

Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015  
Real Property Act 1900



**AN119797L**

**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/SP7532	
(B) LODGED BY	Document Collection Box: <b>124E</b>	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669 Reference: <del>#4043-SP7532-JN</del> <b>BANN - 7090506</b>
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 7532 certify that a special resolution was passed on 29/11/2017
- (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- (E) Repealed by-law No. NOT APPLICABLE  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-laws 12, 13, 14 and 15  
 Amended by-law No. By-laws 5, 16 and Special By-law 6  
 as fully set out below:  
 Refer to Annexure "A"

- (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 B.
- (G) The seal of The Owners-Strata Plan No. 7532 was affixed on \_\_\_\_\_ 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:

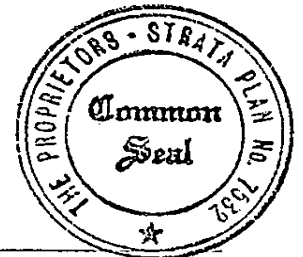
Name: Refer to Annexure "A"

Authority:

Signature:

Name: Refer to Annexure "A"

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
1705



**The following by-laws for SP7532 are amended to read as follows**

**By-law 5 Damage to common property**

1. An owner or occupier of a lot must not damage or deface any structure that forms part of the common property other than in accordance with the *Strata Schemes Management Act 2015*.
2. An owner or occupier of a lot must reimburse the owners corporation for the cost of rectifying any damage to the common property due to an owner or occupier's breach of clause 1 of this by-law.
3. An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) "window safety devices-child safety" devices installed in accordance with section 118 of the *Strata Schemes Management Act 2015*.
4. Any such "window safety devices-child safety" device installed in accordance with clause 3(a) of this by-law must be installed in a competent and proper manner and if it is visible from outside the lot, must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Clause 3(a) of this by-law does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
6. The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any "window safety devices-child safety" device referred to in clause 3(a) of this by-law that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any "window safety devices—child safety" referred to in clause 3(a) of this by-law that forms part of the common property and that services the lot.

**By-law 16 Keeping of animals**

1. Subject to section 139(5) of the *Strata Schemes Management Act 2015*, ("the Act"), an owner or occupier of a lot must not keep any animal on a lot or the common property.
2. In accordance with section 139(6), an owner or occupier must produce evidence to the owners corporation that an animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

**Special by-law 6 Damage to common property during works – Bond**

1. The owner of a lot must reimburse the Owners Corporation any reasonable expense incurred by it in rectifying damage to the common property occurring as a result of or in the course of:
  - a) Building works undertaken by the owner (or an occupier of the lot, or his agent, employee or contractor), or the passage of building materials, tradesmen, tools and debris through the common property for the purposes of or as a result of those works;
  - b) The carriage of furniture or other objects through the common property in the course of the vacating or the taking of occupancy of his lot by any person.
2. The owner of a lot must not:

- a) Undertake, or allow the undertaking of, any building works, or the passage through the common property of objects or persons, as referred to in paragraph 1a); or
- b) Carry or allow the carriage of any furniture or other objects through the common property, as referred to in paragraph 1(b),

without having paid to the Owners Corporation a bond of **\$500.00**, or other amount as may be determined from time to time by the Owners Corporation.

3. The Owners Corporation may apply the bond to its reimbursement for any reasonable expense incurred by it in the circumstances referred to in paragraph 1, and must repay any residue of the bond to the owner.
4. An owner or occupier of a lot must not use or allow the use of the elevator to move furniture or large objects between the hours of 7.00 am and 9.00 am and 5.00 pm and 7.00 pm without having obtained prior approval from the Strata Committee.
5. With the exception of members of the Strata Committee for the purposes of safekeeping, or unless permitted by the Strata Committee, an owner or occupier of a lot who has been provided with a key to the elevator may not retain the key in those hours and must return it to a member of the Strata Committee.
6. An owner or occupier of a lot who has used or allowed the use of the elevator to move large objects or furniture must clean the elevator and adjacent common property areas of any debris or litter on completion of the move.

**The by-laws for SP7532 are added to as follows**

**Special by-law 12 Smoking**

**PART 1  
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Common Property** means the common property in strata scheme 7532;
- (b) **Lot** means a lot in strata scheme 7532;
- (c) **Owner or Occupier** means the owner or occupier of a Lot from time to time;
- (d) **Smoke or Smoking** means to smoke, hold or otherwise have control over, an ignited Smoking Product; and
- (e) **Smoking Product** means any tobacco or other product that is intended to be smoked.

1.2 In this by-law, a word which denotes:

- (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 includes references to amending and replacing legislation.

**PART 2  
GRANT OF RIGHTS**

2.1 The Owner or Occupier must not, on the Common Property:

- (a) Smoke;
- (b) allow another person, including without limitation their invitee or employee, including trades, to Smoke; and/or
- (c) encourage another person, including without limitation their invitee or employee, including trades, to Smoke, including without limitation, by providing ashtrays, matches, lighters or any other thing that could facilitate Smoking.

2.2 The Owner or Occupier must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

**Special by-law 13 Delegation minor renovations**

**PART 1  
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.

- (b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 7532.
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

- (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 *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

## **PART 2 GRANT OF RIGHTS**

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

### **Special by-law 14 General rules regarding renovation works**

#### **1. DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance, if required.
- (c) **Lot** means a lot in strata plan registration No. 7532.
- (d) **Owner or Occupier** means the owner or occupier of a Lot.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration No. 7532.
- (f) **Required Documents** means:
  - (i) existing plans and drawings;

- (ii) details of the work, including copies of any proposed plans and drawings;
  - (iii) if the plans and drawing do not adequately describe the works a description of the works;
  - (iv) if undertaking flooring works (with the exception of flooring works in the kitchen, laundry or bathroom), provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring;
  - (v) duration and times of the work;
  - (vi) details of the persons carrying out the work, including qualifications to carry out the work;
  - (vii) arrangements to manage any resulting rubbish or debris;
  - (viii) any other document reasonably required by the Owners Corporation such as a structural engineers report;
  - (ix) if required an application form provided by the Owners Corporation; and
  - (x) a dilapidation report in respect to the Lot immediately above the Lot that is subject to the Works to establish the state of that lot prior to commencement of the works. Such report to take the form of before photographs and a schedule of defects and to be signed off on by both Lot Owners.
- (g) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.
- (h) **Strata Scheme** means strata scheme 7532.
- (i) **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property as specified in the Required Documents, except for:
- (i) the installation of smoke alarms;
  - (ii) the installation of carpet floor coverings; or
  - (iii) works which the Lot owner is authorised to carry out pursuant to section 109 of the *Strata Schemes Management Act 2015* (Cosmetic works by owners).

1.2 In this by-law a word which denotes:

- (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 *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

**2. GRANT OF RIGHT**

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

### **3. CONDITIONS**

#### **3.1 BEFORE COMMENCEMENT**

Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the Works;
- (b) obtain approval for the Works from the Owners Corporation which may be in the form:
  - (i) of a resolution under section 108 of the Act; and/or
  - (ii) a by-law under section 108 and/or 143 of the Act, granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (e) arrange with the Owners Corporation a suitable time and means by which to access the building and a nominee who will be responsible for supervising the work to be contactable in emergencies at all times.

#### **3.2 DURING CONSTRUCTION**

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

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) comply with any reasonable requirements of the Owners Corporation;
- (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Standards;
- (d) use reasonable endeavours to cause as little disruption as possible;
- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) ensure that the Works are not carried out on Sundays or public holidays;
- (g) ensure that the Works do not damage service lines or pipes or interrupt services to the parcel;
- (h) ensure that the Works do not interfere with or alter the integrity of fire rated doors or walls;
- (i) where any work undertaken includes waterproofing (or should include waterproofing in the strata committee's reasonable opinion) then the Owner or Occupier must ensure that at their cost:
  - (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
  - (ii) that they produce to the Owner Corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.



- (j) perform the Works within a such other period as reasonably approved by the Owners Corporation;
- (k) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (l) 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;
- (m) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (n) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **3.3 AFTER CONSTRUCTION**

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law;
- (e) if required, in regards to the flooring works, provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents; and
- (f) finalise the dilapidation report in respect to the Lot immediately above to establish what damage, if any, has been incurred. Such report to take the form of after photographs and a schedule of defects and to be signed off on by both Lot Owners.

### **3.4 ENDURING RIGHTS AND OBLIGATIONS**

The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works, including those identified in the dilapidation report as per clause 3.3 (f) of this by-law;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

**Special by-law 15 - Common property memorandum**

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

<p><b>1. Balcony and courtyards</b></p>	<p>(a) columns and railings                  (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)                  (c) balcony ceilings (including painting) <u>[except if enclosed by lot owner]</u>  <del>(d) security doors, other than those installed by an owner after registration of the strata plan</del>                  (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan                  (f) common wall fencing, shown as a thick line on the strata plan                  (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</p>
<p><b>2. Ceiling/Roof</b></p>	<p><del>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</del>                  (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)                  (c) guttering                  (d) membranes</p>
<p><b>3. Electrical</b></p>	<p>(a) air conditioning systems serving more than one lot  <del>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</del>                  (c) fuses and fuse board in meter room                  (d) intercom handset and wiring serving more than one lot  <del>(e) electrical wiring serving more than one lot</del>  <del>(f) light fittings serving more than one lot</del>  <del>(g) power point sockets serving more than one lot</del>                  (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)                  (i) telephone, television, internet and cable wiring within common property walls                  (j) television aerial, <del>satellite dish</del>, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property                  (k) lifts and lift operating systems</p>
<p><b>4. Entrance door</b></p>	<p>(a) original door lock or its subsequent replacement                  (b) entrance door to a lot including all door furniture and automatic closer  <del>(c) security doors, other than those installed by an owner after registration of the strata plan</del></p>
<p><b>5. Floor</b></p>	<p><del>(a) original floorboards or parquet flooring affixed to common property floors</del>  <del>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</del>                  (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan                  (d) sound proofing floor base (e.g. magnesite), - does not include any sound proofing installed by an owner after the registration of the strata plan</p>
<p><b>6. General</b></p>	<p>(a) common property walls  <del>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</del>                  (c) any door in a common property wall (including all original door furniture)  <del>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</del></p>

	<ul style="list-style-type: none"> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li><del>(l) gym equipment</del></li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li><del>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan [not applicable]</del></li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) garage door hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li><del>(d) mesh between parking spaces, if shown by a thick line on the strata plan</del></li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> <li><del>(b) insect screens, other than those installed by an owner after the registration of the strata plan [not permitted]</del></li> <li>(c) original lock or other lock if subsequently replaced by the owners corporation</li> </ul>

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

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>(b) that part of a tree within the cubic space of a lot</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>(b) fuses and fuse boards within the lot and serving only that lot</li> <li><del>(c) in-sink food waste disposal systems and water filtration systems.</del></li> <li>(d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>(e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>(g) telephone, television, internet and cable service and connection sockets</li> <li><del>(h) intercom handsets serving one lot and associated wiring located within non-common walls</del></li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li><del>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</del></li> <li>(b) keys, security cards and access passes</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>(b) lacquer and staining on surface of floorboards or parquet flooring</li> </ul>

	<p>(c) internal carpeting and floor coverings, unfixed floating floors  <del>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</del></p>
<b>6. General</b>	<p>(a) internal (non-common property) walls          (b) paintwork inside the lot (including ceiling and entrance door)          (c) built-in wardrobes, cupboards, shelving          (d) dishwasher          (e) stove          (f) washing machine and clothes dryer          (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)          (h) internal doors (including door furniture)          (i) skirting boards and architraves on non-common property walls          (j) tiles and associated waterproofing affixed to non-common property walls</p>
<b>7. Parking/Garage</b>	<p>(a) garage door remote controller          (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary          (c) light fittings inside the lot where the light is used exclusively for the lot  <del>(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the Dividing Fences Act 1991 applies)</del></p>
<b>8. Plumbing</b>	<p>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall          (b) pipes and 'S' bend beneath sink, laundry tub or hand basin          (c) sink, laundry tub and hand basin          (d) toilet bowl and cistern          (e) bath          (f) shower screen          (g) bathroom cabinet and mirror          (h) taps and any associated hardware</p>
<b>9. Windows</b>	<p>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)          (b) locks additional to the original (or any lock replaced by an owner)          (c) window lock keys</p>

**THIS IS ANNEXURE "B" REFERRED TO IN CONSOLIDATION/CHANGE OF BY-LAWS  
TORRENS TITLE: CP/SP7532**

**Consolidated List of By-laws for SP7532  
6-12 Prospect Avenue  
CREMORNE NSW 2090**

**TABLE OF CONTENTS**

By-law 1 Noise ..... 15

By-law 2 Vehicles ..... 15

By-law 3 Obstruction of common property ..... 15

By-law 4 Damage to lawns and plants on common property ..... 15

By-law 5 Damage to common property ..... 15

By-law 6 Behaviour of owners and occupiers ..... 16

By-law 7 Children playing on common property in building ..... 16

By-law 8 Behaviour of invitees ..... 16

By-law 9 Depositing rubbish and other material on common property ..... 16

By-law 10 Drying of laundry items ..... 16

By-law 11 Cleaning windows and doors ..... 16

By-law 12 Storage of inflammable liquids and other substances and materials ..... 16

By-law 13 Moving furniture and other objects on or through common property ..... 16

By-law 14 Floor coverings ..... 16

By-law 15 Garbage disposal ..... 17

By-law 16 Keeping of animals ..... 17

By-law 17 Appearance of lot ..... 17

By-law 18 Notice board ..... 17

By-law 19 Change in use of lot to be notified ..... 17

Special by-law 1 Not utilised ..... 18

Special by-law 2 Swimming Pool ..... 18

Special by-law 3 Balconies ..... 18

Special by-law 4 Balcony Enclosures ..... 19

Special by-law 5 Fences ..... 20

Special by-law 6 Damage to common property during works - Bond.....	20
Special by-law 7 Prohibition against short-term leasing .....	20
Special by-law 8 Works (Lot 40) .....	21
Special by-law 9 Renovation Works (Lot 49).....	28
Special by-law 10 Renovation Works (Lot 33).....	36
Special by-law 11 Renovation Works (Lot 27).....	40
Special by-law 12 Smoking .....	47
Special by-law 13 Delegation minor renovations .....	47
Special by-law 14 General rules regarding renovation works.....	48
Special by-law 15 Common property memorandum.....	52

#### **By-law 1 Noise**

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

#### **By-law 2 Vehicles**

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

#### **By-law 3 Obstruction of common property**

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

#### **By-law 4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

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

#### **By-law 5 Damage to common property**

1. An owner or occupier of a lot must not damage or deface any structure that forms part of the common property other than in accordance with the *Strata Schemes Management Act 2015*.
2. An owner or occupier of a lot must reimburse the owners corporation for the cost of rectifying any damage to the common property due to an owner or occupier's breach of clause 1 of this by-law.
3. An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) "window safety devices-child safety" devices installed in accordance with section 118 of the *Strata Schemes Management Act 2015*.
4. Any such "window safety devices-child safety" device installed in accordance with clause 3(a) of this by-law must be installed in a competent and proper manner and if it is visible from outside the lot, must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Clause 3(a) of this by-law does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
6. The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any "window safety devices-child safety" device referred to in clause 3(a) of this by-law that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any "window safety devices—child safety" referred to in clause 3(a) of this by-law that forms part of the common property and that services the lot.

#### **By-law 6 Behaviour of owners and occupiers**

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

#### **By-law 7 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

#### **By-law 8 Behaviour of invitees**

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

#### **By-law 9 Depositing rubbish and other material on common property**

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

#### **By-law 10 Drying of laundry items**

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

#### **By-law 11 Cleaning windows and doors**

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

#### **By-law 12 Storage of inflammable liquids and other substances and materials**

1. An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **By-law 13 Moving furniture and other objects on or through common property**

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

#### **By-law 14 Floor coverings**

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.



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

#### **By-law 15 Garbage disposal**

An owner or occupier of a lot:

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

#### **By-law 16 Keeping of animals**

1. Subject to section 139(5) of the *Strata Schemes Management Act 2015*, ("the Act"), an owner or occupier of a lot must not keep any animal on a lot or the common property.
2. In accordance with section 139(6), an owner or occupier must produce evidence to the owners corporation that an animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

#### **By-law 17 Appearance of lot**

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

#### **By-law 18 Notice board**

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

#### **By-law 19 Change in use of lot to be notified**

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

### **Special by-law 1 Not utilised**

### **Special by-law 2 Swimming Pool**

1. An owner or occupier must not use the pool or allow its use except between the hours of 6.00 am and 9.00 pm.
2. An owner or occupier of a lot must not permit use of the pool by invitees to the lot if their use interferes unreasonably with the use of the pool by the owner or the occupier of another lot.
3. An owner or occupier of a lot may not permit the use of the pool by more than three (3) invitees to the lot.
4. An owner or occupier of a lot must not permit use of the pool by an invitee to a lot or to the common property unless he accompanies the Invitee,
5. An owner or occupier of a lot must not permit any child of less than 12 years of age for whom he is responsible to be in the pool or within the pool enclosure unless accompanied and supervised by him.
6. An owner or occupier of a lot must shower before entering the pool, and must ensure that an invitee to his Lot does so.
7. An owner or occupier of a lot when leaving the pool enclosure must lock the gate to it unless there are other persons still within the pool enclosure.
8. An owner or occupier of a lot must not take into the pool enclosure glass bottles, drinking glasses, crockery or other breakable or sharp objects, and must not permit anyone to do so.
9. An owner or occupier of a lot must not consume food, alcohol or drink (other than water) in the pool enclosure, nor bring them into the pool enclosure.
10. An owner or occupier of a lot when in the pool enclosure must not use or allow the use of portable radios or other sound equipment so that they can be heard outside the pool enclosure.
11. An owner or occupier of a Lot must not leave any garbage or litter or allow any to be left within the pool enclosure except in the bin provided by the Owners Corporation within the enclosure.
12. An owner or occupier who uses or allows the use of the leaf skimmer must return it after use to its storage bay.

### **Special by-law 3 Balconies**

An owner or occupier of a lot must not enclose the balcony forming part of his lot or any part of the balcony without the written consent of the Owners Corporation, which may not be withheld unreasonably. Any such alterations or additions to be in keeping with the appearance of the rest of the building. The Owners Corporation may give its consent on conditions; except to the extent that they are modified or negated by the express conditions on which consent is given, the following conditions will apply to the works:-

- i. At least 30 days before the start of the works, the owner or occupier must furnish the Owners Corporation with a copy of any requisite consent of North Sydney Council, including all conditions of consent, drawings, plans, specifications, and details referred to in the consent:
- ii. The owner or occupier must undertake the works in a proper and skilful manner, using best-quality materials, and in accordance with the Building Code of Australia and any pertinent Australian Standard: further, in accordance with any requisite consent of North Sydney Council, and by a contractor who is duly licensed and insured in accordance with the requirements of the Home Building Act 1989.

- iii. At least seven (7) days before the start of the works the owner or occupier; must pay a bond to the Owners Corporation, in the amount determined by the Owners Corporation from time to time, and which may be applied by the Owners Corporation to repair or to renew any property damaged in the course of the works.
- iv. The owner or occupier may not undertake the works except at times reasonably determined by the Owners Corporation, and between Monday to Friday (Inclusive) excluding public holidays.
- v. The owner or occupier must remove from the lot and the common property daily all rubbish and debris generated in the course of the works, or in accordance with the reasonable directions or the Building Manager or the Owners Corporation.
- vi. During and on completion of the works, the owner or occupier must leave in clean and tidy condition the common property in the vicinity of the works.
- vii. The owner or occupier must restore to its original condition any property of the owners Corporation or other person damaged in the course of the works.
- viii. The owner or occupier must indemnify the Owners Corporation against any liability or expense which would not have been incurred of the works had not been undertaken.
- ix. The owner or occupier must maintain in a state of good and serviceable repair any alterations and additions effected in the course of the works, and must renew or replace them whenever necessary.
- x. The owner who undertakes the works must consent, or the occupier who undertakes the works must obtain for the Owners Corporation the consent of the owner of his lot, to the making of a by-law under section 52 of the Strata Schemes Management Act 1996, so that the owner from time to time of his lot is subject to the conditions applying to the works.

#### **Special by-law 4 Balcony Enclosures**

1. In this by-law "enclosure" means a structure that encloses all or part of a balcony forming part of a lot, having been installed by an owner or occupier of the lot.
2. The owner of a lot must maintain in a state of good and serviceable repair an enclosure that serves his lot, and must renew or replace it when necessary.
3. The owner of a lot must ensure that any maintenance, renewal or replacement of an enclosure serving his lot and visible from outside his lot, is done so that the enclosure is in keeping with the appearance of the rest of the building.
4. The owner of a lot must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or use of an enclosure that serves his lot, being a liability or expense that would not have been incurred if the enclosure had not been made or installed.
5. This by-law shall not create any obligation on the part of the lessor or sub-lessor of a lot in favour of his lessee or sub-lessee.
6. Insofar as this by-law is contrary to the terms of the consent of the Owners Corporation to the installation of an enclosure, this by-law has effect in relation to that enclosure subject to those terms.

### **Special by-law 5 Fences**

The Owners Corporation shall have the following powers and duties, in addition to those conferred or imposed upon it by the Strata Schemes Management Act 1996 and the by-laws:-

1. The power to add to the common property a metal fence on so much of the boundary brick wall as determined by the Executive Committee.
2. The duty to maintain in a state of good and serviceable repair the installation of the fence pursuant to this by-law.
3. The power to engage suitable contractors and to apply the funds of the Owners Corporation for this purpose.

### **Special by-law 6 Damage to common property during works – Bond**

1. The owner of a lot must reimburse the Owners Corporation any reasonable expense incurred by it in rectifying damage to the common property occurring as a result of or in the course of:
  - a) Building works undertaken by the owner (or an occupier of the lot, or his agent, employee or contractor), or the passage of building materials, tradesmen, tools and debris through the common property for the purposes of or as a result of those works;
  - b) The carriage of furniture or other objects through the common property in the course of the vacating or the taking of occupancy of his lot by any person.
2. The owner of a lot must not:
  - a) Undertake, or allow the undertaking of, any building works, or the passage through the common property of objects or persons, as referred to in paragraph 1a); or
  - b) Carry or allow the carriage of any furniture or other objects through the common property, as referred to in paragraph 1(b),without having paid to the Owners Corporation a bond of **\$500.00**, or other amount as may be determined from time to time by the Owners Corporation.
3. The Owners Corporation may apply the bond to its reimbursement for any reasonable expense incurred by it in the circumstances referred to in paragraph 1, and must repay any residue of the bond to the owner.
4. An owner or occupier of a lot must not use or allow the use of the elevator to move furniture or large objects between the hours of 7.00 am and 9.00 am and 5.00 pm and 7.00 pm without having obtained prior approval from the Strata Committee.
5. With the exception of members of the Strata Committee for the purposes of safekeeping, or unless permitted by the Strata Committee, an owner or occupier of a lot who has been provided with a key to the elevator may not retain the key in those hours and must return it to a member of the Strata Committee.
6. An owner or occupier of a lot who has used or allowed the use of the elevator to move large objects or furniture must clean the elevator and adjacent common property areas of any debris or litter on completion of the move.

### **Special by-law 7 Prohibition against short-term leasing**

1. In this by-law, the following terms and definitions shall apply:
  - a) Words importing the singular include the plural and vice versa;
  - b) Words importing a gender include any gender;

- c) Words defined in the *Strata Schemes Management Act 1996 (NSW)* have the meaning given to them in that Act;
  - d) "The Act" means the *Strata Schemes Management Act 1996 (NSW)* as amended from time to time;
  - e) "Lot" means any and all respective lots in Strata Plan No. 7532; and
  - f) "Holiday Accommodation" means a lease, sub-lease or a licence to use a Lot for accommodation for a period of less than six months, and includes holiday rental arrangements including through the use of Internet sites such as Airbnb, VRBO, Homeaway and the like, where the occupant is to occupy the premises for less than six months.
2. An owner or occupier of a Lot must not permit the use of the Lot for residential purposes by a lessee, tenant or occupier (other than the owner) unless:
- a) the lessee, tenant or occupier is party to a written tenancy agreement;
  - b) the tenancy agreement is for a term of not less than six months; and
  - c) the Owners Corporation has been provided by the owner or occupier with:
    - i. the name of the tenant;
    - ii. a telephone number, postal address and email address for the tenant (if the tenant has an email address);
    - iii. the commencement and termination date of the lease; and
    - iv. the name and address of any letting agent in relation to the lease.
3. An owner or occupier of a Lot shall not use a Lot or allow a Lot to be used as a serviced apartment, for Holiday Accommodation.
4. An owner or an occupier of a Lot shall not use a Lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under *the Environmental Planning & Assessment Act 1979 (NSW)* or under any Act which supersedes or replaces that Act.
5. An owner or occupier of a Lot shall not advertise that a Lot is available for a purpose proscribed by this by-law.

**Special by-law 8 Works (Lot 40)**

Definitions

**Owner** means the owner or owners for the time being of Lot 40.

**Owners Corporation** means the Owners of Strata Plan 7532.

**Authority** means any government, semi-government or statutory, public or other authority having any jurisdiction over the lot of the building including the Council.

**Works** mean alterations and additions undertaken by the Owner to the Lot and common property\* being:

### **Removal of walls**

- a) Remove and dispose a section of the existing 110mm wide masonry wall between the kitchen/sunroom and the living/dining room\*\*
- b) Remove and dispose a section of the existing 110mm wide masonry arch between the hallway and dining room\*\*
- c) Remove and dispose a section of the existing 110mm wide masonry wall between the kitchen and laundry\*\*

\*\* Please refer to the walls highlighted with hatching in diagram "AA" attached.

### **Kitchen**

- a) Remove and dispose existing sink
- b) Remove and dispose existing taps and fittings
- c) Remove and dispose existing hanging cupboards
- d) Remove and dispose existing bench top
- e) Remove and dispose existing dishwasher
- f) Remove and dispose existing flooring
- g) Install new sink
- h) Install new taps and fittings
- i) Install new hanging cupboards
- j) Install new bench tops
- k) Install new dishwasher
- l) Install new flooring
- m) Suspended ceiling

### **Timber Floors**

- a) Remove and dispose existing flooring in living area, dining area, kitchen and entry way
- b) Install new floating floor board system in living area, dining area, kitchen and entry way

### **Bathroom**

- a) Remove and dispose of existing floor and wall tiles to bathroom
- b) Remove and dispose of existing taps and fittings
- c) Remove and dispose of existing vanity
- d) Remove and dispose of existing toilet
- e) Remove and dispose of existing bath and shower screen

- f) Remove and dispose of render to footprint of existing tiles
- g) Install new render to footprint of existing tiles
- h) Install waterproof membrane
- i) Install new floor and wall tiles from floor to ceiling
- j) Install new cornices
- k) Install new vanity
- l) Install new vanity taps and fittings
- m) Install new shower taps and spout
- n) Install new bath
- o) Install new frameless shower screen
- p) Install new toilet
- q) Install new shaving cabinet and mirror over vanity

**Ensuite**

- a) Remove and dispose of existing floor and wall tiles to bathroom
- b) Remove and dispose of existing taps and fittings
- c) Remove and dispose of existing vanity
- d) Remove and dispose of existing toilet
- e) Remove and dispose of existing shower screen
- f) Remove and dispose of render to footprint of existing tiles
- g) Install new render to footprint of existing tiles
- h) Install waterproof membrane
- i) install new floor and wall tiles from floor to ceiling
- j) install new cornices
- k) install new vanity
- l) Install new vanity taps and fittings
- m) Install new shower taps and spout
- n) install new frameless shower screen
- o) Install new toilet

p) Install new shaving cabinet and mirror over vanity

\*All plumbing, pipe work and electrical cabling are to remain in the existing positions.

### Rights

Subject to the Conditions in paragraphs 1 - 8 of this By-Law, the Owner will have:

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

### Conditions

#### **1. Performance of Works**

1.1 Prior to commencement of the Works, the owner must:

- a) Obtain all necessary approvals from any authority and provide a copy to the Owners Corporation;
- b) provide the Owners Corporation access to inspect the lot and exclusive use area within 48 hours of any reasonable request made by the Owners Corporation;
- c) Arrange for the Insurance and provide a copy to the Owners Corporation. The insurance effected and maintained must be as follows:
  - i. Contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00.
  - ii. Workers Compensation Insurance.
  - iii. Insurance required under the *Home Building Act 1989* (if any).
- d) Provide any necessary Development Applications or Construction Certificate Applications if required.

1.2 In performing the Works, the Owner must:

- a) Use duly licensed employees, contractors or agents to conduct the works;
- b) Ensure that the works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
- c) Ensure that the works are carried out expeditiously and with a minimum of disruption;
- d) Only carry out the works at time reasonably approved by the Owners Corporation; and
- e) Ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in the By-Law and if this occurs, require the Owner to rectify that interference or damage within a reasonable period of time.
- f) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g) Protect each area in the manner reasonably acceptable to the Owners Corporation:



- h) Keep all areas of the building outside the lots clean and tidy;
- i) Not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- j) Immediately remove all debris resulting from the Works from the building; and
- k) Comply with any relevant statutory authority concerning the performance of the Works.
- l) Complete the works in a timely manner.
- m) Provide the Owners Corporation access to inspect the lot and exclusive use area within 48 hours of any reasonable request made by the Owners Corporation;

1.3 After the Works have been completed the owner must:

- a) Notify the Owners Corporation with respect to completion of the Works;
- b) Confirm that any damage to any lot caused by the Works has been rectified;
- c) Submit to the Owners Corporation copy of any Certificate provided by any authority with respect to the Works;
- d) Provide the Owners Corporation with an Engineer's Certificate stating that the works have been completed in accordance with the terms of this By-law.
- e) Within 14 days of completion of the Works, the Owner must provide the Owners Corporation with copies of membrane and flashing guarantees and warranties.

## **2. Repair and Maintenance**

The Owner is and shall continue to be responsible for the proper maintenance of the Works and keep the Works and the common property immediately adjoining and affected by works, in a state of good and serviceable repair.

The Owner must maintain the improvements installed in the course of the works (including fixtures and fittings) installed as part of the Works in a state of good and serviceable repair and must renew or replace them whenever necessary.

## **3. Liability**

The Owner must indemnify the Owners Corporation against any liability or expense arising from:

- a) The Works, or
- b) Use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works.

## **4. Costs**

The Owner must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By-Law.

## **5. Notices**

The Owner at his own expense must comply with any Notice or requirement relating to the Works or the improvement installed during the works, of the Local Council or other statutory authority.

**6. Statutory Directions**

In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

**7. Obligations Of Owners Corporation**

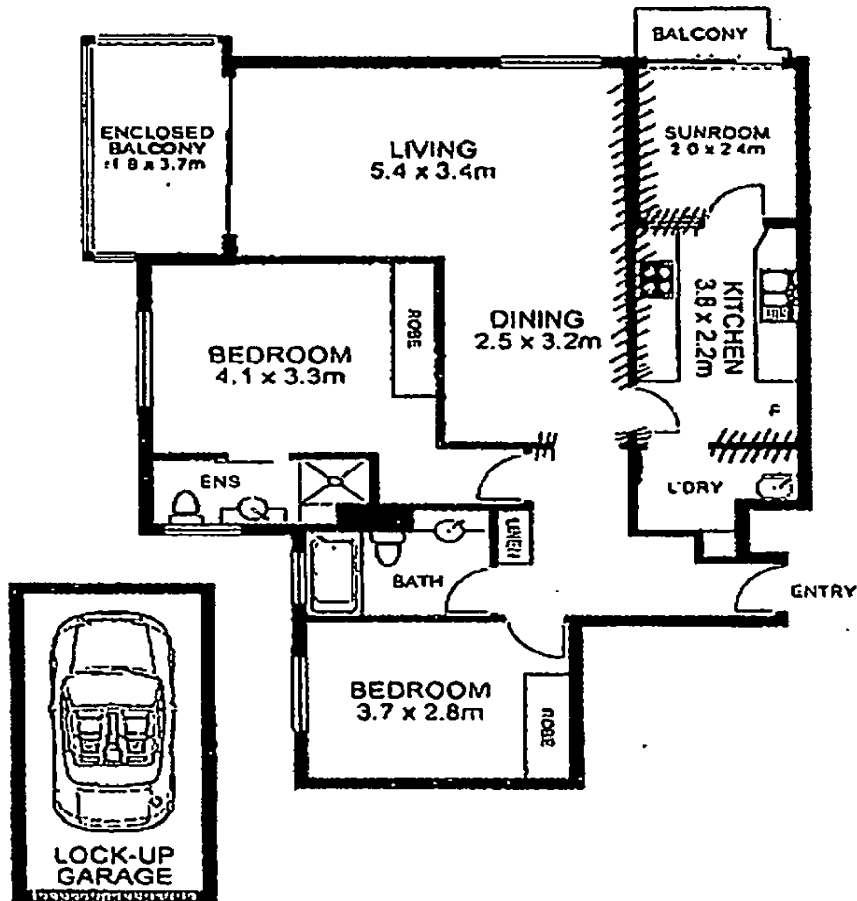
The Owners Corporation shall execute any document and perform any action necessary to give full effect to this By-Law, whether prior or subsequent to the making of this By-Law.

**8. Non-Compliance**

In the events that the Owner fails to comply with any obligation, the Owners Corporation may:

- a) Carry out all work necessary to perform that obligation;
- b) Enter upon any part of the parcel to carry out that work (including the lot); and
- c) Recover the costs of carrying out that work from the Owner concerned.

### Diagram "AA"



40/6-12 Prospect Avenue, CREMORNE,

## **Special by-law 9 Renovation Works (Lot 49)**

### **Part 1 Definitions & Interpretation**

#### **1.1 In this by-law:**

- a) Authority means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b) Insurance means:
  - i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - ii. insurance required under the Home Building Act 1989, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - iii. workers compensation insurance as required by law.
- c) Lot means lot 49 in strata scheme 7532.
- d) Owner means the owner of the Lot from time to time.
- e) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 7532.
- f) Works means all building works and all related services to and associated with the Lot as set out in Schedule 1 and Schedule 2 to this by-law.
- g) Exclusive Use Area means the common property areas reasonably required to keep the Works.

#### **1.2 In this by-law a word which denotes:**

- 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 Strata Schemes Management Act 1996; and
- d) references to legislation includes references to amending and replacing legislation.

### **Part 2 Grant of Right**

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works to Lot 49.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

### **Part 3 Conditions**

#### **Before commencement**

#### **3.1 Before commencement of the Works the Owner must:**

- a) obtain all necessary approvals from any Authorities and provide a copy to the Owners corporation;

- b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- c) ensure that this by-law is registered in accordance with section 48 of the Strata Schemes Management Act 1996 at the Registrar-General's Office;
- d) provide a certificate from an approved supplier certifying that the proposed acoustic underlay, has an AAAC 4 star rating and is a minimum 5mm thickness of Regupol or similar;
- e) arrange to meet with the two (2) representatives of the executive committee to discuss the terms and conditions for the Works;
- f) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building and such report shall include plans indicating the walls to be demolished and details of the proposed alterations; and
- g) Provide a dilapidation report to the owners Corporation with regards to the effect of the proposed works and lots 52 and 53.

#### **During construction**

##### **3.2 Whilst the Works are in progress the Owner must:**

- a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- c) use reasonable endeavours to cause as little disruption as possible;
- d) perform the Works between 8 am and 4 pm Monday to Friday only;
- e) upon receiving 2 business days' notice from the Owners Corporation, allow access to two members of the executive committee to inspect the Works to ensure compliance with the conditions of approval;
- f) ensure that the contractors carrying out the Works only using lift no. 1 of the building and that lift no. 1 is not misused by the contractors or used for extended periods of time;
- g) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;
- h) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- i) 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;
- j) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris on a daily basis;
- k) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:

- i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
  - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship from the applicator;
- l) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
  - m) ensure that the contractors use the side and rear exits of the building only and do not use the main front entrance;
  - n) ensure that the entry door for Lot 49 is kept closed as much as possible during the Works to prevent dust or fumes being disbursed in the common area; and
  - o) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

#### **After construction**

3.3 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 have been rectified;
- c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works
- d) provide the Owners Corporation with certification from a suitably qualified engineers approved by the Owners Corporation that the works required to rectify any damage to a lot or common property have been completed in accordance with the terms of this by-law.
- e) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building; and
- f) provide a dilapidation report to the Owners Corporation with regards to the effect of the Works on Lots 52 and 53.

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

3.4 The Owner:

- a) must ensure that the new flooring is treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
- b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- d) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;

- e) remains liable for any damage to lot or common property arising out of the Works;
- f) must make good any damage to lot or common property arising out of the Works; and
- g) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

## SCHEDULE 1

### Scope of Works

#### Removal of Walls

1. Remove and dispose section of existing wall between the kitchen and living;
2. Remove and dispose section of existing wall between kitchen and laundry;
3. Remove and dispose section of existing wall between foyer and living;
4. Apply wet set plaster or similar to all disturbed ceiling areas following removal of walls (in accordance with Schedules 2 and 3 below).

#### Kitchen

1. Remove and dispose of existing:-
  - Sink
  - Taps and fittings
  - Splash back
  - Floor and wall mounted cupboards
  - Bench tops
  - Dishwasher/Oven/Cooktop/Exhaust fan
  - Lighting
  - Flooring - tiles
2. Install new:-
  - Sink
  - Taps and fittings
  - Splash back
  - Floor and wall mounted cupboards
  - Bench tops
  - Dishwasher/Oven/Cooktop/Exhaust fan
  - Lighting
  - Flooring - engineered floating floors

#### Laundry

1. Remove and dispose of existing:-
  - Sink
  - Taps and fittings
  - Splash back
  - Lighting
  - Flooring - tiles
2. Install new:-
  - Sink
  - Taps and fittings
  - Splash back
  - Floor and wall mounted cupboards
  - Bench tops
  - Lighting
  - Waterproof membrane
  - Flooring - tiles



#### Air conditioner

Check function - option - replace, renew or remove completely

#### Bedroom 1 & 2

- Remove existing wardrobes - replace with new
- Install new cornice if necessary
- Install new lighting
- Remove existing carpet and replace with new carpet
- Renew any skirting or architraves as needed

#### Living Rooms

- Install new lighting
- Renew any skirting, architraves or cornice as needed

#### Timber floors

Remove existing floors in all areas of the apartment - install acoustic underlay and engineered floating floors (except wet areas and bedrooms) - in accordance with the below:

- Approved Product Underlay: Must be a minimum of:
  - (a) 5mm thickness;
  - (b) BCA compliant;
  - (c) Have an AMC 4 star rating.

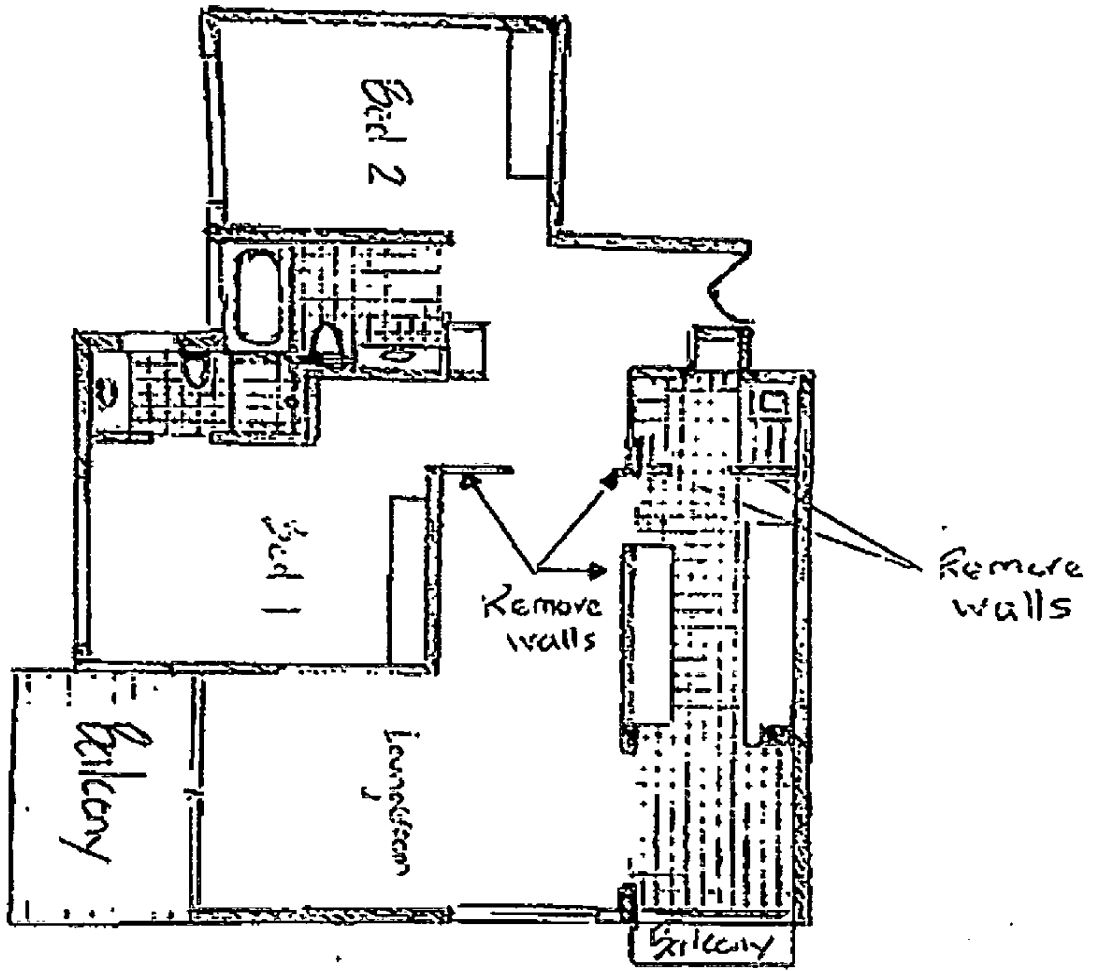
#### Balconies

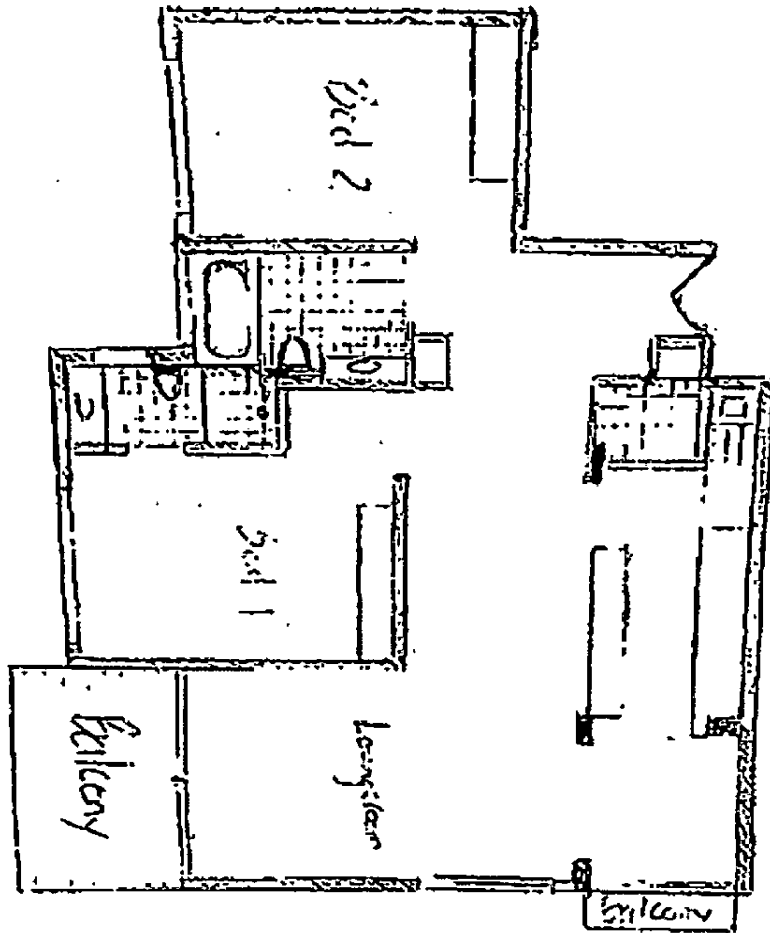
- New specialty painted or similar finish on horizontal surface only

#### Plumbing and electrical

- Update switches and power points
- Update plumbing and electrical connections in kitchen to accommodate new appliances/PC
- Items
- Access to all plumbing stacks and dampers - kitchen, will not be impeded in any way

SCHEDULE 2





### **Special by-law 10 Renovation Works (Lot 33)**

**Owner** means the owner or owners for the time being of Lot 33.

**Works** mean alterations and additions undertaken by the Owner to the Lot and common property being:

#### **Structural changes:**

Removal of 1250mm (floor to ceiling) of the wall between the kitchen and living areas from the kitchen entry side towards the centre wall.

Install a steel lintel across the area where the wall has been removed and over the existing entrance into kitchen.

Removal of 1670 mm of the wall that currently sits between the enclosed balcony leading to the kitchen and the living room and which lies between the two main supporting pillars.

Convert the curved archway between the entry hall and living areas to a squared off arch.

#### **Flooring:**

Install a floating timber floor with full acoustic proof underlay throughout the hallway leading to the area adjacent to the kitchen and the kitchen itself through to the enclosed balcony also covering the living room area.

Tile the flooring which will be placed in the larger enclosed balcony adjacent to the living room.

Remove all existing carpet and place new fitted carpet in Master bedroom and Guest bedroom.

Place new Tiles in the Main bathroom, Ensuite bathroom and Laundry.

#### **Walls:**

Paint all walls other than Main bathroom and Ensuite, which will be tiled.

#### **Electricity:**

Chase a few cables to reposition some existing power point outlets and add a few new ones.

#### **Kitchen:**

Complete removal of all existing cabinetry, sink unit, freestanding cooker, nib wall (approximately 200mm x 1500mm) at end of kitchen;

Hand removal (not jackhammer) of splashback tiles;

Remove partial wall bordering on living area by 1250mm - floor to ceiling;

Install new kitchen cabinetry;

Install new double sink and inbuilt dishwasher;

Install new wall oven and wall microwave, cook top & Range hood;

Install new Caesar stone counter top;

Install new electrical outlets; Install new glass splashback.

**Laundry:**

Remove existing cabinetry and sink; Remove existing floor tiles;

Remove entry door and associated slider;

Install new cupboard, shelving and drying rack;

Install new door on small hot water heater cupboard and shelves above with separate door;

Install new door from kitchen to laundry;

Install new floor tiles; Paint walls.

**New Dining Area/Existing enclosed balcony (off kitchen):**

Screed floor;

Remove wall floor to ceiling with width of 1670mm adjacent to living area; Paint walls.

**Living Room:**

Install carpet;

Install white plantation shutters;

Paint walls

**Enclosed Balcony (off Living area):**

Screed floor;

Paint walls;

Install white plantation shutters in lower part of enclosure.

**Master Bedroom and Guest Bedroom:**

Remove existing fitted cupboard;

Remove existing carpet;

Install new cupboards and fitted carpet.

**Main Bathroom:**

Remove existing vanity, toilet, bath, grab bars, towel rail, shower screen & taps;

Remove wall and floor tiles;

Retile floor and walls;

Replace new vanity, toilet, bath, taps, towel rail and shower screen.

**Ensuite Bathroom:**

Remove existing vanity, toilet, bath, grab bars, towel rail, shower screen & taps;

Remove wall and floor tiles;

Retile floor and walls;

Replace new vanity, toilet, bath, taps, towel rail and shower screen;

Shorten pipe from the wall to the back of the toilet to gain a less intrusive and more compact toilet suite.

**Hallway:**

Adjust archway from curved arch to square arch.

Rights

Subject to the Conditions in Paragraphs 1-8 of this By-Law, the Owner will have:

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

Conditions

**1. Performance of Works**

1.1 Prior to commencement of the Works, the Owner must:

- a) Obtain all necessary approvals from any authority and provide a copy to the Owners Corporation;
- b) Provide the Owners Corporation access to inspect the Lot and exclusive use area within 48 hours of any reasonable request made by the Owners Corporation;
- c) Arrange for the insurance and provide a copy to the Owners Corporation. The insurance effected and maintained must be as follows:
  - i. Contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00.
  - ii. Workers Compensation Insurance.
  - iii. Insurance required under the Home Building Act 1989 (if any).
- d) Provide any necessary Development Applications or Construction Certificate Applications if required.

1.2 In performing the Works, the Owner must:

- a) Use duly licensed employees, contractors or agents to conduct the works;
- b) Ensure that the works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
- c) Ensure that the works are carried out expeditiously and with a minimum of disruption;
- d) Only carry out the works at times reasonably approved by the Owners Corporation; and

- e) Ensure that the works do not interfere with or damage the common property or the property of any other Lot owner other than as approved in the By-Law and if this occurs, require the Owner to rectify that interference or damage within a reasonable period of time.
- f) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g) Protect each area in the manner reasonably acceptable to the Owners Corporation;
- h) Keep all areas of the building outside the Lots clean and tidy;
- i) Not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- j) Immediately remove all debris resulting from the Works from the building; and
- k) Comply with any relevant statutory authority concerning the performance of the Works.
- l) Complete the Works in a timely manner.
- m) Provide the Owners Corporation access to inspect the Lot and exclusive use area within 48 hours of any reasonable request made by the Owners Corporation.

1.3 After the Works have been completed the owner must:

- a) Notify the Owners Corporation with respect to completion of the Works;
- b) Confirm that any damage to any Lot caused by the Works has been rectified;
- c) Submit to the Owners Corporation copy of any Certificate provided by any authority with respect to the Works;
- d) Provide the Owners Corporation with an Engineer's Certificate stating that the works have been completed in accordance with the terms of this By-law.
- e) Within 14 days of completion of the Works, the Owner must provide the Owners Corporation with copies of membrane and flashing guarantees and warranties.

**2. Repair and Maintenance**

The Owner is and shall continue to be responsible for the proper maintenance of the Works and keep the Works and the common property immediately adjoining and affected by Works, in a state of good and serviceable repair

The Owner must maintain the improvements installed in the course of the Works (including fixtures and fittings) installed as part of the Works in a state of good and serviceable repair and must renew or replace them whenever necessary.

**3. Liability**

The Owner must indemnify the Owners Corporation against any liability or expense arising from:

- a) The Works; or
- b) Use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the Works.

#### **4. Costs**

The Owner must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By-Law.

#### **5. Notices**

The Owner at his own expense must comply with any Notice or requirement relating to the Works or the improvement installed during the Works, of the Local Council or other statutory authority.

#### **6. Statutory Directions**

In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners's servants, agents and contractors.

#### **7. Obligations of Owners Corporation**

The Owners Corporation shall execute any document and perform any action necessary to give full effect to this By-Law, whether prior or subsequent to the making of this By-Law.

#### **8. Non-Compliance**

In the event that the Owner fails to comply with any obligation, the Owners Corporation may:

- a) Carry out all work necessary to perform that obligation;
- b) Enter upon any part of the parcel to carry out that work (including the Lot); and
- c) Recover the costs of carrying out that work from the Owner concerned.

#### **Special by-law 11 Renovation Works (Lot 27)**

##### Definitions

**Owner** means the owner or owners for the time being of Lot 27.

**Owners Corporation** means the Owners of Strata Plan 7532.

**Authority** means any government, semi-government or statutory, public or other authority having any jurisdiction over the lot of the building including the Council.

**Works** mean alterations and additions undertaken by the Owner to the Lot and common property\* being:

##### **En-suite Bathroom**

- a) Remove and dispose of existing floor and wall tiles to bathroom
- b) Remove and dispose of existing taps and fittings
- c) Remove and dispose of existing vanity
- d) Remove and dispose of existing toilet
- e) Remove and dispose of shower screen
- f) Remove and dispose of render to footprint of existing tiles



- g) Install new render to footprint of existing tiles
- h) Install waterproof membrane
- i) Install new floor and wall tiles from floor to ceiling
- j) Install new cornices
- k) Install new vanity
- l) Install new vanity taps and fittings
- m) Install new shower taps and spout
- n) Install new shower screen
- o) Install new toilet
- p) Install new mirror over vanity

Refer attached letter to the Committee advising of the proposed en-suite renovation works (Annexure "A")

\* Plumbing will be relocated for the vanity; existing plumbing extended for the toilet; and a new power point installed near the vanity.

\*\* Please refer to Diagram "AA" attached

#### Rights

Subject to the Conditions in paragraphs 1 - 8 of this By-Law, the Owner will have:

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

#### Conditions

##### **1. Performance of Works**

1.1 Prior to commencement of the Works, the owner must:

- a) Obtain all necessary approvals from any authority and provide a copy to the Owners Corporation;
- b) Provide the Owners Corporation access to inspect the lot and exclusive use area within 48 hours of any reasonable request made by the Owners Corporation;
- c) Arrange for the insurance and provide a copy to the Owners Corporation. The insurance effected and maintained must be as follows:
  - i. Contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00.
  - ii. Workers Compensation Insurance.

- iii. Insurance required under the Home Building Act 1989 (if any).
  - d) Provide any necessary Development Applications or Construction Certificate Applications if required.
- 1.2 In performing the Works, the Owner must:
- a) Use duly licensed employees, contractors or agents to conduct the works;
  - b) Ensure that the works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
  - c) Ensure that the works are carried out expeditiously and with a minimum of disruption. Only carry out the works at time reasonably approved by the Owners Corporation;
  - d) Ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in the By-Law and if this occurs, require the Owner to rectify that interference or damage within a reasonable period of time;
  - e) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - f) Protect each area in the manner reasonably acceptable to the Owners Corporation;
  - g) Keep all areas of the building outside the lots clean and tidy;
  - h) Not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
  - i) Immediately remove all debris resulting from the Works from the building;
  - j) Comply with any relevant statutory authority concerning the performance of the Works;
  - k) Complete the works in a timely manner;
  - l) Provide the Owners Corporation access to inspect the lot and exclusive use area within 48 hours of any reasonable request made by the Owners Corporation;
- 1.3 After the Works have been completed the owner must:
- a) Notify the Owners Corporation with respect to completion of the Works;
  - b) Confirm that any damage to any lot caused by the Works has been rectified;
  - c) Submit to the Owners Corporation copy of any Certificate provided by any authority with respect to the Works;
  - d) Provide the Owners Corporation with an Engineer's Certificate stating that the works have been completed in accordance with the terms of this By-law;
  - e) Within 14 days of completion of the Works, the Owner must provide the Owners Corporation with copies of membrane and flashing guarantees and warranties.

## 2. Repair and Maintenance

The Owner of Lot 27 and all subsequent owners of Lot 27 shall continue to be responsible for the proper maintenance of the Works and keep the Works and the common property immediately adjoining and affected by works, in a state of good and serviceable repair.

### **3. Liability**

The Owner of Lot 27 and all subsequent owners of Lot 27 must indemnify the Owners Corporation against any liability or expense arising from:

- a) The Works, or
- b) Use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works.

### **4. Costs**

The Owner must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By-Law.

### **5. Notices**

The Owner at his own expense must comply with any Notice or requirement relating to the Works or the improvement installed during the works, of the Local Council or other statutory authority.

### **6. Statutory Directions**

In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

### **7. Obligations of Owners Corporation**

The Owners Corporation shall execute any document and perform any action necessary to give full effect to this By-Law, whether prior or subsequent to the making of this By-Law.

### **8. Non-Compliance**

In the events that the Owner fails to comply with any obligation, the Owners Corporation may:

- a) Carry out all work necessary to perform that obligation;
- b) Enter upon any part of the parcel to carry out that work (including the lot); and
- c) Recover the costs of carrying out that work from the Owner concerned.

ANNEXURE "A"

Mrs Ethel Patterson  
27/6-12 Prospect Avenue  
CREMORNE NSW 2090  
Phone: 9904 3427

12 December 2016

The Secretary  
Strata Committee  
SP 7532  
6-12 Prospect Avenue  
CREMORNE NSW 2090

Dear Secretary

RE UNIT 27 LANGLEY - 6-12 PROSPECT AVENUE, CREMORNE

I write to advise that I wish to carry out renovations to Unit 27 in early 2017 as follows:

1. Ensuite bathroom (see plan attached) incorporating:

Ensuite

- (a) Remove and dispose of existing floor and wall tiles to bathroom
- (b) Remove and dispose of existing taps and fittings
- (c) Remove and dispose of existing vanity
- (d) Remove and dispose of existing toilet
- (e) Remove and dispose of shower screen
- (f) Remove and dispose of render to footprint of existing tiles
- (g) Install new render to footprint of existing tiles
- (h) Install waterproof membrane
- (i) Install new floor and wall tiles from floor to ceiling
- (j) Install new cornices
- (k) Install new vanity
- (l) Install new vanity taps and fittings
- (m) Install new shower taps and spout
- (n) Install new shower screen
- (o) Install new toilet
- (p) Install new mirror over vanity

As waterproofing work is involved this renovation is now classified as a "major renovation" and accordingly a draft By-law is attached.

It is envisaged that heavy duty demolition noise would be restricted to the first 2-3 days of the renovation period. Other noises would be restricted to normal building fitout works during the nominated period and within the approved hours of work.

The builder is IMAC Developments, Mr Dave Selby, Licence No. 69906C, Phone 0414 518 087.

Yours faithfully



Ethel Patterson  
Unit 27 Langley

ANNEXURE "A"

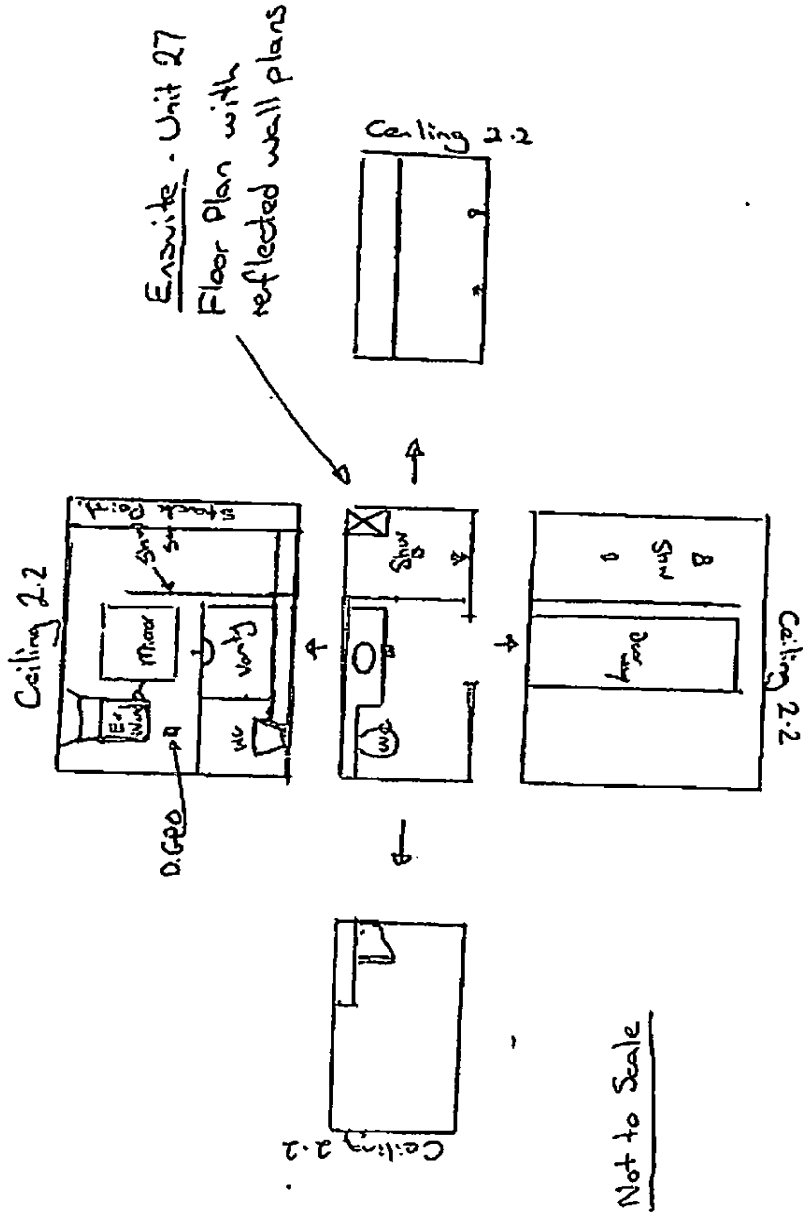
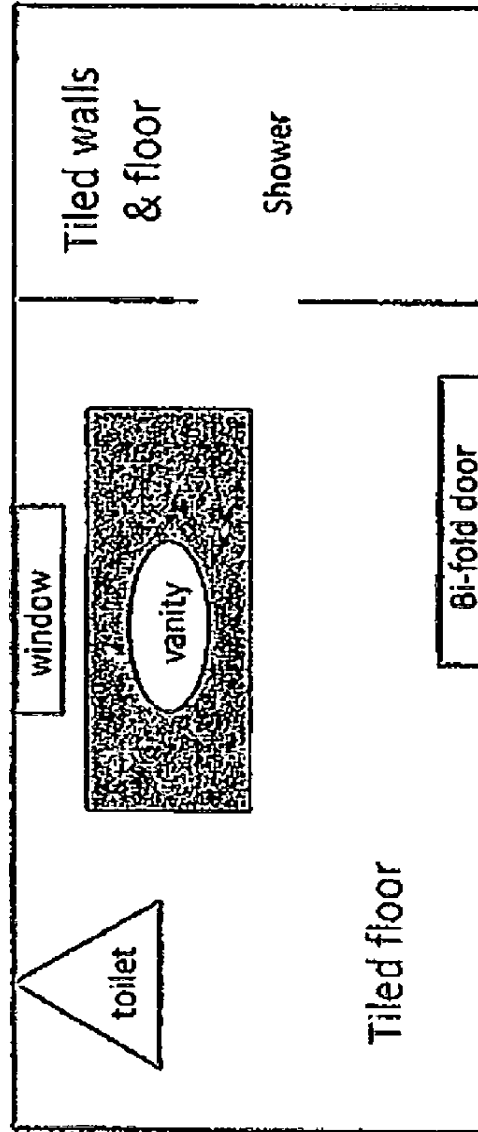


DIAGRAM "AA"

UNIT 27  
PROPOSED ENSUITE RENOVATION



## Special by-law 12 Smoking

### PART 1 DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
- (a) **Common Property** means the common property in strata scheme 7532;
  - (b) **Lot** means a lot in strata scheme 7532;
  - (c) **Owner** or **Occupier** means the owner or occupier of a Lot from time to time;
  - (d) **Smoke** or **Smoking** means to smoke, hold or otherwise have control over, an ignited Smoking Product; and
  - (e) **Smoking Product** means any tobacco or other product that is intended to be smoked.
- 1.2 In this by-law, a word which denotes:
- (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 includes references to amending and replacing legislation.

### PART 2 GRANT OF RIGHTS

- 2.1 The Owner or Occupier must not, on the Common Property:
- (a) Smoke;
  - (b) allow another person, including without limitation their invitee or employee, including trades, to Smoke; and/or
  - (c) encourage another person, including without limitation their invitee or employee, including trades, to Smoke, including without limitation, by providing ashtrays, matches, lighters or any other thing that could facilitate Smoking.
- 2.2 The Owner or Occupier must ensure that smoke caused by Smoking within a Lot does not enter into or penetrate the Common Property or another Lot.

## Special by-law 13 Delegation minor renovations

### PART 1 DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
  - (b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations*

2016 as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*.

- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 7532.
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

- (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 *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

## **PART 2 GRANT OF RIGHTS**

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

### **Special by-law 14 General rules regarding renovation works**

#### **1. DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance, if required.
- (c) **Lot** means a lot in strata plan registration No. 7532.
- (d) **Owner or Occupier** means the owner or occupier of a Lot.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration No. 7532.
- (f) **Required Documents** means:
  - (i) existing plans and drawings;
  - (ii) details of the work, including copies of any proposed plans and drawings;



- (iii) if the plans and drawing do not adequately describe the works a description of the works;
  - (iv) if undertaking flooring works (with the exception of flooring works in the kitchen, laundry or bathroom), provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring;
  - (v) duration and times of the work;
  - (vi) details of the persons carrying out the work, including qualifications to carry out the work;
  - (vii) arrangements to manage any resulting rubbish or debris;
  - (viii) any other document reasonably required by the Owners Corporation such as a structural engineers report;
  - (ix) if required an application form provided by the Owners Corporation; and
  - (x) a dilapidation report in respect to the Lot immediately above the Lot that is subject to the Works to establish the state of that lot prior to commencement of the works. Such report to take the form of before photographs and a schedule of defects and to be signed off on by both Lot Owners.
- (g) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.
- (h) **Strata Scheme** means strata scheme 7532.
- (i) **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property as specified in the Required Documents, except for:
- (i) the installation of smoke alarms;
  - (ii) the installation of carpet floor coverings; or
  - (iii) works which the Lot owner is authorised to carry out pursuant to section 109 of the *Strata Schemes Management Act 2015* (Cosmetic works by owners).

1.2 In this by-law a word which denotes:

- (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 *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

## 2. GRANT OF RIGHT

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

### **3. CONDITIONS**

#### **3.1 BEFORE COMMENCEMENT**

Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the Works;
- (b) obtain approval for the Works from the Owners Corporation which may be in the form:
  - (i) of a resolution under section 108 of the Act; and/or
  - (ii) a by-law under section 108 and/or 143 of the Act, granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (e) arrange with the Owners Corporation a suitable time and means by which to access the building and a nominee who will be responsible for supervising the work to be contactable in emergencies at all times.

#### **3.2 DURING CONSTRUCTION**

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

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) comply with any reasonable requirements of the Owners Corporation;
- (c) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Standards;
- (d) use reasonable endeavours to cause as little disruption as possible;
- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) ensure that the Works are not carried out on Sundays or public holidays;
- (g) ensure that the Works do not damage service lines or pipes or interrupt services to the parcel;
- (h) ensure that the Works do not interfere with or alter the integrity of fire rated doors or walls;
- (i) where any work undertaken includes waterproofing (or should include waterproofing in the strata committee's reasonable opinion) then the Owner or Occupier must ensure that at their cost:
  - (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
  - (ii) that they produce to the Owner Corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.

- (j) perform the Works within a such other period as reasonably approved by the Owners Corporation;
- (k) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (l) 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;
- (m) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (n) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **3.3 AFTER CONSTRUCTION**

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law;
- (e) if required, in regards to the flooring works, provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents; and
- (f) finalise the dilapidation report in respect to the Lot immediately above to establish what damage, if any, has been incurred. Such report to take the form of after photographs and a schedule of defects and to be signed off on by both Lot Owners.

### **3.4 ENDURING RIGHTS AND OBLIGATIONS**

The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works, including those identified in the dilapidation report as per clause 3.3 (f) of this by-law;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

**Special by-law 15 Common property memorandum**

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

<p><b>1. Balcony and courtyards</b></p>	<p>(a) columns and railings                  (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)                  (c) balcony ceilings (including painting) [except if enclosed by lot owner]  <del>(d) security doors, other than those installed by an owner after registration of the strata plan</del>                  (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan                  (f) common wall fencing, shown as a thick line on the strata plan                  (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</p>
<p><b>2. Ceiling/Roof</b></p>	<p><del>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</del>                  (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)                  (c) guttering                  (d) membranes</p>
<p><b>3. Electrical</b></p>	<p>(a) air conditioning systems serving more than one lot  <del>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</del>                  (c) fuses and fuse board in meter room                  (d) intercom handset and wiring serving more than one lot  <del>(e) electrical wiring serving more than one lot</del>  <del>(f) light fittings serving more than one lot</del>  <del>(g) power point sockets serving more than one lot</del>                  (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)                  (i) telephone, television, internet and cable wiring within common property walls                  (j) television aerial, <del>satellite dish</del>, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property                  (k) lifts and lift operating systems</p>
<p><b>4. Entrance door</b></p>	<p>(a) original door lock or its subsequent replacement                  (b) entrance door to a lot including all door furniture and automatic closer  <del>(c) security doors, other than those installed by an owner after registration of the strata plan</del></p>
<p><b>5. Floor</b></p>	<p><del>(a) original floorboards or parquet flooring affixed to common property floors</del>  <del>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</del>                  (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan                  (d) sound proofing floor base (<del>e.g. magnesite</del>), - does not include any sound proofing installed by an owner after the registration of the strata plan</p>
<p><b>6. General</b></p>	<p>(a) common property walls  <del>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</del>                  (c) any door in a common property wall (including all original door furniture)                  (d) <del>skirting boards, architraves and cornices</del> on common property walls (other than painting which shall be the lot owner's responsibility)</p>

	<ul style="list-style-type: none"> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li><del>(l) gym equipment</del></li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li><del>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan [not applicable]</del></li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) garage door hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li><del>(d) mesh between parking spaces, if shown by a thick line on the strata plan</del></li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> <li><del>(b) insect screens, other than those installed by an owner after the registration of the strata plan [not permitted]</del></li> <li>(c) original lock or other lock if subsequently replaced by the owners corporation</li> </ul>

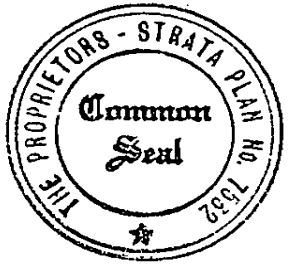
**Lot owner responsibilities for maintenance, repair or replacement**

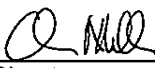
<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>(b) that part of a tree within the cubic space of a lot</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>(b) fuses and fuse boards within the lot and serving only that lot</li> <li><del>(c) in sink food waste disposal systems and water filtration systems.</del></li> <li>(d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>(e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>(g) telephone, television, internet and cable service and connection sockets</li> <li><del>(h) intercom handsets serving one lot and associated wiring located within non-common walls</del></li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li><del>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</del></li> <li>(b) keys, security cards and access passes</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>(b) lacquer and staining on surface of floorboards or parquet flooring</li> </ul>

	<p>(c) internal carpeting and floor coverings, unfixed floating floors  <del>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</del></p>
<b>6. General</b>	<p>(a) internal (non-common property) walls          (b) paintwork inside the lot (including ceiling and entrance door)          (c) built-in wardrobes, cupboards, shelving          (d) dishwasher          (e) stove          (f) washing machine and clothes dryer          (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)          (h) internal doors (including door furniture)          (i) skirting boards and architraves on non-common property walls          (j) tiles and associated waterproofing affixed to non-common property walls</p>
<b>7. Parking/Garage</b>	<p>(a) garage door remote controller          (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary          (c) light fittings inside the lot where the light is used exclusively for the lot  <del>(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the Dividing Fences Act 1991 applies)</del></p>
<b>8. Plumbing</b>	<p>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall          (b) pipes and 'S' bend beneath sink, laundry tub or hand basin          (c) sink, laundry tub and hand basin          (d) toilet bowl and cistern          (e) bath          (f) shower screen          (g) bathroom cabinet and mirror          (h) taps and any associated hardware</p>
<b>9. Windows</b>	<p>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)          (b) locks additional to the original (or any lock replaced by an owner)          (c) window lock keys</p>

**EXECUTION CLAUSE FOR EXECUTION BY MANAGING AGENT:**

THE COMMON SEAL OF THE OWNERS – )  
STRATA PLAN NO. 7532 was hereunto affixed in )  
the presence of the following being the person )  
authorised by section 273 of the *Strata Schemes )  
Management Act 2015* to attest the affixing of the )  
seal. )  
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\_\_\_\_\_  
Signature

CHRIS MILLER  
\_\_\_\_\_  
Full name

\_\_\_\_\_ 2 FEBRUARY 2018  
Date

As duly authorised officer of the Strata Managing Agent, Mason & Brophy Strata Management Pty Limited (ACN 051 077 055).

**EXECUTION CLAUSE FOR EXECUTION BY LOT OWNERS OR EXECUTION BY COMMITTEE MEMBERS:**

THE COMMON SEAL OF THE OWNERS – )  
STRATA PLAN NO. 7532 was hereunto affixed in )  
the presence of the following being the person(s) )  
authorised by section 273 of the *Strata Schemes )  
Management Act 2015* to attest the affixing of the )  
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Full name

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Role

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Role