- (a) the power to charge the Monetary Bond;
- (b) the power to vary the amount of the Monetary Bond;
- (c) the power to retain and apply the Monetary Bond as it sees fit;
- (d) the power to collect the Monetary Bond before works and/or moving in or out commence;
- (e) the duty to refund the Monetary Bond, less any bank fees and charges, if no damage to Lot or common property has been caused by the works and/or the moving in or out;
- (f) the authority to delegate to a person nominated by the executive committee the function of assessing the extent of damage (if any) to the Lot or common property caused by the works and/or the moving in or out;
- (g) the power to withhold all or any part of the Monetary Bond from the Owner or occupier if the executive committee has assessed that damage to the Lot or common property has occurred due to the works and/or the moving in or out;
- (h) the authority to apply so much of the Monetary Bond as is required to rectify the damage to the Lot or common property that (in the reasonable opinion of the executive committee) has been caused by the works and/or the moving in or out;
- (i) the power to enter on to any part of the parcel to carry out the rectifications pursuant to this by-law;
- (j) the power to demand from the Owner or occupier any shortfall in the funds required to rectify the damage to the Lot or common property in accordance with this by-law; and
- (k) the power to recover any sum due to it pursuant to this by-law as a debt due.

11.2 This By-law to Prevail

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

11.3 Definitions & Interpretations

11.3.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Approved Form** means the "Moving In/Out Application Form" attached to this by-law marked **Annexure A**.
- (c) **Building** means the buildings situated within the parcel at 4 Grandstand Parade, Zetland.
- (d) **Lot** means any lot in Strata Plan 69174.
- (e) **Monetary Bond** means the refundable monetary bond in the amount of \$500.00 (or such other amount determined by the Owners Corporation from time to time) payable from time to time to the Owners Corporation pursuant to this by-law.
- (f) **Moving in or out** means the movement of any person, furniture or goods into or from the Building.
- (g) **Owner** means the owner of the Lot from time to time.
- (h) **Owners Corporation** means the Owners Corporation constituted by the registration of strata plan number 69174.

11.3.2 Interpretations

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.

11.4 Conditions

- 11.4.1 An Owner or occupier intending on undertaking works and/or moving in or out of the Building must provide to the Owners Corporation with the Monetary Bond and Approved Form three (3) working days prior to the moving in or out.
- 11.4.2 An Owner or occupier must comply with the conditions in the Approved Form.
- 11.4.3 Any Monetary Bond paid will be refunded to the Owner or the occupier at the conclusion of the moving in or out, as the case may require, less any amounts required to rectify any damage caused to Lot or common property as a result of the moving in or out.
- 11.4.4 An Owner or occupier 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 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 moving in or out by the respective Owner or occupier or any contractor engaged by the respective Owner or occupier;

- (b) any negligence or willful act or omission by the Owner or occupier or any contractor engaged by the Owner or occupier for or in connection with the moving in or out;
- (c) any claim made against the Owners Corporation by or 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 works;
- (d) loss or damage to any plant, equipment, tools, appliances or other property owned, rented or hired by any person and used in the moving in or out; and
- (e) any legal or strata management costs and expenses incurred by the Owners Corporation for or in connection with the he moving in or out.

12. Parking on Common Property

12.1 Grant of Power

In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to car parking in the Scheme subject to the conditions specified in clauses under Part 3 of this by-law:

- (a) the power to regulate the use of Common Property and the Visitor Parking Area for parking of motor or other vehicles;
- (b) the power to wheel clamp an Owner's, Occupier's or Visitor's motor or other vehicle parked or left in contravention with this by-law;
- (c) The power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention of this by-law; and
- (d) The power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the Scheme.

12.2 Definitions & Interpretation

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

- (a) **Act** means the *Strata Schemes Management Act 1996*;
- (b) **Building** means the building situated within the parcel at 4 Grandstand Parade, Zetland;
- (c) **Common Property** means the common property comprised in strata plan registration no. 69174;
- (d) **Executive Committee** means the executive committee of the Owners Corporation;
- (e) **Lot** means any lot in Strata Plan 69174;
- (f) **Occupier** means any person in lawful occupation of the lot;
- (g) **Owner** means the owner of the Lot
- (h) **Owners Corporation** means the owners corporation constituted by the registration of Strata Plan No. 69174.

- (i) **Scheme** means the strata scheme relating to strata plan number 69174.
- (j) **Visitor** means a bona fide guest or invitee of an Owner or Occupier, but does not include an Occupier;
- (k) **Visitor Parking Area** means any area designated for parking the Scheme not comprising part to the Lot.

12.2.2 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;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

12.2.3 Where a term of this by-law contradicts the by-laws filed with the Scheme then this by-law will prevail to the extent of that contradiction.

12.3 Conditions

- 12.3.1 The Owner or Occupier of a Lot shall not cause or permit to park or stand, a motor or other vehicle upon the Common Property and/or upon the Visitor Parking Area at any time, except with the written approval of the Owners Corporation.
- 12.3.2 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Common Property (excluding the Visitor Parking Area and in accordance with this by-law) at any time.
- 12.3.3 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Visitor Parking Area for more than six (6) hours and in any one week, except with a written approval of the Owners Corporation. For the avoidance of doubt, no except with the prior written approval of the Owners Corporation.
- 12.3.4 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle upon the Common Property or upon the Visitor Parking Area under clauses 12.3.1, 12.3.3, 12.3.5 and 12.3.6.
- 12.3.5 The Owner or Occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the Visitor Parking Area or upon the Common Property at any time, except with the prior written approval of the Owners Corporation.
- 12.3.6 The Owner or Occupier of a Lot must not cause or permit any employee, contractor, tradesperson, removalist or the like to:
 - (a) park or stand a motor or other vehicle upon the Visitor Parking Area for a period exceeding two (2) consecutive hours; or
 - (b) repair a motor or other vehicle upon the Visitor Parking Area without prior written approval of the Owners Corporation.

12.3.7 The Owners Corporation or Executive Committee, for the purpose of the control, management and use of the Common Property and Visitor Parking Area and particularly the parking or standing of motor or other vehicles upon the Visitor Parking Area or other Common Property, may:

- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area;
- (b) Remove any motor or other vehicles parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this by-law;
- (c) apply wheel clamp(s) to motor or other vehicles parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this by-law;
- (d) install signage on the Common Property or the Visitor Parking Area advising of the effect of this by-law and limitations on the standing/parking of motor or other vehicles;
- (e) Place a notice on or about the windscreen of any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this by-law or any resolution of the Executive Committee under this by-law; and
- (f) Take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the Common Property or the Visitor Parking Area.

12.3.8 If the Executive Committee erects signage regulating the parking or standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area, every Owner and Occupier of a lot must abide by those signs and must procure that their tradespersons, contractors and Visitors abide by those signs, in default of which, the Owner or Occupier of the lot responsible for or in connection with its or its Visitor's breach of this by-law, will be liable to pay the costs of the Owners Corporation in enforcing this by-law.

12.4 Enduring Obligations

12.4.1 An Owner or Occupier:

- (a) must comply with the terms of this by-law and any approval or directions of the Owners Corporation or the Executive Committee given under this by-law in respect of parking upon the Common Property and the visitor Parking Area;
- (b) must ensure that its Visitor(s), employees, contractors, tradespersons, removalists or the like comply with this by-law;
- (c) acknowledges and agrees that by parking a vehicle (or allowing a vehicle to be parked) upon the Common Property and/or upon the Visitor Parking Area in contravention of this by-law or any signage at the Scheme, that Owner or Occupier consents to the removal or wheel clamping of the vehicle under the terms contained in clauses 12.3.1 to 12.3.8 inclusive of this by-law and sections 651B and 651C of the *Local Government Act 1993*; and
- (d) who has parked, caused or permitted a motor or other vehicle (or allowed or caused a Visitor to park or stand a motor or other vehicle) upon the Common Property and/or upon the Visitor Parking Area in contravention of this by-law, such motor or other vehicle being subsequently removed or wheel clamped under clauses 12.3.1 to 12.3.8 inclusive of this by-law hereby:
 - (i) indemnifies and keeps indemnified the Owners Corporation for the costs incurred by the

Owners Corporation of removing and storing the motor or other vehicle or wheel clamping the motor or other vehicle;

- (ii) acknowledges and agrees that an agreement pursuant to section 651C(2)(d) of the *Local Government Act 1993* has been made and is in force; and
- (iii) Indemnifies and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the vehicle) as a result of action to remove or wheel clamp the motor or other vehicle under clauses 12.3.1 to 12.3.8 of this by-law.

12.5 Default by Owner

- 12.5.1 The Owners Corporation may recover from the Owner or Occupier all costs associated with administering the policy expressed in this by-law.
- 12.5.2 Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.
- 12.5.3 Any payment required from an Owner or Occupier may be recovered in a court of competent jurisdiction as a debt.
- 12.5.4 The Owners Corporation may levy a payment by serving written notice of the charge payable by that Owner on that Owner.
- 12.5.5 A charge if not paid at the end of one month after it becomes due and payable it shall bear, until paid, simple interest at an annual rate of ten percent (10%).
- 12.5.6 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

13. Controlling traffic in Common Property

In addition to its powers under the *Management Act*, the *owners corporation* has the power to:

- (a) impose a speed limit for traffic in *common property*;
- (b) impose reasonable restrictions on the use of *common property*
- (c) driveways and parking areas;
- (d) install speed humps and other traffic control devices in *common property*;
- (e) install signs about parking: and
- (f) install signs to control traffic in *common property* and, in particular, traffic entering and leaving *Nova*.

14. How to dispose of your garbage

14.1 (Repealed)

14.2 Requirements for lots

You must dispose of your garbage and recyclable materials according to this by-law and by-law 15.

14.3 General obligations

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on *common property*;
- (b) in an area of your *lot* which is visible from outside your *lot*;
- (c) in the storage space that forms part of your *lot*; or
- (d) in your *carspace*.

If you spill garbage on *common property*, you must immediately remove that rubbish and clean that part of *common property*.

15. Garbage disposal and the garbage room

15.1 What are the obligations of owners and occupiers?

You must:

- (a) place your household garbage in the garbage receptacle in the garbage room designated by the owners corporation for that purpose;
- (b) drain and securely wrap your household garbage before you place it in the garbage room;
- (c) leave your other garbage and recyclable materials in the area or receptacle in the garbage room designated by the owners corporation for that purpose;
- (d) recycle your garbage according to instructions from the owners corporation and South Sydney Council;
- (e) drain and clean bottles and make sure they are not broken before you place them in the garbage room; and
- (f) contact the owners corporation to remove (at your cost) their large articles of garbage, recyclable materials, liquids or other articles that South Sydney Council will not remove as part of its normal garbage collection service.
- (g) dispose of their waste and rubbish in the commercial waste bins;
- (h) not deposit or throw on the common property or another Owner's lot any rubbish, dirt, dust, debris or other objects or item likely to interfere with the peaceful enjoyment of the Owner or occupier of another lot or of any person lawfully using the common property;
- (i) must not throw any object or item including food, clothing, bottles, brooms, cigarette butts onto the common property or another owner or occupier's lot and shall be liable for the costs or removal of same when using the balcony of their lot;
- (j) not soil, dirty, stain, tarnish, make foul or filthy, pollute, contaminate or besmear another owner's lot or the common property and shall be liable for the costs of cleaning same;
- (k) any items which cannot fit into the garbage bins provided at the strata scheme (eg bedding,

furniture, white goods) are considered by the owners corporation to be "large". Large items must not be disposed of or placed or allowed to remain anywhere on or about the common property. Owners and occupiers must make their own arrangements at their own cost for the collection and disposal of large items;

- (l) the owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements;
- (m) not dispose of hazardous substances anywhere on or about the lot or common property and shall dispose of or arrange for disposal of such items as may be directed by an Authority and in a safe and environmentally friendly way. For the purposes of this clause, hazardous substances include any substances having hazardous characteristics or properties including ignitability, reactivity, corrosivity, toxicity or noxiousness including:
 - (i) household solvents and glues;
 - (ii) garden chemicals (fertilisers, pesticides, herbicides);
 - (iii) automotive products (waste oil, petrol, diesel and brake fluid);
 - (iv) LPG and CNG cylinders;
 - (v) any types of batteries (excluding those for domestic use);
 - (vi) mobile phones;
 - (vii) paint, or
 - (viii) any containers of the above; and
- (n) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material
- (o) Any costs incurred by the owners corporation for removal of dumped items or rubbish be charged back to the lot owner.

This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

15.2 Maintaining the garbage room

The owners corporation must:

- (a) regularly clean maintain, repair and, where necessary, replace the garbage room;
- (b) make available for collection by South Sydney Council household garbage and recyclable materials placed in the garbage room: and
- (c) arrange for the removal from the garbage room of large articles of garbage, recyclable materials, liquids or other articles that South Sydney Council will not remove as part of its normal garbage collection services (at the cost of the relevant owner).

15.3 Additional rights and obligations of the owners corporation

The owners corporation may:

- (a) restrict access to the garbage room by security key according to by-law 21. The owners corporation must provide owners and occupiers with a security key for the garbage room according to by-law 22; and
- (b) make rules about using the garbage room and the storage and disposal of garbage and recyclable materials from lots.

16. Major and Minor Works Approval Programme

NOTE: By-law 16 was previously entitled "Building Works" and was repealed and replaced in accordance with a special resolution of the owners corporation on 29 May 2018.

PART 1

PREAMBLE

1.1 The purpose of this by-law is to:

- (a) Provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a Lot and to regulate the maintenance, repair and replacement of those Works.
- (b) Delegate to the Strata Committee the power to approve Minor Works applications.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Approved Form** means the form attached at **Annexure "A – Building Works Application Form"** or as the strata committee may otherwise approve from time to time.
- (c) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.
- (d) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (e) **Bond** means the amount of \$1,000.00 or an amount determined by the strata committee payable to the Owners Corporation. The strata committee shall notify the Owner as to the amount payable prior to the Owner commencing works. The Bond may be in the form of a bank guarantee.
- (f) **Building** means the building situated at 4 Grandstand parade, Zetland NSW 2017.
- (g) **Building Manager** means the building manager engaged by the Owners Corporation from time to time.

- (h) **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations.
- (i) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
- (j) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (k) **Lot** means any lot in strata plan number 69174.
- (l) **Major Works** means works that are not Minor Works or Cosmetic Works, and include:
 - (i) work involving structural changes;
 - (ii) work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (iii) work involving waterproofing;
 - (iv) work for which consent or another approval is required under any other Act; and
 - (v) any other item prescribed by the Regulations pursuant to sections 109(2)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.
- (m) **Minor Works** has the same meaning as minor renovations as defined from time to time in the Act, the Regulations or as part of this by-law, including but not limited to:
 - (i) renovating a kitchen;
 - (ii) changing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;
 - (v) work involving reconfiguring of internal walls;
 - (vi) installing security or alarm system;
 - (vii) installing a reverse cycle split system air-conditioner;
 - (viii) replacing bathroom fixings and fittings (i.e. tapware, basin, toilet) where tiles or plumbing connections are not affected; and
 - (ix) any other work prescribed by the Regulations.
- (n) **Owner** means the owner(s) of the Lot(s).

- (o) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 69174.
- (p) **Regulations** means the *Strata Schemes Management Regulations 2016*.
- (q) **Works** means Minor Works and Major Works.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 69174 and this by-law, the provisions of this by-law shall prevail.
- (h) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

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

PART 3

CONDITIONS

3.1 Cosmetic Works

- (a) The Owners Corporation may add to the definition of Cosmetic Works from time-to-time by circulation of written notification to all Owners.
- (b) An Owner may carry out Cosmetic Works to their lot without consent of the Owners Corporation.

3.2 Before Commencement of Works

- (a) Prior to commencement of any Works, an Owner must submit to the strata committee:
 - (i) a duly completed Approved Form;

- (ii) detailed specifications as to the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access; and
 - (iii) copies of any Insurance policies as relevant to the particular Works, if required.
- (b) Upon receipt of the Approved Form, the strata committee shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the strata committee may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.
- (c) On making the determination, the strata committee shall inform the Owner, in writing, of that determination.

3.2.2 Minor Works

- (a) If the strata committee determines that the works are Minor Works, the strata committee may approve the Minor Works application.
- (b) If the Minor Works are approved by the strata committee, the Owner may carry out the Minor Works without further consent of the Owners Corporation.
- (c) The Owners Corporation or strata committee may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

3.2.3 Major Works

- (a) If the strata committee determines that works to be carried out are Major Works, the Owner must lodge the Bond (if the Bond has not been lodged with the Approved Form) within fourteen (14) days from the date of notification by the strata committee.
- (b) Before commencement of any Major Works, the Owner must:
- (i) provide a complete proposal concerning the Major Works including but not limited to:
 - (I) plans and specifications of the proposed works;
 - (II) specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
 - (III) a diagram depicting the location of or proposed installation points of all parts of the works;
 - (IV) engineering plans and certifications if requested by the Owners Corporation;
 - (V) any necessary approvals/consents/permits from any Authority; and
 - (VI) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the Building and Lot and common property (if required);
 - (ii) prepare and provide to the Owners Corporation:
 - (I) a new by-law (as per Annexure B) under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and

- (II) the owner's written consent to:
 - (A) the passing of the by-law; and
 - (B) be responsible for the maintenance, repair and replacement of the Major Works,
- (III) where required, written consent of other affected owners to the passing of the by-law;

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

- (iii) pay for all costs of the Owners Corporation including:
 - (I) legal fees for reviewing the proposal;
 - (II) fees for convening any meeting to consider the proposal;
 - (III) any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
 - (IV) registration fees for the by-law contemplated in **clause 3.2.3(b)(ii)(I)**;
 - (iv) a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the Building (if required including any lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
 - (v) obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in **clause 3.2.3(b)** above. For clarity, no Major Works may be commenced unless and until the by-law referred to in **clause 3.2.3(b)(ii)(I)** is passed by special resolution at a duly convened general meeting of the Owners Corporation.
- (c) Upon receipt of a by-law under **clause 3.2.3(b)(ii)(I)** the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law such conditions to include (but not be limited to) those set out in **clauses 3.3 – 3.12** (inclusive).

3.3 Specific Conditions – Reconfiguration

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

- (a) Where the Works include reconfiguration of walls the Owner must ensure:
 - (i) No reconfigurations alter or impinge on the structural integrity of the Building;
 - (ii) No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;
 - (iii) Walls containing wet areas must not be reconfigured;
 - (iv) Walls must not be added to create new wet areas; and
 - (v) A report from an independent structural engineer agreed to between the Owner and the Owners Corporation must be provided certifying reconfiguration will have no structural impact and does not involve any load bearing walls.

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

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

 - (II) ensure that the flooring is insulated with soundproofing underlay as specified by the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level $L'_{nT, w}$ exceeding 40 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;

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

- (c) Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:
 - (i) not be commenced without prior written approval from the Owners Corporation or strata committee; and

- (ii) be carried out in a tradesmanlike and professional manner and comply with fire safety standards.
- (d) Where the Works involve the installation of air-conditioning units, the Works must:
- (i) have a new condenser unit (external) that:
 - (I) is mounted on vibration pads in a location so to minimise noise and vibration;
 - (II) is installed unobtrusively on the location as approved by the Owners Corporation or strata committee in writing);
 - (III) is not visible from the street. All electrical and coolant lines must be concealed as much as possible; and
 - (IV) does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified by an Authority or the owners corporation from time to time;
 - (ii) not be installed through or attached to windows;
 - (iii) be manufactured, designed and installed to specifications for commercial/domestic use; and
 - (iv) have any condensation and run-off from the Lot drained through existing drains or downpipes.
- (e) Owners must ensure that in carrying out Cosmetic Works and Works to the Lot:
- (i) access panels are not blocked;
 - (ii) exhaust fans do not penetrate into the ceiling;
 - (iii) hot water service overflow pipes do not penetrate external walls but are plumbed into internal pipes in accordance with Australian Standards.

3.4 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.
- (b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:
 - (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.5 Compliant Works

To be compliant under this by-law, Works:

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

- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) must be in accordance with Australian Standards and the Building Code of Australia;
- (d) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- (e) must be in keeping with fire safety standards.

3.6 During construction

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

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours of 7:30 AM and 5:00 PM Monday-Friday and from 8.00 AM to 12.00 PM Saturday or such other times reasonably approved by the strata committee. No Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation and keep all areas of the Building outside the Lot clean and tidy;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;
- (g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the Owners Corporation;
- (h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;
- (i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (j) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools) such works which may only be carried out between the hours of 9:00 AM and 12:00 PM or 1:00 PM to 4:00 PM Monday-Friday or such other times reasonably approved by the Owners Corporation;
- (l) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);

- (n) observe all the other by-laws applicable to the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation.

3.7 After construction

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

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

3.7.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that **clauses 3.7.1(a) – (f)** immediately above have been complied with.

3.7.3 Upon satisfaction of **clause 3.7.1** the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.8 Statutory and other requirements

- (a) The Owner must:
 - (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works;
 - (ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
 - (iii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (iv) comply with the provisions of the *Home Building Act 1989*.
- (b) The Works must:
 - (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;

- (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.9 Enduring rights and obligations

3.9.1 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Works installed by them;
- (b) properly maintain and upkeep those parts of the common property in contact with the Works;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of **clause (f)** above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of **clause 3.9**.

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

3.10 Recovery of costs

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

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

3.11 Essential Works

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

3.12 Applicability

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

17. Inter-tenancy walls

17.1 This by-law is subject to compliance with by-law 16 hereof

17.2 When may you alter or remove an Inter-tenancy wall?

You may alter or remove an *inter-tenancy wall* if:

- (a) you own the *lots* separated by the *inter-tenancy wall* or you have the consent of the owner of the adjoining *lot*;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the *owners corporation* with a certificate from a qualified structural engineer reasonably acceptable: to the *owners corporation* that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect *common property* or other lots (including services to those *lots*); and
- (d) you comply with the procedures in this by-law.

Otherwise you must have the consent of the *owners corporation* to alter or remove an *inter tenancy wall*.

17.3 What consents are necessary?

You do not need consent from the *owners corporation* to alter or remove an *inter-tenancy wall* (provided that you comply with the requirements of this by-law). However you must obtain all necessary consents from *government agencies* before you alter or remove an *inter-tenancy wall*.

17.4 What are the conditions for carrying out the work?

It is a condition of you altering or removing an *inter-tenancy wall* that you:

- (a) Carry out the work in the method certified by the structural engineer under by-law 17.2;
- (b) If appropriate, comply with section 14 of the *Strata Schemes (Freehold Development) Act 1973* (NSW) and lodge any necessary building alteration plan with Registrar-General;
- (c) Acknowledge for yourself and future *owners* of your lot that the *Owners corporation* does not have to reinstate the *inter-tenancy wall*.

18. Licenses

18.1 Powers of the owners corporation

In addition to its powers under the *Management Act*- the *owners corporation* has the power to grant licenses to *owners* to use parts of *common property*.

The *owners corporation* may exercise its powers under this by-law only by special resolution at a general meeting.

18.2 What provisions may a license include?

Licenses the *owners corporation* grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the license;
- (b) the term of the license;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

19. Damage to common property

19.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use *common property* equipment only for its intended purpose;
- (b) immediately notify the *owners corporation* if you know about damage to or a defect in *common property* and
- (c) compensate the *owners corporation* for any damage to *common property* caused by you, your visitors or persons doing work or carrying out *building works* in *Nova* on your behalf.

19.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the owners corporation to:

- (a) interfere with or damage *common property*;
- (b) remove anything from *common property* that belongs to the *owners corporation*; or
- (c) interfere with the operation of *common property* equipment

19.3 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 for his or her own purposes as a garden any portion of the common property.

19.4 (Repealed)

19.5 An approval given by the Owners Corporation under paragraph 19.1 cannot authorise any additions to the common property.

19.6 Subject to compliance with paragraph 19.5 this by-law does not prevent an Owner or person authorised by an Owner from installing:

- (a) any locking or other safety device for protection of the Owner's lot against intruders,

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children,

any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

19.7 Despite section 62, the Owner of a lot must maintain and keep in a state of a good and serviceable repair any installation or structure referred to in paragraph 19.6 that forms part of the common property and that services the lot.

19.8 Prior to undertaking any installation under this by-law, an Owner or occupier shall furnish such evidence as required in the opinion of the Owners Corporation, that such installation, when completed, shall be or be able to be made compliant with the fire safety provisions of any act or regulation in force.

19.9 If the owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

(a) request, in writing, that the owner comply with the terms of it;

(b) enter upon the lot and carry out all work necessary to perform that obligation;

(c) recover the costs of carrying out that work from the owner. Such costs, if not paid at the end of one month after becoming due and payable bear, until paid simple interest at a rate of 10%. The Owners Corporation may recover as a debt any costs not paid at the end of one month after they become due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts; and

(d) recover from the Owner the amount of any fine, fee or penalty which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

20. Insurance premiums

20.1 Notify Changes in a lot

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of a lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of the 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)

20.2 Consent from the owners corporation

You must have consent from the *owners corporation* to do anything that might invalidate, suspend or increase the premium for an *owners corporation* insurance policy.

20.3 Payments for Increased premiums

If the *owners corporation* gives you consent under this by-law. it may make conditions that, without limitation, require you to reimburse the *owners corporation* for any increased premium. If you do not agree with the conditions. the *owners corporation* may refuse its consent.

21. Security at Nova

21.1 Rights and obligations of the owners corporation

The *owners corporation* must take reasonable steps to:

- (a) stop intruders coming into *Nova*; and
- (b) prevent fires and other hazards.

21.2 Installation of security equipment

In addition to its powers under the *Management Act* and subject to the by-laws, the *owners corporation* has the power to install and operate in *common property* audio and visual security cameras and other audio and visual surveillance equipment for the security of *Nova*.

21.3 Restricting access to common property

In addition to its powers under the *Management Act* and subject to the by-laws, the *owners corporation* has the power to:

- (a) close off or restrict by *security key* access to parts of *common property* that do not give access to a *lot*;
- (b) restrict by *security key* your access to levels in *Nova* where you do not own or occupy a *lot* or have access to according to an *exclusive use* by-law; and
- (c) Allow security personnel to use part of *common property* to operate or monitor security of *Nova*. The *owners corporation* may exclude you from using these parts of *common property*.

21.4 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of *Nova*.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

21.5 If the Owners Corporation restricts access to parts of the common property, the Owners Corporation may give an Owner or occupier of a lot an "access key". The Owners Corporation may charge an Owner of a lot a (\$50) bond for extra or replacement "access keys". This bond is refunded to the Owner on return of the "access key".

21.6 An Owner or occupier of a lot must:

- (a) 32.2.1 take all reasonable steps not to lose "access keys";
- (b) 32.2.2 return all "access keys" to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building; and
- (c) notify the strata manager immediately if an "access key" is lost.

21.7 An Owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupier of the lot to whom an "access key" has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the "access key" to the Owners Corporation when they move out of the building.

21.8 An Owner or occupier of a lot must not:

- (a) copy an "access key";
- (b) give "access keys" to another person.

21.9 "Access keys" belong to the Owners Corporation.

21.10 The Owners Corporation may require an Owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

21.11 An Owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

22. Security keys

22.1 Providing owners and occupiers with security keys

Subject to this by-law, the *owners corporation* may give you a *security key* if it restricts access to *common property* under by-law 21.

The *owners corporation* must provide you with at least one *security key* for:

- (a) the *common property* lift;
- (b) the access and exit doors into *Nova* building (eg to the *common property* foyer);
- (c) your level of *Nova*; and
- (d) the carpark level of *Nova*.

22.2 Fees for additional security keys

The *owners corporation* may charge you a fee or bond if you require extra or replacement *security keys* (in addition to those which you are entitled to receive under by-law 22.1).

22.3 Who do security keys belong to?

Security keys belong to the owners corporation.

22.4 Managing the security key system

In addition to its powers under the *Management Act*, the *owners corporation* has the power to make agreements with another person to exercise its functions under this by-law and in particular to manage the *security key* system. The agreement may have provisions requiring *owners* to pay the other person an administration fee for the provision of *security keys*.

In addition to its powers under the *Management Act*, the *owners corporation* has the power to:

- (a) re-code security keys; and
- (b) require you to promptly return your security keys to the *owners corporation* to be re-coded.

22.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the *owners corporation* about *security keys* and, in particular instructions about re-coding and returning security keys;
- (b) take all reasonable steps not to lose *security keys*;
- (c) return *security keys* to the *owners corporation* if you do not need them or if you are no longer an *owner* or *occupier*; and
- (d) notify the owners corporation immediately if you lose a security key.

You must not:

- (a) copy a security key; or
- (b) give a security key to someone who is not an owner or occupier.

22.6 Procedures if you lease your lot

If you lease or licence your *lot*, you must include a requirement in the lease or licence that the *occupier* return *security keys*, *remote controls* and/or *swipe fobs* to the *Owners Corporation* when they no longer occupy a *lot* in *Nova*.

23. Exclusive use of storage spaces

23.1 Exclusive use by-law

This is an *exclusive use by-law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owners* of the *lots* listed in column 1 in by-law 23.2.

By-laws 3.2 to 3.6 apply to this *exclusive use by-law*.

23.2 Exclusive use rights

The *owners* of the *lots* in column 1 have exclusive use of the *storage spaces* in column 2 adjacent to their lot numbers.

Column 1	Column2
Lot 82	S1
Lot 42	S2
Lot 105	S3
Lot 33	S4
Lot 37	S5
Lot 71	S6
Lot 5	S7
Lot 55	S8
Lot 35	S9
Lot 3	S10
Lot 111	S11
Lot 34	S12
Lot 41	S13
Lot 67	S14
Lot 51	S15

By Resolution passed on 23 July 2003 in accordance with the provisions of Section 52 of the *Strata Schemes Management Act* 1996 Special By Law 2 has amended By Law 23.2. "Lot 40" in the second row of Column 1 is replaced with "Lot 42"-

23.3 Rights of the owners

Owners may only use their *storage space* for any lawful use.

23.4 Obligation& of the owners

Owners must:

- (a) keep their *storage space* clean and tidy at all times;
- (b) comply with by-law 22 if the owners corporation provides them with a *security key* for their *storage space*;
- (c) maintain and repair their *storage space*;
- (d) jointly with the owner of an adjoining storage space, maintain and repair the dividing wire mesh separating their respective *storage spaces*; and
- (e) give the *owners corporation* access to their *storage space* if the owners corporation needs to comply with its obligations under the by-laws or *the Management Act* upon the service of and in accordance with a notice in writing.

23.5 Things owners must not do

Owners must not:

- (a) use their *storage space* for any unlawful use;
- (b) keep flammable materials in their *storage space*; or
- (c) deposit or leave garbage or recyclable materials in their *storage space*.

23.6 Obligations of the owners corporation

The *owners corporation* must make structural repairs to and replace the *storage spaces* (including the dividing wire mesh separating 2 *storage spaces*).

24. Use of Car Spaces

A car space shall only be used:

- (a) by the owner or occupier of a lot within the strata parcel; and
- (b) for the use of parking a motor vehicle or other vehicle.

25. Exclusive use of Roof Area A

25.1 Exclusive use by-law

This is an *exclusive use by-law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owner of lot 42*.

By-laws 3.2 to 3.6 apply to this *exclusive use by-law*.

25.2 Exclusive use rights

The owner of *lot 42* has:

- (a) exclusive use of *Roof Area A*; and
- (b) the special privilege to install and keep:
 - (i) their *external airconditioning motor unit* on *Roof Area A*; and
 - (ii) ducts, pipes, wires and cabling (used to connect to the *internal airconditioning motor unit* and the *external airconditioning motor unit*) through that part of the *common property* wall nominated by the *owners corporation* to connect to their *internal airconditioning motor unit* in *lot 42*.

25.3 Interpreting this by-law

In this *exclusive use by-law*, "you" means the *owner of lot 42*.

25.4 What are your obligations?

You must, at your cost:

- (a) maintain and repair *Roof Area A*; and
- (b) use contractors approved by the *owners corporation* to maintain and repair *Roof Area A*; and
- (c) comply with the requirements of *government agencies* about air conditioning services.
- (d) give the *owners corporation* access to *Roof Area A* if the *owners corporation* needs to comply with its obligations under the by-laws or the *Management Act*.

25.5 Obligations of the owners corporation

The *owners corporation* must make structural repairs to and replace *Roof Area A*.

26. Exclusive use of Roof Area B

26.1 Exclusive use by-law

This is an *exclusive use by-law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owner of lot 67*.

By-laws 3.2 to 3.6 apply to this *exclusive use by-law*.

26.2 Exclusive use rights

The owner of *lot 67* has:

- (a) exclusive use of *Roof Area B*; and
- (b) the special privilege to install and keep:
 - (i) their *external airconditioning motor unit* on *Roof Area B*; and
 - (ii) ducts, pipes, wires and cabling (used to connect to the *internal airconditioning motor unit* and the *external airconditioning motor unit*) through that part of the *common property* wall nominated by the *owners corporation* to connect to their *internal airconditioning motor unit* in *lot 67*.

26.3 Interpreting this by-law

In this *exclusive use by-law*, "you" means the owner of *lot 67*.

26.4 What are your obligations?

You must, at your cost:

- (a) maintain and repair *Roof Area B*; and
- (b) use contractors approved by the *owners corporation* to maintain and repair *Roof Area B*; and
- (c) comply with the requirements of *government agencies* about air conditioning services.
- (d) give the *owners corporation* access to *Roof Area B* if the *owners corporation* needs to comply with its obligations under the by-laws or the *Management Act*.

26.5 Obligations of the owners corporation

The *owners corporation* must make structural repairs to and replace *Roof Area B*.

27. Exclusive use of the hatch

27.1 Exclusive use by-law

This is an *exclusive use by-law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owner* of *lot 42*.

By-laws 3.2 to 3.6 apply to this *exclusive use by-law*.

27.2 Exclusive use rights

The *owner* of *lot 42* has:

- (a) exclusive use of the *hatch*; and
- (b) the special privilege to access the roof of the building for *Nova* from *lot 42* and through the *hatch* to exercise their rights and obligations in by-law25.

27.3 Interpreting this by-law

In this *exclusive use by-law*, "you" means the owner of *lot 42*.

27.4 What are your obligation?

You must, at your cost:

- (a) maintain and repair the *hatch*; and
- (b) keep the *hatch* locked and properly sealed when you do not require access through it; and
- (c) give the *owners corporation* access to the *hatch* if the *owners corporation* needs to comply with its obligations under the by-laws or the *Management Act*.

27.5 Obligations of the owners corporation

If the *hatch* needs to be replaced, the *owners corporation* must replace it at your cost.

28. Special privilege for marketing activities

28.1 Exclusive use by-law

This is an *exclusive use by law*. The *owners corporation* may amend or cancel it only by special resolution and with the written consent of the *owner* of *lot 48* (while that owner is the developer or one of the associated entities).

By-laws 3.2 to 3.6 apply to this *exclusive use by law*.

28.2 Special privilege rights

The *owner* of *lot 48* (while that owner is the developer or one of the associated entities) has the special privilege to erect "For Lease" or "For Sale" signs (or both):

- (a) on the balcony that forms part of *lot 48* (including the balustrade); and
- (b) within that part of the *common property* open space area below and in front of the balcony that forms part of *lot 48*

in connection with *marketing activities*.

28.3 Interpreting this by-law

In this exclusive use by-law, "you" means the owner of *lot 48* (while that owner is the developer or one of the associated entities).

28.4 What are your obligations?

You must:

- (a) immediately remove the signs if they are not being used in connection with *marketing activities* (at your cost); and
- (b) promptly comply with any notice, order or requirement of a *government agency* issued in connection with your special privilege rights in by-law 28.2 ("Special privilege rights") (at your cost); and
- (c) give the *owners corporation* access to those parts of the *common property* that are the subject of the special privilege rights in by-law 28.2 ("Special privilege rights") if the *owners corporation* needs to comply with its obligations under the *by-laws* or the *Management Act*.

28.5 Application of by-law 9.1

You are not required to comply with by-law 9.1 ("What are your obligations?") when exercising your rights under this by-law.

29. Rules

NOTE: This by-law was repealed in accordance with a special resolution of the Owners Corporation on 29 May 2018.

30. How are consents given?

30.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the owners corporation at a general meeting; or
- (b) the *executive committee* at a meeting of the *executive committee*.

30.2 Conditions

The *owners corporation* or the *executive committee* may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

30.3 Can consent be revoked?

The *owners corporation* or the *executive committee* may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

31. Failure to comply with by-laws

31.1 Powers of the owners corporation

The powers of the *owners corporation* under this by-law are in addition to those that it has under the *Management Act*.

31.2 What can the owners corporation do?

The *owners corporation* may do anything on your *lot* that you should have done under the *Management Act* or the by-laws but which you have not done or, in the opinion of the *owners corporation*, have not done properly.

The *owners corporation* must give you a written notice specifying when will enter your *lot* to do the work. You must:

- (a) give the *owners corporation* (or persons authorised by it) access to your *lot* according to the notice and at your cost; and
- (b) pay the *owners corporation* for its costs for doing the work.

Without limiting the generality of any other by-law. The *owners corporation* may recover any money you owe it under the by-laws as a debt.

32. Applications and complaints

You must make any applications and complaints to the *owners corporation* in writing and address them to the *strata manager*.

33. Plants

If there are planter boxes on or within a terrace or balcony of a lot, the Owner or occupier must:

- (a) properly maintain the soil and plants in the planter boxes; and
- (b) when watering the plants or planter box, make sure that no water enters common property or another lot.

34. Car Washing

34.1 An owner, occupier or an invitee of an owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property.

34.2 This bylaw does not preclude the washing of motor vehicle on the common property designated as "Car Wash Bay on Strata Plan".

35. Balconies

The owner or occupier of a lot must not, without the written consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within a lot.

36. Air Conditioning Units

PART 1

PART 1.1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

1.2 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.

- (b) **Air-Conditioning Unit** means a split system reverse cycle air- conditioning unit only.
- (c) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (d) **Building** means the building situated at 4 Grandstand Parade, Zetland.
- (e) **Council** means City of Sydney Council.
- (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (g) **Lot** means each lot in strata plan 69174.
- (h) **Owner** means the owner(s) of the Lot.
- (i) **Owners Corporation** means the owners corporation constituted by the registration of strata plan no 69174.
- (j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of the Air-Conditioning Unit together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

2.2 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 Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (d) provide the Owners Corporation with the completed Application Form attached to this by-law marked **Annexure A**;
- (e) obtain the written approval of the Owners Corporation.

3.2 **During installation of the Works**

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any opening created by the construction or installation of the Works must be adequately waterproofed;
- (e) ensure that any electricity or other services required to install the Air-Conditioning Unit are installed so they are connected to the Lot's electricity or appropriate supply;
- (f) carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (g) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (i) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (j) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (k) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (l) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.3 After installation of the Works

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

3.4 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) not be located on the wall or roof of a building that faces the primary road, or forward of the Building line to the primary road;
- (c) be located at least 450mm from the boundary of the Building;
- (d) subject to clause 3.4(c), be attached to the external wall of a building or ground mounted;
- (e) not be higher than 1.8m above ground level (existing);
- (f) not reduce the existing fire resistance level of a wall;
- (g) not exceed a sound rating of 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified by an Authority or the Owners Corporation from time to time;
- (h) have a new condenser unit (external) that:
 - (i) is mounted on vibration pads in a location so to minimise noise and vibration;
 - (ii) is installed unobtrusively in a location as approved by the Owners Corporation; and
 - (iii) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
- (i) be manufactured and designed to specifications for domestic use

3.5 Enduring rights and obligations

The Owner must:

- (a) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (b) properly maintain and upkeep the Works and upkeep those parts of the common property in contact with the Works in a state of good and serviceable repair;
- (c) ensure that any electricity or other services required to operate the Air-Conditioning Unit are installed so they are connected to the Lot's electricity or appropriate supply;
- (d) use reasonable endeavors to cause as little disruption as possible when using the Air-Conditioning Unit;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred; and
- (f) comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- (g) ensure the Air-Conditioning Unit does not cause water escape or water penetration to lot or common property (including the Lot); and
- (h) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

3.6 Failure to comply with this by-law

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

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

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

3.8.2 The provisions of this by-law and the obligations as they apply to the Owner are severable and only apply to the Works that benefit that particular Owner.

37. Bike Racks and Storage Units

PART 1

PART 1.1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege (at the Owner's cost and to remain the Owner's fixture) to carry out the Works and exclusive use of the area in which the Works are carried out, subject to the terms and conditions contained in Part 3 of this by-law.

PART 1.2

THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Bond** means the bond being a bank cheque in the amount of \$500.00 (inclusive of GST) made payable to the Owners Corporation
- (d) **Building** means the building situated at 4 Grandstand Parade, Zetland.
- (e) **Council** means City of Sydney Council.
- (f) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (g) **Lot** means each lot in strata plan 69174.
- (h) **Owner** means the owner(s) of the Lot.
- (i) **Owners Corporation** means the owners corporation constituted by the registration of strata plan no. 69174.
- (j) **Specifications** means the following:

- (i) in relation the bike rack, means a Racor B-1R Solo Vertical Bike Rack only; and
 - (ii) in relation to the storage unit, the Space Commander specifications, attached to this by-law and marked **Annexure A** and in particular model types SC2511, SC2518, SC2581 and SC2588 only.
- (k) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of a bike rack and storage unit to the car space of the Lot, together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the Specifications and provisions of this by-law.

2.2 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 Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) references to any Works under this by-law include, where relevant, all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3

CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporation with a copy of the completed form attached at **Annexure B**, together with the Bond;
- (c) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (e) obtain the written consent of the Owners Corporation.

3.2 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards and the requirements of any Authority including any fire safety regulations;

- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to install the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time; and
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required).

3.3 After installation of the Works

After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the installation of the Works has been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified; and
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation.

3.4 Compliant Works

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) be manufactured and designed to specifications for domestic use; and
- (c) be conducted strictly in accordance with the Specifications.

3.5 Enduring rights and obligations

The Owner must:

- (a) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- (b) properly maintain and upkeep the Works and upkeep those parts of the common property in contact with the Works in a state of good and serviceable repair;
- (c) use reasonable endeavors to cause as little disruption as possible when using the Works;
- (d) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;

- (e) comply with all directions, orders and requirements of any Authority relating to the use of the Works; and
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

3.6 Failure to comply with this by-law

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

- (a) carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

3.7 Ownership of Works

The Works will always remain the property of the Owner.

3.8 Applicability

- 3.8.1 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.
- 3.8.2 The provisions of this by-law and the obligations as they apply to the Owner are severable and only apply to the Works that benefit that particular Owner.

Special By-Laws for Lot's (38 - 59)

38. SPECIAL BY-LAW NO 38

WORK FOR LOT 67

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has:

- (A) the special privilege to carry out the Works (at the Owner's cost) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works;
and
- (B) a right of exclusive use and enjoyment on part of the Exclusive Use Area for the Permitted Use,

subject to the conditions contained in Part 3 of this by-law. DEFINITIONS & INTERPRETATION

Definitions

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

- (A) **Act** means the Strata Schemes Management Act 6796.
- (B) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the lot or the building including the local council.
- (C) **Exclusive Use Area** means the common property occupied by the Works.
- (D) **Insurance** means:
 - (I) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (II) insurance required under the Home Building Act 6789 (if any); and
 - (III) workers' compensation insurance.
- (E) **Lot** means lot 67 in strata plan 69174.
- (F) **Owner** mean(s) the owner(s) of the Lot.
- (G) **Plan** means the plan delineating the Exclusive Use Area attached to this by-law and marked 'A'.
- (H) **Permitted Use** means the use of the Exclusive Use Area for the purposes of residential use.
- (I) **Works** means the works to the common property to be carried out for and in connection with the Owner's removal of the tiles and the installation of floor boards and an acoustic underlay in the Exclusive Use Area together with the restoration of lot and common property damaged by the works, all of which are to be conducted strictly in accordance with the provisions of this by-law.

Interpretation

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

- (A) the singular includes the plural and vice versa;
- (B) any gender includes the other genders;
- (C) any terms in the by-law will have the same meaning as those defined in the Act;
- (D) references to legislation include references to amending and replacing legislation;
- (E) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (F) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

CONDITIONS

Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (A) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (B) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- (C) effect and maintain Insurance and provide a copy to the owners corporation;
- (D) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs);

1.1 Notice

At least two (2) days prior to the commencement of the Works or an aspect of the shall make arrangements with the strata manager regarding the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

During installation of the Works

During the process of the installation of the Works, the Owner must:

- (A) use duly licensed employees, contractors or agents to conduct the installation;
- (B) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (C) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (D) carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (E) perform the installation within a period of one {1} month from its commencement or such other period of time as may be approved by the owners corporation;
- (F) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (G) ensure that the installation 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 occurs the Owner must rectify that interference or damage within a reasonable period of time;

- (H) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (I) not vary the Works without first obtaining the consent in writing of the owners corporation.

After installation of the Works

- (i) After the installation of the Works is completed, the Owner must without unreasonable delay:
 - (A) notify the owners corporation that the installation of the Works has been completed;
 - (B) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
 - (C) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
 - (D) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.
- (ii) The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.
- (iii) The Owner must not install or place any fixtures, fittings or furnishings on the Exclusive Use Area.

1.2 Statutory and other requirements

- (iv) The Owner must:
 - (A) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
 - (B) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (C) comply with the provisions of the Home Building Act 6789.
- (v) The Works must:
 - (A) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and

- (B) comprise materials that are in keeping with the current materials used for the Works, are good and suitable for the purpose for which they are used and must be new.

- (j) Enduring rights and obligations

- (i) The Owner must:
 - (A) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);

 - (B) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

 - (a) only use the Exclusive Use Area for the Permitted Use;

 - (b) not carry out any alterations, or additions or do any works in the Exclusive Use Area (other than those approved under this by-law);

 - (c) obtain the approval of the owners corporation if the use of the Exclusive Use Area is be changed;

 - (d) keep the Exclusive Use Area clean, tidy and well-ordered condition at all times;

 - (e) properly maintain and upkeep the Exclusive Use Area in a state of good and serviceable repair;

 - (f) use reasonable endeavors to cause as little disruption as possible when using the Exclusive Use Area;

 - (g) remain liable for any damage to lot or common property arising out of the use of the Exclusive Use Area and will make good that damage immediately after it has occurred;

 - (h) comply with all directions, orders and requirements of any statutory authorities relating to the use of the Exclusive Use Area;

 - (i) ensure that the contents of the Exclusive Use Area are insured at all times. The owners corporation will not be liable for damage to any property kept within the Exclusive Use Area;

 - (j) allow the owners corporation, its servants or agents, and any statutory authority access to the Exclusive Use Area for the purposes of carrying out repair or maintenance of the common property or certification;

 - (k) indemnify and keep indemnified the owners corporation against any costs or losses arising out of, or in connection with:
 - (I) the Works including their installation, repair, maintenance, replacement, removal and/or use; and

 - (II) the Permitted Use of the Exclusive Use Area, including any liability in respect of the property of the Owner. For the purposes of this condition, the certificate of the owners corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the

owners corporation and attributable to the Permitted Use;

- (l) for the avoidance of doubt, the Owner indemnifies and shall keep indemnified the owners corporation against any loss, damage to or destruction of the Exclusive Use Area and/or personal property of the Owner caused howsoever by the owners corporation, its officers, employees, contractors or agents carrying out any repair or maintenance pursuant to clause 3.7(a) and (b).

(k) Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- {A} by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (B) enter upon the Exclusive Use Area to carry out the work;
- (C) recover the costs of such work from the Owner as a debt due; and
- (D) recover the costs incurred by the owners corporation in carrying out that obligation from the defaulting Owner or Owners.

(l) Ownership of Works

The Works will always remain the property of the Owner.

(m) Applicability

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

39. SPECIAL BY-LAW NO 39

WORKS TO LOT 18

The provisions of Special By-law No. 16 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) "**Major Works**" means the works to the Lot and the common property to be carried out in changes to the kitchen
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) "**Lot**" means 18.
 - (c) "**Plans**" means the plans/drawings prepared by Taste and dated 16th October 2014 a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

40. SPECIAL BY-LAW NO 40

WORKS TO LOT 31

The provisions of Parts 1, 2, and 3 of Special By-law No. 36 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be carried out in installation of an air conditioning unit.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 31.
 - (c) **"Plans"** means the plans/drawings attached marked "Annexure B" copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

41. SPECIAL BY-LAW NO 41

WORKS TO LOT 75

The provisions of Parts 1, 2, and 3 of Special By-law No. 16 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be carried out in changes being made within the bathroom.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance the provisions of this by-law.
 - (b) **"Lot"** means 75.
 - (c) **"Scope of works"** marked "Annexure D" means the quotation provide by Abode Renovations, a copy of which was tabled at the meeting at which this by-law was passed, and is attached to this by-law.

42. SPECIAL BY-LAW NO 42

WORKS TO LOT 75

The provisions of Parts 1, 2, and 3 of Special By-law No. 36 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be carried out in installation of an air conditioning unit.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 75.

43. SPECIAL BY-LAW NO 43

WORKS TO LOT 103

The provisions of Special By-law No. 6.3 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be carried out by way of the installation of a timber floor.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 103.
 - (c) **"Plans"** means the plans/drawing marked annexure "E" copy of which is to be tabled at the meeting at which this by-law was passed and is attached to this by-law.

44. SPECIAL BY-LAW NO 44

BATHROOM RENOVATIONS LOT 37

The provisions of Parts 1, 2, and 3 of Special By-law No. 16 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be undertaken which is bathroom refurbishment (includes tiling).
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance the provisions of this by-law.
 - (b) **"Lot"** means 37

45. SPECIAL BY-LAW NO 45

FLOORING INSTALLATION LOT 42

The provisions of Special By-law No. 6.3 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be undertaken by the installation of hard wood flooring.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 42

46. SPECIAL BY-LAW NO 46

INSTALLATION OF AIR CONDITIONER LOT 44

The provisions of Parts 1, 2, and 3 of Special By-law No. 36 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be carried out, which is by way of installation of an air conditioner.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 44

47. SPECIAL BY-LAW NO 47

INSTALLATION OF AIR CONDITIONER LOT 63

The provisions of Parts 1, 2, and 3 of Special By-law No. 36 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be carried out, which is by way of installation of an air conditioner.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 63.

48. SPECIAL BY-LAW NO 48

FLOORING INSTALLATION LOT 76

The provisions of Special By-law No. 6.3 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be undertaken by the installation of hard wood flooring.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 76

49. SPECIAL BY-LAW NO 49

BATHROOM RENOVATIONS LOT 76

The provisions of Parts 1, 2, and 3 of Special By-law No. 16 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be undertaken which is bathroom refurbishment to main bathroom and ensuite (includes tiling)
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance the provisions of this by-law.
 - (b) **"Lot"** means 76

50. SPECIAL BY-LAW NO 50

INSTALLATION OF AIR CONDITIONER LOT 93

The provisions of Parts 1, 2, and 3 of Special By-law No. 36 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be carried out, which is by way of installation of an air conditioner.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 93.

51. SPECIAL BY-LAW NO 51

INSTALLATION OF AIR CONDITIONER LOT 103

The provisions of Parts 1, 2, and 3 of Special By-law No. **36** are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be carried out, which is by way of installation of an air conditioner.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 103.

52. SPECIAL BY-LAW NO 52

INSTALLATION OF DUCTED RANGEHOOD LOT 103

The provisions of Parts 1, 2, and 3 of Special By-law No. **16** are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be undertaken which is the installation of a new ducted rangehood.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance the provisions of this by-law.
 - (b) **"Lot"** means 103

53. SPECIAL BY-LAW NO 53

BATHROOM AND TILING WORKS LOT 110

The provisions of Parts 1, 2, and 3 of Special By-law No. **16** are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be undertaken which is bathroom refurbishment including tiling.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance the provisions of this by-law.
 - (b) **"Lot"** means 110

54. SPECIAL BY-LAW NO 54

INSTALLATION OF AIR CONDITIONER LOT 119

The provisions of Parts 1, 2, and 3 of Special By-law No. 36 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be carried out, which is by way of installation of an air conditioner.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 119.

55. SPECIAL BY-LAW NO 55

FLOORING INSTALLATION LOT 120

The provisions of Special By-law No. 6.3 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be undertaken by the installation of laminate flooring.
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) **"Lot"** means 120.

56. SPECIAL BY-LAW NO 56

REFURBISHMENT WORKS LOT 125

The provisions of Special By-law No. 16 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) **"Major Works"** means the works to the Lot and the common property to be undertaken as outlined below:
 - Refurbishment works to be undertaken to the main and ensuite bathrooms this includes walls and ceiling, and tiling works.
 - Refurbishment works to be undertaken to kitchen a, gyprock walls, bulk head

ceilings and ceilings

- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance with the provisions of this by-law.
 - (b) "Lot" means 125

57. SPECIAL BY-LAW NO 57

HARD SURFACE FLOORING LOT 125

The provisions of Parts 1, 2, and 3 of Special By-law No. 6.3 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

- (i) "**Major Works**" means the works to the Lot and the common property to be undertaken which is installation of wooden flooring in the bedroom and the installation of tiles in the lounge, dining, kitchen and laundry
- (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
 - (a) the restoration of lot and common property (including the Lot) damaged by the works referred to above, all of which is to be conducted strictly in accordance the provisions of this by-law.
 - (b) "Lot" means 125

58. SPECIAL BY-LAW NO 58

Lot 63 WORKS

PART 1

GRANT OF RIGHT

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

PART 2

APPLICATION OF SPECIAL BY-LAW

- 2.1** The provisions of Parts 2 and 3.2-3.12 (inclusive) of Special By-law No. 16 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

PART 3

DEFINITIONS

- 3.1** In addition to the definitions in Part 2 of Special By-law 16, the following definitions are also adopted:
- (a) **"Major Works"** means the works to the Lot and the common property to be carried out in connection with the bathroom works for the Lot including:
- (i) Removal of bath and replace tiling and waterproofing; and
 - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,
- all of which is to be conducted strictly in accordance with the provisions of this by-law.
- (b) **"Lot"** means 63 in strata plan 69174.

59. SPECIAL BY-LAW NO 59

Lot 41 Works

PART 1

GRANT OF RIGHT

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

PART 2

APPLICATION OF SPECIAL BY-LAW

- 2.1** The provisions of Parts 2 and 3.2-3.12 (inclusive) of Special By-law No. 16 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

PART 3

DEFINITIONS

- 3.1** In addition to the definitions in Part 2 of Special By-law 16 the following definitions are also adopted:
- (a) **"Major Works"** means the works to the Lot and the common property to be carried out in connection with the bathroom works for the Lot including:
- (i) moving of the kitchen to the west wall, reconfigure the laundry & cupboards, install a ducted air conditioner and install a extraction fan in the bathroom (the motor will on the exterior of the building not the cladding, and will not be viewable from common property),waterproofing where needed, in the areas where the works compromise the current waterproofing; and
 - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

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

(b) "Lot" means 41 in strata plan 69174.

ANNEXURES

ANNEXURE A TO BY-LAW 6.3

STRATA PLAN 69174, 4 GRANDSTAND PARADE, ZETLAND

HARD SURFACE FLOORING APPLICATION FORM

Use this form if you wish to install hard surface flooring within your apartment. This form is to be construed according to the conditions outlined in BY-LAW NO. 6.3 FOR HARD SURFACE FLOORING.

OWNERS NAME _____ **UNIT/LOT NUMBER** _____

CONTACT TELEPHONE (list all).....

EMAIL

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

PLEASE ATTACH/PROVIDE:

- BRIEF DESCRIPTION OF HARD SURFACE FLOORING
- PLAN / DIAGRAM OF LOCATION OF WHERE FLOORING WILL BE INSTALLED WITHIN THE LOT (provided by owner)
- REPORT FROM ACOUSTIC ENGINEER IN ACCORDANCE WITH CLAUSE 6.333(E) OF BY-LAW 6.3 (HARD SURFACE FLOORING)
- SECURITY DEPOSIT: CHEQUE for \$500 made out to "The Owners - Strata Plan No 69174"

I the undersigned hereby warrant that I have read By-Law No. 6.3 for Hard Surface Flooring and agree to comply with all of the conditions and limitations imposed thereby.

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

ANNEXURE A TO BY-LAW 11

STRATA PLAN 69174, 4 GRANDSTAND PARADE, ZETLAND

MOVING IN/OUT APPLICATION FORM

Use this form if you wish to move in/out of the building. This form is to be construed according to the conditions outlined in the BY-LAW NO. 11 FOR MOVING IN AND OUT OF THE BUILDING.

I, _____(owner/tenant) of Unit _____, hereby notify The Owners – Strata Plan 69174 that the following shifting activity shall take be in placed at / from the stated unit:-

- Move In
- Move Out
- Delivery of new item (please attach a copy of purchased item receipt)
- Others (please specify): _____

Contact No. (Home) _____ (Office) _____ (Mobile) _____

Details of the above shifting activity shall be as following:-

Date(s): _____ Type of vehicle: _____

Time of arrival: _____ Duration required: _____ hours

Size / weight (lorry): _____

Important: Move in and out of the building is only restricted to Monday to Saturday - 9.00am to 6.00pm (or other time approved by the Owners Corporation in writing).

Terms and Conditions

- Only complete application form will be accept by the Owners Corporation.
- Application should submit the application (3) three working days in advance to the Owners Corporation before activities begin.
- Monetary Bond must be provided to the Owners Corporation in the form of a cheque for \$500 made out to "The Owners - Strata Plan No 69174".
- Deposit will be refunded if the Security Officer satisfied after checking for any damage and cleanliness.
- Permissible hours for shifting in or out only within 9.00am to 6.00pm daily.
- Should any incident of loss, theft or other mishap found during or after the transaction, the Owners Corporation will not hold any responsibility.
- Resident should give a full cooperation to the Security Officer who has the right to monitor the shifting movement

I hereby:

- understand that the entire waste disposal should not to be thrown on or around the common property and the Owners Corporation reserves a right to forfeit against my deposit shall the rules and regulation breached; AND
- warrant that I have read By-Law No. 11 for Moving In and Out of the Building and agree to comply with all of the conditions and limitations imposed thereby.

.....
Signature:
Name:
Date:

.....

(For Office Use Only)

Received by (Management staff): _____ Date: _____

Amount of deposit received: _____ Official Receipt No. : _____

.....

(For Security Use Only)

ENTRY	EXIT
Inspected by (Name): _____	Inspected by (Name): _____
Date: _____	Date: _____
Time : _____	Time : _____
Comment: _____	Comment: _____
Signature: _____	Signature: _____

ANNEXURE "B –WORKS"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No 69174 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot [] to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No 69174 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO < > Lot [] Works

PART 4

GRANT OF RIGHT

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

APPLICATION OF SPECIAL BY-LAW

The provisions of Parts 2 and 3.2-3.12 (inclusive) of Special By-law No. < > are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

DEFINITIONS

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

"Major Works" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:

_____ ; and

the restoration of lot and common property (including the Lot) damaged by the works referred to above,

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

"Lot" means _____ in strata plan 69174.

"Plans" means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

CONDITIONS

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

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

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

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

INSERT ANY ADDITIONAL/SPECIAL CONDITIONS

Annexure C to By-law 16

Annexure "C"

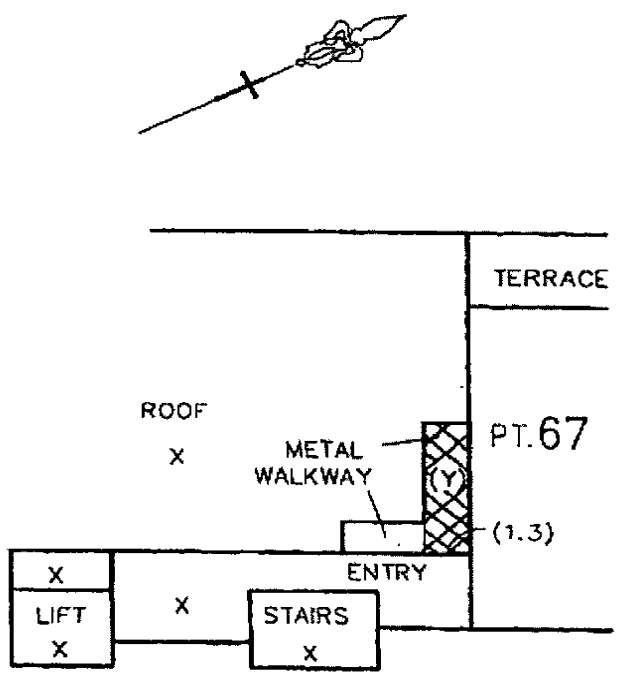
**CONSENT UNDER SECTION 143
STRATA SCHEMES MANAGEMENT ACT 2015
STRATA SCHEME 69174**

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

I/We, _____, CONSENT to the making of a by-law conferring rights over the common property for the installation of _____ to be carried out by me/us as the owner/s of lot _____ in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.
The by-law is to be made by the Owners Corporation at a general meeting on _____ or any adjournment of that meeting.

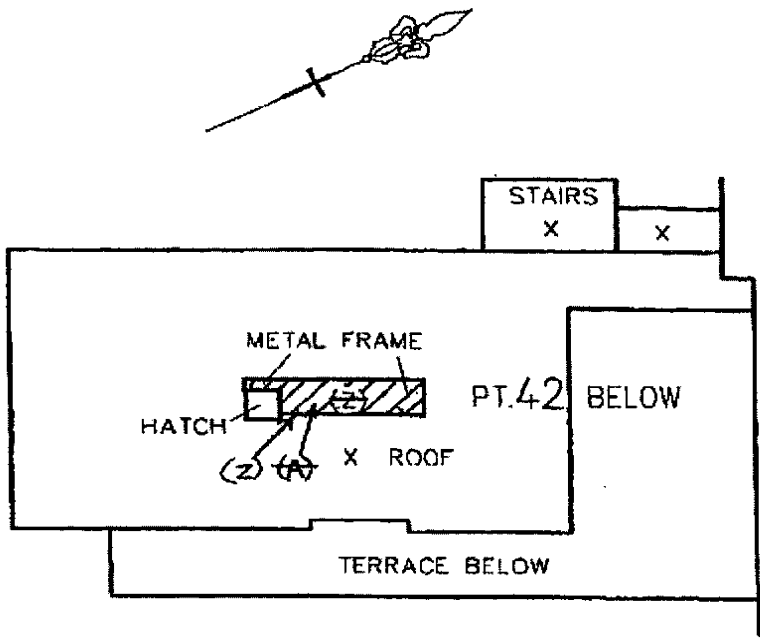
Dated:
Signature of _____
Owner of Lot _____
cc: The Owners – Strata Plan No 69174

SKETCH SHOWING EXCLUSIVE USE
COMMON PROPERTY AREA LEVEL 5
No. 4 GRANDSTAND PDE, ZETLAND



AREA B
(Y) DENOTES EXCLUSIVE USE AREA
(SEE DEFINITIONS SH 8)
(X) DENOTES COMMON PROPERTY.

SKETCH SHOWING EXCLUSIVE USE
COMMON PROPERTY AREA ROOF LEVEL
No. 4 GRANDSTAND PDE, ZETLAND

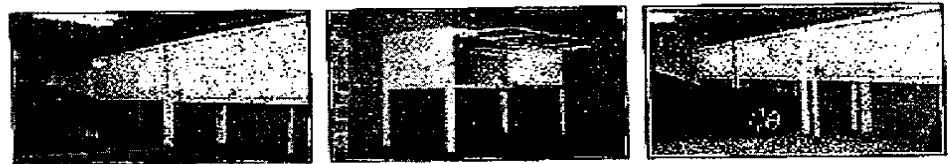


Area A

- (Z) DENOTES EXCLUSIVE USE AREA
(SEE DEFINITIONS SHEET 8)
- X DENOTES COMMON PROPERTY.

ANNEXURE A TO BY-LAW 36

Over Car Bonnet boxes



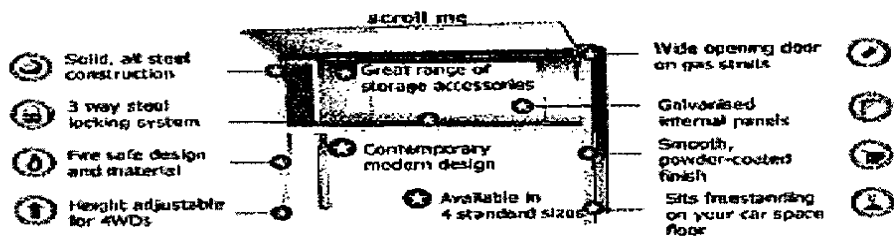
click to enlarge

"The Space Commander™ garage storage system is the innovative solution to the storage problem in apartments and houses – use the otherwise wasted space that sits over your car bonnet to create valuable storage space."

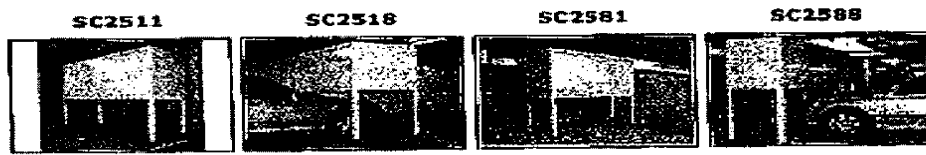
Space Commander™ Over Car Bonnet storage boxes are particularly popular in apartment buildings where the storage need is so great and the options are so limited. Installing a Space Commander™ Over Car Bonnet storage box is the cost effective and practical solution to clearing clutter from your apartment by better utilising your basement car space. The dimensions allow for the bonnet of any large car to fit underneath the cabinet while up to 3.2 cubic metres of storage space is created above.

All Space Commander™ models comply with Australian Standards AS2890.1 and AS2118.

A quick look at our features and benefits will convince you that Space Commander™ is the right solution for your storage problem:



Click on each model type



ANNEXURE B TO BY-LAW 36

STRATA PLAN 69174, 4 GRANDSTAND PARADE, ZETLAND

BIKE RACKS AND STORAGE UNITS APPLICATION FORM

Use this form if you wish to install a bike rack or storage unit within your car space. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO.< > FOR BIKE RACKS AND STORAGE UNITS.

OWNERS NAME _____ **UNIT/LOT NUMBER** _____

CONTACT TELEPHONE (list all).....

EMAIL

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

PLEASE ATTACH/PROVIDE

- BRIEF DESCRIPTION OF INTENDED BIKE RACK/STORAGE UNIT
- PLAN / DIAGRAM OF LOCATION BIKE RACK/STORAGE UNIT (provided by owner)
- SECURITY DEPOSIT: CHEQUE for \$500 made out to "The Owners - Strata Plan No 69174"

I the undersigned hereby warrant that I have read the Special By-Law No. < > for Bike Racks and Storage Units and agree to comply with all of the conditions and limitations imposed thereby.

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

MOTION < >

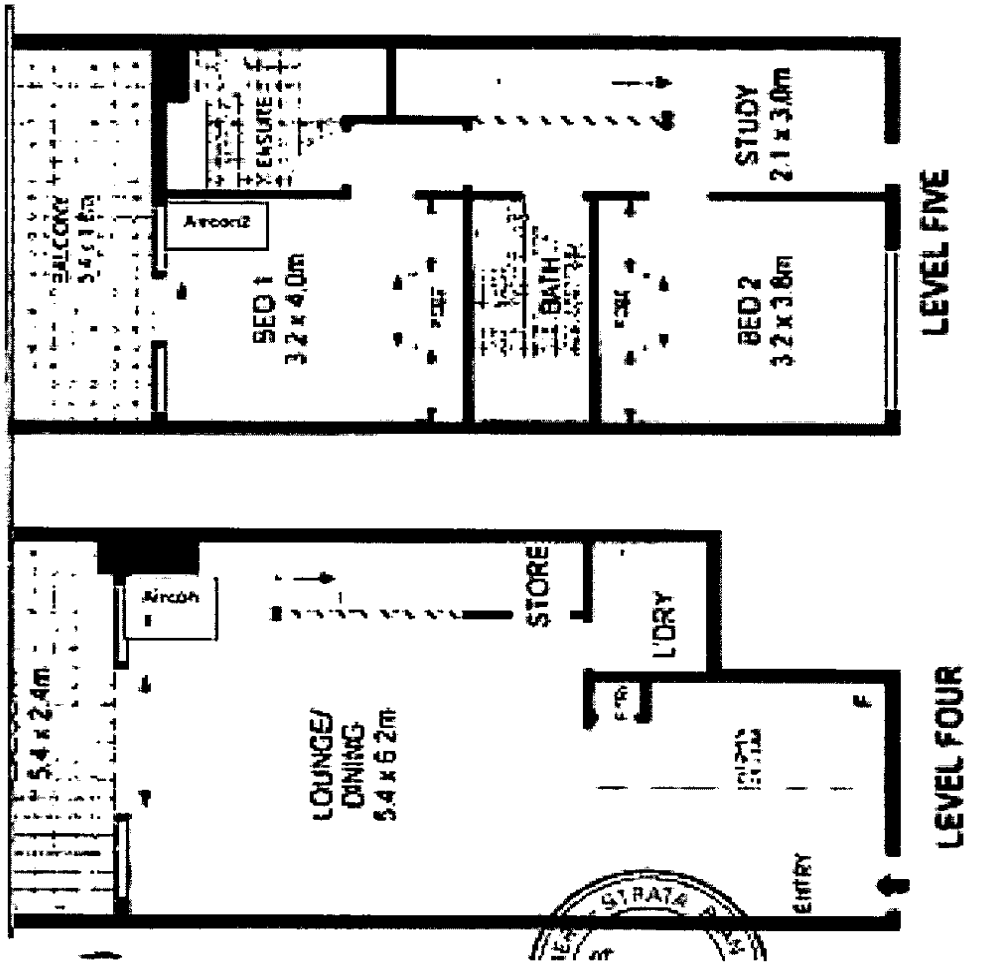
THAT The Owners – Strata Plan No. 69174 RESOLVES pursuant to the *Strata Schemes Management Act 1996* to consolidate all by-laws at amendments to by-laws applicable to the strata scheme with Land and Property Information (subject to consent being obtained from Land and Property Information to do so:

MOTION < >

THAT The Owners – Strata Plan No. 69174 RESOLVES to delegate to the strata managing agent the function of executing and providing all relevant documentation required to implement the intention of the preceding motion.

ANNEXURE B TO BY-LAW 31

22/3 Wolseley Grove Zetland - Lot 31 - Floor Plan - Proposed Aircon Location Marked



Aircon #1 - 5kw

Technical Specifications

3G C5 0.5V 16.0kW Reverse Cycle Air Con

Installation: As Conditioned Installation

Type: Reverse Cycle

Cooling Capacity: 5.0kW

Heating Capacity: 4.0kW

Energy Rating Cooling: J 3 Star

Energy Rating Heating: 4 Star

Manufacturer Warranty: 5 Year

Inverter: Yes

Indoor Unit Width (mm): 1890

Indoor Unit Height (mm): 326

Indoor Unit Depth (mm): 240

Outdoor Unit Width (mm): 870

Outdoor Unit Height (mm): 620

Outdoor Unit Depth (mm): 150

Indoor Unit: R134a/R410A

Outdoor Unit: R134a/R410A

Additional Features: (Optional) Remote Control

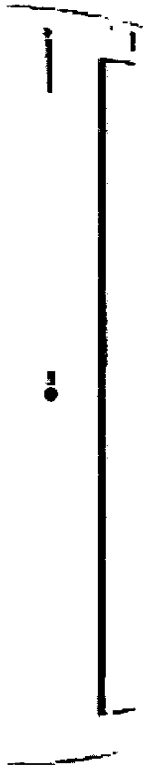


Aircon #2 - 2.5kw

IG C2.5kW H3.2kW Reverse Cycle Air Con

Technical Specifications

Installations:	Air Conditioning Installation
Type:	Reverse Cycle
Cooling Capacity:	2.5kW
Heating Capacity:	3.2kW
Energy Rating Cooling:	5 Star
Energy Rating Heating:	5 Star
Manufacturers Warranty:	5 Year
Inverter:	Yes
Indoor Unit Width (mm):	855
Indoor Unit Height (mm):	296
Indoor Unit Depth (mm):	236
Outdoor Unit Width (mm):	770
Outdoor Unit Height (mm):	545
Outdoor Unit Depth (mm):	286
Indoor Unit:	P09AVM1-1-1-1-1-4
Outdoor Unit:	P09AVM1-1-1-1-1-4
Additional Feature:	Flexmaster Ioniser Plus



Justification for installation of air-conditioning units in 22/3 Wolseley Grove:

1. Air-conditioning unit – living room:

Where do you wish to install the unit: Living room, wall mounted

Which company will you use: Bing Lee. The installation will be carried out by approved and registered air-conditioning tradespeople

recommended by Bing Lee

Size of the unit: 4.5kw

Model: LG Reverse Cycle Split air conditioning system, refer to full specifications attached

Comments: The outdoor unit will be located on the floor in the balcony (lifted with a bracket so that it does not sit on the floor boards) and will endeavour a position that is less visible externally.

2. Air-conditioning unit – main bedroom:

Where do you wish to install the unit: Main bedroom, wall mounted

Which company will you use: Bing Lee. The installation will be carried out by approved and registered air-conditioning tradespeople

recommended by Bing Lee

Size of the unit: 2.5kw

Model: LG Reverse Cycle Split air conditioning system, refer to full specifications attached

Comments: The outdoor unit will be located on the floor in the balcony (lifted with a bracket so that it does not sit on the tiles) and will endeavour a position that is less visible externally.

Further comments:

The apartment is located on the top floor, facing East and West which means there is direct sunlight throughout the day. Summers are becoming unbearably hot and humid and an air-conditioning unit in the living room is required for comfort and to maintain a standard temperature. We believe that installing the air-conditioning units will make the apartment air circulation more comfortable. The bedroom is located on the top floor, therefore we need a smaller sized air-conditioner installed in the main bedroom. Furthermore, we have had tenants renting the apartment in the past 3mths and have formally complained about the heat and has chosen to move out.

ANNEXURE D TO BY-LAW 41



Abode Carpentry & Renovations Pty Ltd
ABN: 75 151 486 798

221 Stoney Creek Road, Cnr Dora Street
Beverly Hills NSW 2209
Ph: 02 9554 4455
Fax: 02 9554 9899

ABODE RENOVATIONS BATHROOM QUOTATION

Customer name	Angelo Calleja
Address	36/3 Victoria Park Ave. Zetland LOT 75
Phone	
Email	
Abode Customer Reference	ABD/CALLEJA
Date	26/08/2015

TRADES WORKS

Included below are all the trades works allowed to complete your bathroom renovation. All works are completed by the Abode Renovations employees and dedicated subcontractors. An experienced Abode Renovations Supervisor will be assigned to your project should you proceed with this quote.

PREPARATION

Cover and secure all tradesmen working areas with protective floor coverings. These floor covering will be remain for the duration of the renovation

DEMOLITION

Abode Renovations to

- Strip all existing fittings
- Strip floor and walls back to brick/stud work
- Strip ties from existing structural sub floor
- All waste will be removed from site in our waste truck. No unsightly skip bins!

PLUMBING

- Delete existing bath
- Prepare sewer and water point for in wall cistern
- Prepare drainage and water points for new vanity
- Rough in mixer and shower head outlet

CONSTRUCTION

- Alter framework to suit in wall cistern
- Re sheet walls in 6mm vira board
- Re render common walls.

WINDOWS

- Nil

DOORS

- Remove and re hang existing door



Page 3 of 7

ANNEXURE E TO BY-LAW 43

The Manager Owners Corporation SP69174
Attn: Building Manager Fernando Abiraad
T: 02 8332 6109

15 August 2015

Re: TIMBER FLOOR INSTALLATION AT UNIT 30/4 GRANDSTAND PARADE, ZETLAND NSW 2017

Dear Sir/Madam,

We refer to the above matter and herewith apply to install new timber floor in our unit replacing the carpet in the Lounge Room, Dining Room, Hall way to bedroom and the Entrance Hall.

We ensure the area covered with timber floor will be insulated with sound proofing underlay required, to meet the Standard impact sound pressure Level L₁ntw, specified by Owners Corporation.

We ensure the installation will be proceeded and conducted in professional and workmanship manners, and to follow the guide lines provided.

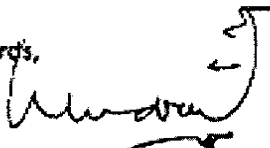
Kindly find brief description of Hard Surface Flooring to be installed and the acoustic underlay as follow:

Material:

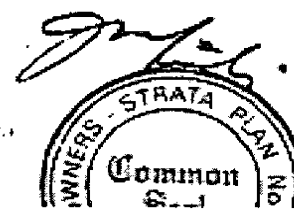
- Engineered Timber Flooring (Tongue & Groove) from "Preference" Flooring.
Dimension: 1820mm x 127mm x 14.5mm (Australian Timber).
Colour/Type – Jarrah 1 Strip.
Details and Technical Specifications attached.
- Acoustic Underlay from "Acoustica"
Type: AngelStep Gold8 – AAAC 5 Star Rating.
Dimension: 1150mm x 1150mm x 8mm thickness.
Details, Technical Specifications and Engineer Report attached.

We are looking forward for your approval, and should you have any queries, please contact us.

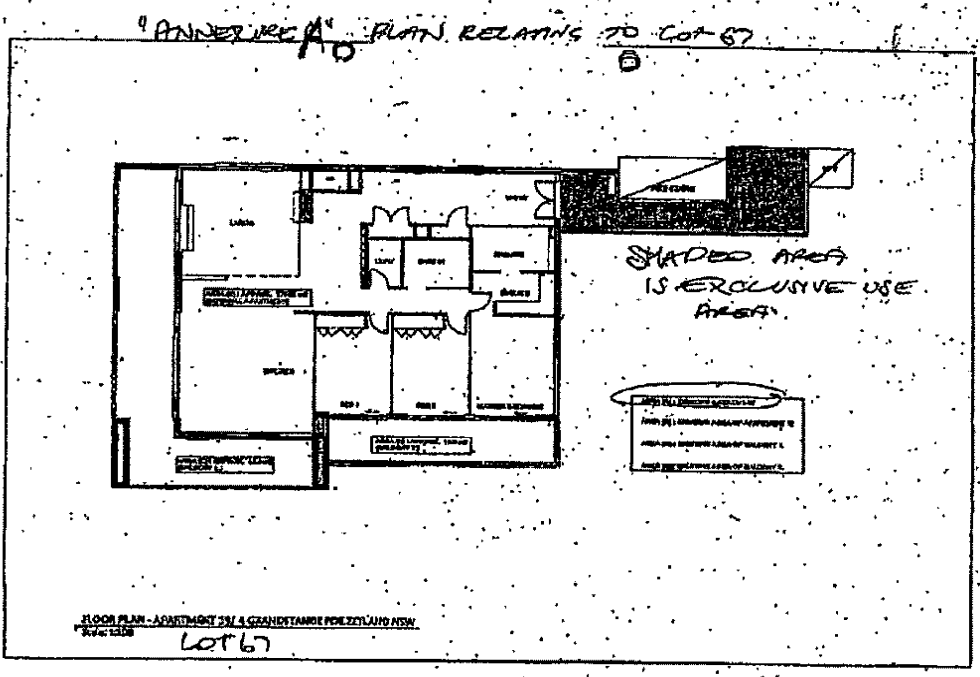
Kind regards,



Hendra Tanumihardja & Lena Sutanto



ANNEXURE "A" TO BY-LAW 38



CONSENT FORM FOR BY-LAW 38

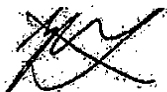
CONSENT UNDER SECTION 52
STRATA SCHEMES MANAGEMENT ACT 6796
STRATA SCHEME 69174

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/We, EYTAN MICHAEL ULIEL, CONSENT to the making of a by-law conferring rights over the common property for the Works and the Exclusive Use Area to be carried out by me/us the Owner/s of lot(s) 67 in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

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

Dated: 16 APRIL 2015

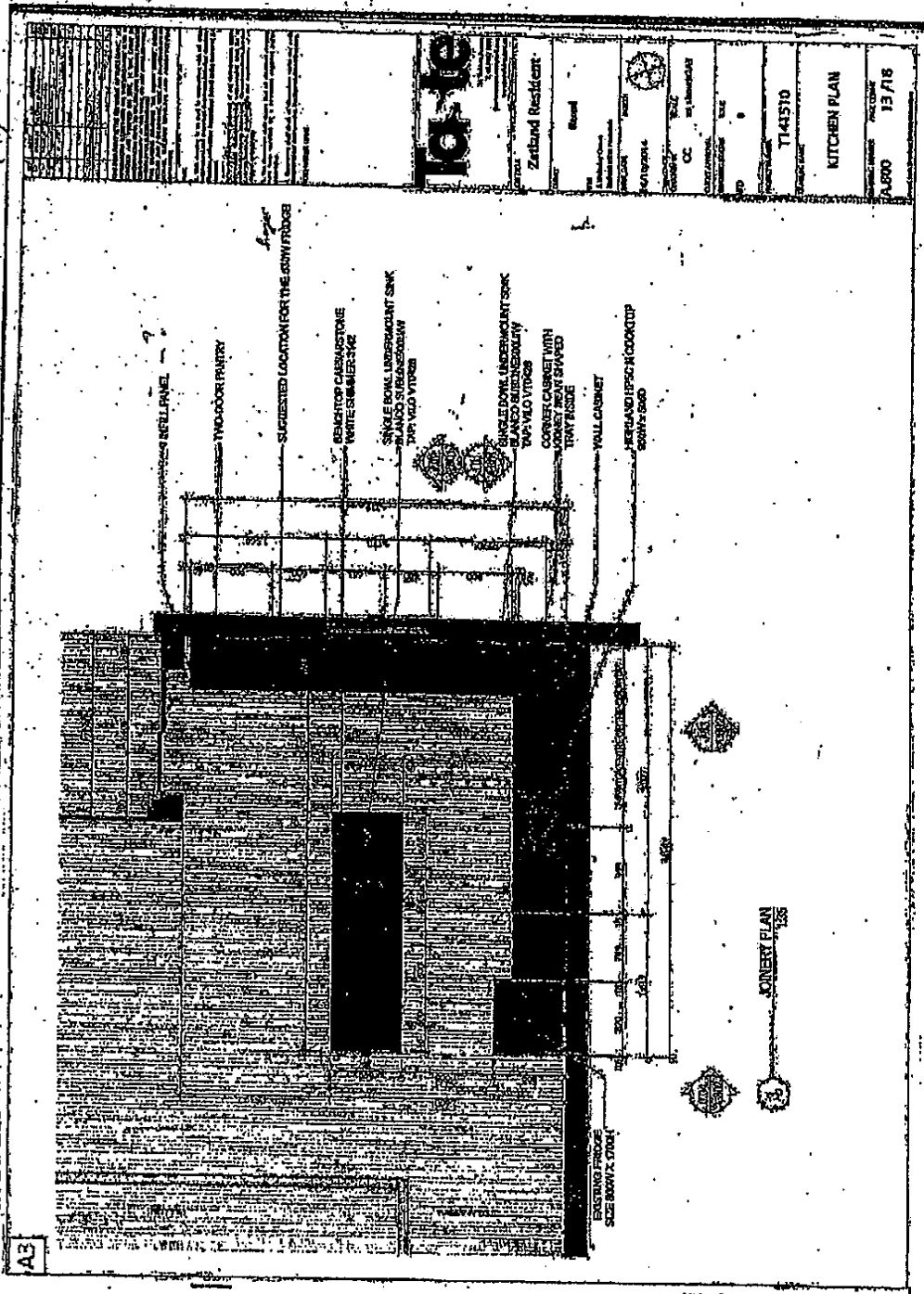


.....
Signature of owner/s of Lot 67

cc: The Owners – Strata Plan No. 69174

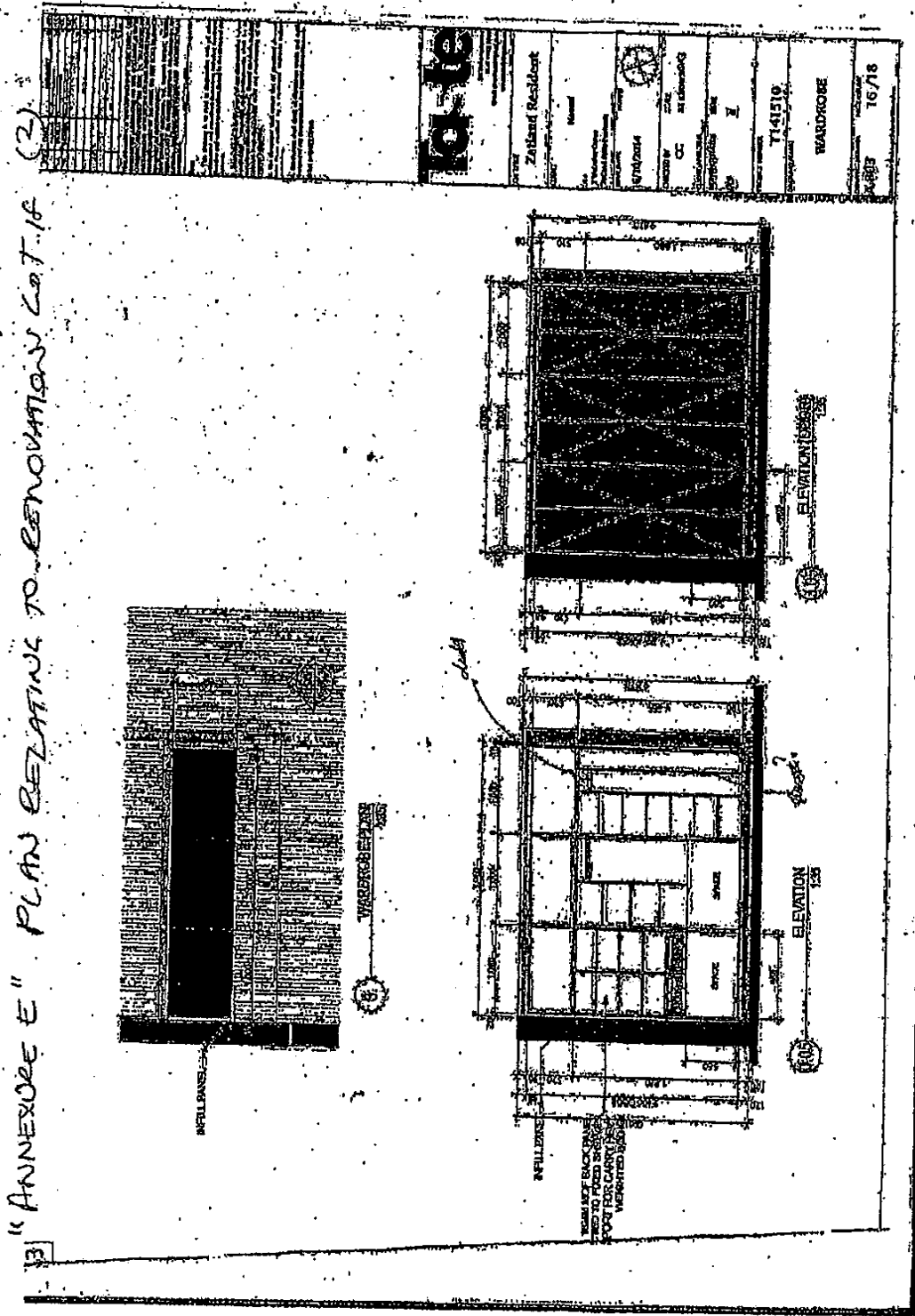
ANNEXURE TO BY-LAW 39

"ANNEXURE 'D'"
PLAN RELATIVE TO RENOVATIONS, LOT 16, (1)



la-te	
Zetland Resident	
Project No.	T141510
Project Name	KITCHEN PLAN
Scale	1/8" = 1'-0"
Date	13/18
Drawn By	JA/RO
Checked By	
Approved By	

ANNEXURE TO BY-LAW 39



CONSENT FORM FOR BY-LAW 39

CONSENT UNDER SECTION 143
STRATA SCHEMES MANAGEMENT ACT 2015
STRATA SCHEME 69174

TO: The Registrar General
NSW Land Registry Services
1 Prince Albert Road
Queens Square
Sydney NSW 2000

NAME
Leslie A. Reinos (Lot 18's full name):

CONSENT to amend the Special By-Law 39 -- "Works for Lot 18" by re-inserting the missing plan marked as Annexure D.


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

Dated: *[Signature]*
.....
Signature of owner/s of Lot 18

Cc: The Owners - Strata Plan No 69174

The common seal of the Owners - Strata Plan No 69174 was affixed on

27 FEBRUARY 2019 in the presence of:

Signature(s): 

Name(s): JULIE HEANES - STRATA MANAGER

Being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015

to attest the affixing of the seal.



KAHLI FIGUEIRAS
WITNESS

