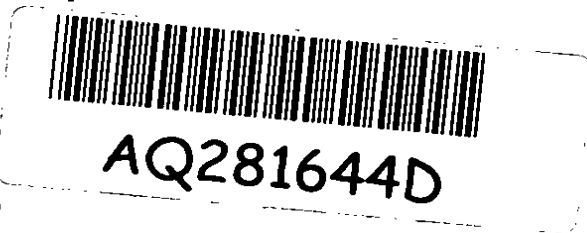


Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Strata Schemes Management Act 2015
Real Property Act 1900



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

(A) **TORRENS TITLE** For the common property
CP/SP 77399

(B) **LODGED BY**

Document Collection Box 6508C	Name, Address or DX, Telephone, and Customer Account Number if any LLPN:136319 KEMPS PETERSON LEGAL PTY LTD DX 11553 SYDNEY DOWNTOWN (02) 8216 0443 registrations@kplg.com.au	CODE CH
Reference: FILE NO: 183236 - SYD		

(C) The Owners-Strata Plan No. 77399 certify that a special resolution was passed on 26/06/2020

(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(E) Repealed by-law No. NOT APPLICABLE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 18, 19, 20, 21 & 22

Amended by-law No. NOT APPLICABLE

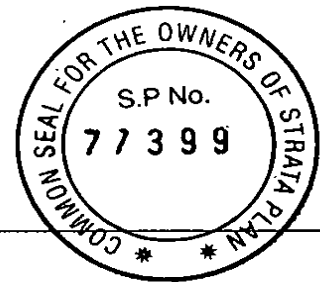
as fully set out below:

See annexure

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.

(G) The seal of The Owners-Strata Plan No. 77399 was affixed on 29/07/2020 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: *Matilda Halliday*
Name: MATILDA HALLIDAY
Authority: Licensed Strata Managing Agent
BCS Strata Management P/L
Signature: _____
Name: _____
Authority: _____



ANNEXURE A

STRATA PLAN 77399

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1. Definitions and interpretation

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

"Act" the Strata Schemes Management Act 1996;

"Air Conditioning Components" the components of an air conditioning system servicing a Lot including units and filters;

"Architectural and Landscape Standards" the architectural and landscape standards which have been prescribed for the Strata Scheme as contemplated by by-law 7 of the Community Management Statement;

"Authorised Uses" a High Rise Owner, a High Rise Occupier and a person on the Parcel with the express or implied consent of a High Rise Owner or a High Rise Occupier;

"Building" the building erected on the Parcel;

"Building Maintenance Program" the maintenance program prepared by a suitably qualified or licensed person for the maintenance of the Building;

"by-laws" these by-laws;

"Car Space" a part of a Lot which has been approved by Council for use as a car space;

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

"Community Association" Community Association DP 270347;

"Community Plan" the deposited plan 270347;

"Community Property" the meaning given to that term in the Community Management Statement;

"Community Scheme" the community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Community Land Development Act 1989 and the Community Land Management Act 1989;

"Community Management Statement" the Community Management Statement registered with the Community Plan;

"Council" City of Canada Bay Council;

"Developer" the meaning given to that term in the Community Management Statement;

"Development Activities" the meaning given to that term in the Community Management Statement;

"Fire Safety Device" any structure or device contained within a Lot or Common Property that:

(a) monitors or signals the incidence of smoke, heat or fire within the Parcel;

(b) provides fighting in the case of smoke, heat or fire within the Parcel;

(c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);

(d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or

(e) is required by Law for fire safety or that otherwise improves fire safety.

"Government Agency" any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

"High Rise Lots" Lots 18-71;

"High Rise Occupiers" the Occupiers of the High Rise Lots;

"High Rise Owners" the Owners of the High Rise Lots;

"Law" includes:

(a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and

(b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

"Lifts" the 2 lifts serving the Building;

"Lot" a lot (as defined in the Act) in the Strata Plan;

"Low Rise Lots" Lots 1-17;

"Low Rise Occupiers" the Occupiers of the Low Rise Lots;

"Low Rise Owners" the Owners of the Low Rise Lots;

"Occupier" any person in lawful occupation of a Lot;

"Owner":

(a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that Lot; or

(b) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 98 of the Act;

"Owners Corporation" the owners corporation for the Strata Scheme;

"Parcel" the land comprised in the Strata Scheme;

"Permitted Person" a person on the Parcel with the express or implied consent of an Owner or Occupier;

"Restricted Common Property" part of the Common Property, use of which has been restricted in accordance with section 54 Community Land Management Act as contemplated by by-law 27;

"Restricted Common Property By-law" a by-law made under by-law 27 creating Restricted Common Property;

"Rules" the rules made under these by-laws;

"Security Key" the meaning given to that term in the Community Management Statement;

"Stormwater Retention Pumps" the stormwater retention pumps and associated irrigation pipes which are part of Common Property that reticulate stormwater;

"Strata Management Act" the Strata Schemes Management Act 1996;

"Strata Plan" the strata plan registered with these by-laws;

"Strata Scheme" the strata scheme constituted on registration of the Strata Plan;

"Vehicle" the meaning given to that term in the Community Management Statement;

"Visitor Car Parking" those areas of Community Property which have been designated by the Community Association for use by visitors to the Strata Scheme; and

"Washdown Bay" the wash bay or wash bays located on Common Property designated by the Owners Corporation for use as such;

"Waste Management Plan" is the waste management plan approved by Council as part of the development consent for the Building and any subsequent waste management plan adopted by the Owners Corporation at a general meeting.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

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

(b) any gender includes all other genders;

(c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

(d) this instrument includes any variation or replacement of it; and

(e) to any statute, regulation, proclamation or ordinance includes all statutes, regulation, proclamations or ordinances varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations or ordinances issued under that statute.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws are not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

Owners Corporation Approval

1.7 A person must make an application for the approval of the Owners Corporation under these by-laws in writing.

1.8 Subject to an express provision in these by-laws the Owners Corporation may in its absolute discretion:

(a) give approval conditionally or unconditionally; or

(b) withhold it's approval.

1.9 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of approval.

1.10 Subject to an express provision in these by-laws or any provision of the Act, approvals by the Owners Corporation under these by-laws may be given by the:

- (a) Owners Corporation at a general meeting; or
- (b) Executive committee of the Owners Corporation at an executive committee meeting.

1.11 The Owners Corporation must give any approval required under these by-laws in writing.

2. Introduction

2.1 The Building is a residential Strata Scheme with 71 residential Lots. The Strata Scheme is part of the Community Scheme.

2.2 These by-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.

3. Community management statement

Effect on the Strata Scheme

3.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of Owners and occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection; and
- (f) security.

Comply

3.2 An Owner or Occupier must comply with the Community Management Statement.

Breach

3.3 A breach of the by-laws by an Owner or Occupier contained in the Community Management Statement amounts to a breach of these by-laws.

3.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

4. Behaviour of owners, occupiers and permitted persons

4.1 Without limiting by-law 3, an Owner or Occupier must comply with by-law 59 of the Community Management Statement relating to, amongst other things, the behaviour of Owners, Occupiers and Permitted Persons.

4.2 An Owner or Occupier must not use or permit to be used in or on the Common Property skateboards, roller skates or roller blades.

4.3 An Owner or Occupier must ensure that a Permitted Person complies with these by-laws in so far as they apply to Permitted Persons.

4.4 No children under the age of 12 are to be on Common Property unless supervised by an adult.

5. Common property

Approval of Owners Corporation

5.1 Subject to section 109 of the *Strata Schemes Management Act 2015* and any other by-law applicable to the strata scheme, an Owner or Occupier may only do the following to Common Property if that Owner or Occupier first obtains the approval of the Owners Corporation:

- (a) Leave anything on Common Property;
- (b) obstruct the use of Common Property;
- (c) use any part of Common Property for the Owners or Occupiers own purposes;
- (d) erect any structure on Common Property;
- (e) attach any item to Common Property;
- (f) do or permit anything to be done to Common Property which might cause damage; or
- (g) alter Common Property.

Notice of Damage or Defect

5.2 An Owner or Occupier must

5.2.1 give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;

5.2.2 use a thing on the Common Property only for the purpose for which it was constructed or provided; and

5.2.3 only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

5.3 Except with the prior approval of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Damage to Common Property

5.4 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

5.4.1 promptly notify the Owners Corporation of the damage caused; and

5.4.2 compensate the Owners Corporation accordingly.

Building Maintenance

5.5 The Owners Corporation must

5.5.1 adopt and carry out the Building Maintenance Program; and

5.5.2 have the Building Maintenance Program reviewed annually by a suitably qualified or licensed person.

Safety

5.6 The Owners Corporation must have a suitably qualified or licensed person carry out an annual safety inspection of the Common Property.

Fire

5.7 The Owners Corporation must:

5.7.1 prominently display in the Building the fire safety certificate together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;

5.7.2 arrange for annual inspection of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and

5.7.3 provide a copy of a report of the annual inspection referred to in by-law 5.7(b) to Council.

6. External appearance

General

6.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the approval of the Owners Corporation.

Window Coverings

6.2 To ensure the architectural integrity of the Building, window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be white in colour.

Signage

6.3 An Owner or Occupier must comply with by-law 60 of the Community Management Statement in relation to the erection of signage (including "For Sale" or "For Lease" signs).

Washing

6.4 An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature on any part of the Building including from the balcony of a Lot or which is the otherwise prohibited by by-law 27 of the Community Management Statement.

7. Repealed

8. Car spaces and visitor parking on common property

Car Spaces

8.1 An Owner or Occupier must only use a car space or any other part of a Lot designated for use for parking of Vehicles ("car space") for the purpose of parking Vehicles unless the Owners Corporation gives its prior written approval for the use of the car space, or any part of it, for another purpose.

8.2 An Owner or Occupier must ensure that any Vehicle parked on their car space is situated wholly within the car space and does not encroach in any way onto the common property or any other car space.

8.3 An Owner or Occupier must at all times keep their car space neat, tidy and clean.

Storage of Goods on Car Spaces

8.4 An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, keep or store any goods, materials or equipment ("goods") on a car space.

8.5 An Owner or Occupier must ensure that any goods kept or stored on a car space pursuant to the approval of the Owners Corporation:

(a) are kept or stored in a secure container which is of a type, design and colour and which is placed in a position approved by the Owners Corporation ("secure container"),

(b) are not hazardous, dangerous, illegal or inflammable,

(c) do not cause a nuisance or hazard to an Owner or Occupier or any person on another car space or the common property,

(d) are non-bulky items,

(e) do not emit any offensive odours, and

(f) do not attract vermin.

8.6 An Owner or Occupier must ensure that any secure container:

(a) is kept or stored on the car space in a position which does not prevent or in any way impede the parking of a Vehicle wholly within the car space,

(b) is kept or stored on the car space in a position which does not create or pose a risk of bodily injury to any person who enters the car space or an adjacent car space, and

(c) has an appearance that is consistent with the appearance of other secure containers in other car spaces and is in keeping with the immediate surrounds of the car park.

Cages

8.7 An Owner or Occupier must not enclose their car space, or any part of it, whether by installing a cage, mesh or garage door or through any other means, without the prior written approval of the Owners Corporation.

8.8 An Owner or Occupier must ensure that any materials used to enclose their car space, or any part of it, with the approval of the Owners Corporation:

(a) do not prevent or in any way impede the parking of a Vehicle wholly within the car space,

(b) do not create or pose a risk of bodily injury to any person who enters the car space or an adjacent car space,

(c) have an appearance which is consistent with the appearance of similar materials which have been used to enclose other car spaces,

(d) do not encroach on any other car space or impede or in any way restrict the use of another car space,

(e) are installed in a proper and workmanlike manner and consist of first quality materials which are new and fit for their intended purpose,

(f) are installed in such a way as to cause only minimal disturbance to other Owners and Occupiers, and

(g) comply with all laws for the time being in force which are applicable to the materials and the enclosure of the car space.

8.9 An Owner or Occupier must properly maintain and keep in a state of good and serviceable repair any materials used to enclose their car space and, where necessary, renew or replace those materials including any fixtures, fittings, motors and equipment which form part of them.

8.10 The provisions of by-law 15 - Building Works and Alterations - apply to the enclosure of a car space by an Owner or Occupier in addition to the conditions set out in this by-law.

Parking on Common Property

8.11 An Owner or Occupier must not stand or park any Vehicle on the common property except with the prior written approval of the Owners Corporation.

Visitor Parking

8.12 An Owner or Occupier must not park a Vehicle in Visitor Car Parking.

8.13 A Permitted Person may park a Vehicle in Visitor Car Parking for a consecutive period of up to 8 hours.

8.14 The Visitor Car Parking is to be maintained free of obstruction and is for the exclusive use of Permitted Persons.

Breach of this By-Law

8.15 If an Owner or Occupier is in breach of any condition of this by-law and fails to rectify that breach within thirty (30) days of service of a notice from the Owners Corporation requiring rectification of the breach, then the Owners Corporation may:

- (a) enter on any part of the Strata Scheme including any car space;
- (b) rectify any breach of this by-law; and
- (c) recover from the Owner or Occupier as a debt the costs of rectifying any such breach together with all of the expenses of the Owners Corporation incurred in recovering those costs.

9. Cleaning

Windows and Doors

9.1 An Owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property that is safely and directly accessible from the balcony or terrace of a Lot.

9.2 The Owners Corporation will keep clean the exterior surfaces of the glass in windows on the boundary of the Lot that are not safely and directly accessible from the balcony or terrace of a Lot.

Balconies and Gardens

9.3 An Owner or Occupier must keep all planter boxes, balconies, glass balustrades and terraces within the Owner or Occupier's Lot clean, tidy and well maintained.

9.4 An Owner or Occupier must take reasonable care when carrying out their obligations under by-law 9.3 to ensure that no damage is caused to a person or property.

9.5 If there are planter boxes on or within a balcony of a Lot or terrace gardens, an Owner or Occupier must:

(a) properly maintain the soil and plants in the planter boxes or terrace gardens as well as any irrigation system installed within the planter boxes or terrace gardens; and

(b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot.

9.6 If an Owner or Occupier does not comply with by-law 9.3, the Owners Corporation can exercise the powers granted under by-law 18 to ensure that plantings are well maintained within a Lot.

10. Moving goods and furniture

Notice

10.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

Loading

10.2 All loading and unloading of goods must be conducted wholly within the Parcel.

Owners Corporation may determine

10.3 The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner. If the Owners Corporation considers that the furniture or large object would damage the Common Property, it may refuse permission, or may grant permission subject to the provision of a suitable bond as security for the cost of making good any damage caused.

Determination

10.4 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.

11. Waste disposal

11.1 This by-law is subject to the provisions of the Community Management Statement and constitutes Rules for the purpose of by-law 34 of the Community Management Statement.

General

11.2 Garbage, trade waste or recyclable material must not be placed outside the Building at any time.

11.3 An Owner or Occupier must ensure that:

11.3.1 garbage is drained and securely wrapped before being placed in a garbage container; and

11.3.2 recyclable materials are placed in a garbage container designated for that purpose and are separated and prepared in accordance with the applicable recycling guidelines;

11.3.3 bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose; and

11.3.4 no item is deposited into the toilet, or otherwise introduced or attempted to be introduced into the plumbing system that is not appropriate for any such disposal (for example disposable nappy).

11.4 An Owner or Occupier must not put:

11.4.1 Glass bottles or liquids in a garbage chute; or

11.4.2 large items in a garbage chute that might cause a blockage.

Cleaning Up Spills

11.5 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.

11.6 If an Owner or Occupier does not comply with by-law 11.5, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

Waste Management Plan

11.7 Garbage disposal is to be in accordance with the Waste Management Plan attached to this by-law.

Signage

11.8 The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

12. Provision of amenities or services

12.1 The Owners Corporation may only enter into arrangements with a suitably qualified or licensed person for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including but not limited to:

12.1.1 Window cleaning;

12.1.2 garbage disposal and recycling services;

12.1.3 electricity, water or gas supply;

12.1.4 telecommunication services;

12.1.5 security services; and

12.1.6 concierge services.

12.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, and the conditions on which, it will provide the amenity or service.

12.3 The Owners Corporation must use reasonable endeavours to ensure that any arrangement entered into is with a suitable qualified or licensed person.

13. Security keys

Security

13.1 The Owners Corporation may take measures to ensure the security and preserve the safety of the Common Property and the Lots from fire and other hazards including by:

13.1.1 closing off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; or

13.1.2 otherwise restricting the access to or use by an Owner or Occupier of any part of the Common Property.

Restricted Access

13.2 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

13.3 The Owners Corporation must make Security Keys available to:

13.3.1 Owners; and

13.3.2 persons authorised by the Owners Corporation.

Fees

13.4 Each Owner will be provided with 2 security keys.

13.5 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

13.6 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Security Keys

13.7 A person to whom a Security Key is made available must:

13.7.1 not duplicate or copy the Security Key;

13.7.2 immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;

13.7.3 when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and

13.7.4 take all reasonable steps to safeguard the Security Key against loss, damage or theft.

14. Washdown bay

14.1 The Washdown Bay may only be used for washdown purposes between the hours of 7.30 am and 6.00 pm or other hours as nominated from time to time by the Owners Corporation.

14.2 For the purpose of this by-law "washdown purposes" means the washing of motor vehicles, motorcycles and bicycles.

15. Repealed

16. Repealed

17. Owners corporation may carry out work

Owners Corporation May Carry Out Works

17.1 The Owners Corporation may do anything on or in a Lot:

(a) which should have been done under these by-laws but has not been done or has not been done properly; or

(b) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws.

Rights of Owners Corporation

17.2 If by-law 17.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

- (a) enter and remain on the Lot for as long as is necessary; and
- (b) recover any costs associated with carrying out works under these by-laws from the Owner.

Notice

17.3 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

- (a) reasonable notice is given to the Owner or Occupier whose Lot the Owners Corporation must enter; and
- (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner or Occupier affected.

17.4 By-law 17.3 is in addition to the powers of the Owners Corporation under the Act.

18. Developer's rights

Restricted Use Rights

18.1 To enable the Developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Community Land Management Act 1989 over so much of the Common Property as is reasonably required by the Developer on the terms of this by-law.

Common Property Airspace

18.2 Without limiting the restricted use rights granted to the Developer under this by-law, the Developer has restricted use over the Common Property airspace above the Building and structures of the Strata Scheme for the purpose of slewing cranes and other objects in order to carry out Development Activities.

End of Restricted Use Rights

18.3 Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of Common Property have been completed.

18.4 Despite by-law 18.2, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any community development lot.

Developer's Obligations

18.5 The Developer must:

- (a) repair any damage to the Common Property as soon as practicable after the damage occurs; and
- (b) keep interference with the use of the Common Property by the Owners and Occupiers to a minimum so far as is consistent with the Development Activities.

Levies

18.6 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law.

19. Change in use

19.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

19.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

19.3 An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on their Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material.

20. Integrity of fire safety systems

20.1 An Owner or Occupier must not

20.1.1 interfere with or damage any Fire Safety Device; or

20.1.2 activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

20.2 An Owner or Occupier must:

20.2.1 immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device;

20.2.2 immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;

20.2.3 notify the Owners Corporation of a risk of fire or other hazard within the Parcel;

20.2.4 subject to receiving adequate notice from the Owners Corporation, give the Owners Corporation (and any agent) access to that person's lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

20.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

20.4 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 17 - Owners Corporation May Carry Out Works.

21. Repealed

22. Restricted common property

22.1 In addition to its powers under the *Strata Management Act*, the Owners Corporation has power under this by-law 23 to, and must if Breakfast Point Pty Limited gives it a notice under by-law 23.3, make a Restricted Common Property By-law in accordance with that notice.

22.2 The Owners Corporation can vary or cancel this by-law 23 only by special resolution and with the written consent of Breakfast Point Pty Limited.

22.3 If Breakfast Point Pty Limited wants the Owners Corporation to make a Restricted Common Property By-law, it must give a notice in that regard which contains the following:

(a) a description of the Restricted Common Property; and

(b) details of the persons entitled to use the Restricted Common Property; and

(c) the terms and conditions on which those persons may use the Restricted Common Property, including but not limited to:

(1) requiring the Community Association to arrange for the certification and inspection of Restricted Common Property according to law; and

(2) requiring the Community Association to be responsible for the costs of Restricted Common Property according to the *Community Management Act*, and

(3) allowing the Community Association to make agreements with other persons, including the Estate Manager, to exercise its rights or functions in connection with the Restricted Common Property; and

(4) allowing the Community Association to make rules in relation to Restricted Common Property; and

(5) allowing the Community Association to install security devices in Restricted Common Property as if it were Community Property; and

(6) allowing the Community Association to lock or secure the Restricted Common Property as if it were Community Property; and

(7) allowing the Community Association to regulate traffic across Restricted Common Property as if it were Community Property; and

(8) allowing the Community Association to licence use of any part of Restricted Common Property as if it were Community Property; and

(9) making the Restricted Common Property available for use by the members of the Community Association; and

(d) details of all matters which must be included in the Restricted Common Property By-law in order for it to comply with section 54 of the *Community Management Act*, and

(e) details of all other matters which Breakfast Point Pty Limited, acting reasonably, believes should be included in the Restricted Common Property By-law.

23. Designated matters

23.1 An Owner must:

(a) if Breakfast Point Pty Limited serves notice requiring the Owner to do so, vote and use all reasonable endeavours to ensure that an enrolled mortgagee or chargee of the Owner's Lot votes in favour of any motion for a resolution of the Owners Corporation to implement or give effect to or which otherwise beneficially affects any of the Designated Matters or which is of assistance to Breakfast Point Pty Limited in the carrying out of the Designated Matters; and

(b) if Breakfast Point Pty Limited serves notice requiring the Owner to do so, vote and use all reasonable endeavours to ensure that an enrolled mortgagee or chargee of the Owner's Lot votes against any motion for a resolution of the Owners Corporation which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to Breakfast Point Pty Limited in the carrying out of the Designated Matters.

23.2 The Owners Corporation must:

(a) if Breakfast Point Pty Limited serves notice requiring the Owners Corporation to do so, vote in favour of any motion for a resolution of the Community Association to implement or give effect to or which otherwise beneficially affects any of the Designated Matters or which is of assistance to Breakfast Point Pty Limited in the carrying out of the Designated Matters; and

(b) if Breakfast Point Pty Limited serves notice requiring the Owners Corporation to do so, vote against any motion for a resolution of the Community Association which, if passed, would delay, hinder or prevent the implementation of or giving effect to or which would otherwise detrimentally affect the Designated Matters or which is not of assistance to Breakfast Point Pty Limited in the carrying out of the Designated Matters.

23.3 Words with capital letters described in Attachment 1, unless otherwise defined within Attachment 1, have the same meaning as that given in the Community Management Statement.

Attachment 1

1. The creation, variation, making or granting of easements, restrictions on use and positive covenants over Community Property or Common Property.
2. The entering into or varying of leases, licences, agreements and arrangements in respect of the Common Property or Community Property.
3. The dedication of Community Property.
4. As required by Energy Australia the grant to Energy Australia by the Owners Corporation of a lease of an electricity substation or substations on Common Property or Community Property as well as easements and other rights and privileges in connection with the electricity substation.
5. The variation of the terms of the easement for substation affecting Community Property.
6. The entering into a deed with AGL under which the Community Association is responsible for all rates and taxes in respect of the Lower Stratum Lot.
7. The Community Association must accept a lease of the Foreshore Lot.
8. The carrying out of Development Activities.
9. Until Breakfast Point Pty Limited completes the sale of all land forming part of the Community Parcel, Breakfast Point Pty Limited and persons authorised by Breakfast Point Pty Limited may:
 - (a) conduct selling and leasing activities in and about the Common Property; and
 - (b) place and maintain in and about the Common Property:
 - i. signs in connection with those selling and leasing activities; and
 - ii. offices and other facilities for sales people.
10. Obtaining approval from Council and other government agencies for the development of the Community Parcel in stages.
11. Attaching structures and services to structures and services previously constructed or installed and to construct and install further services in or on Common Property by Breakfast Point Pty Limited.
12. The production of the certificate of title for the Common Property at the Land and Property Information from time to time to enable registration of plans of subdivision or consolidation or to effect severance of a lot from the Strata Scheme or to record registration of an instrument or other dealing.
13. The production of the certificate of title for the Community Property at the Land and Property Information from time to time to enable registration of plans of subdivision or consolidation or to effect severance of a lot from the Community Scheme or to record registration of an instrument or other dealing.

14. The Community Association must accept a lease of the Marina (if required) by the vendor in which case the Marina will become additional Community Property.

15. The Community Association must accept a lease of the Wharf from Waterways Authority in which case the Wharf will become additional Community Property (if required by the vendor).

16. The Community Association may lease or licence parts or all of the social and sporting club to enable the provision of services such as food and beverage services to the Community Association.

17. Doing of all things necessary to sever part of Community Development Lot 6 (or subsequent lot resulting from further subdivision) upon which a sewer pumping station is erected from the Community Scheme and transfer that land to Sydney Water.

18. Doing of all things necessary to convert parts or all of the Community Development Lots in the Community Scheme to open accessways.

19. The creation of restricted property by-laws over areas of Common Property and Community Property.

20. The imposition by Council or other Government Authority of restrictions on the Lower Stratum Lot or the areas of open space in the Community Parcel which are Common Property or the Community Property.

Terms which begin with a capital letter used in this Attachment 1 and defined in the Community Management Statement and/or the Strata by-laws have the same meaning as in those documents.

24. Lifts

24.1 Authorised Users have the special privilege to use and enjoy the Lifts. Low Rise Owners and Low Rise Occupiers do not enjoy this special privilege.

Maintenance

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

Costs

24.3 The High Rise Owners are responsible for the costs incurred under by-law 24.2 (including any amount under by-law 24.4) for the Lifts and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlements.

24.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

25. Irrigation system in planter boxes & maintenance of plants

25.1 The Owners Corporation must keep and maintain the drip irrigation system servicing the planter boxes in the internal podium walkway on Level 1 of the Building located on common property and within the lots on that level in a state of good and serviceable repair and when necessary renew or replace that system.

25.2 An owner of a lot on level 1 of the Building must keep and maintain the plants within the planter boxes forming part of their lot in a good and proper condition and when necessary renew or replace any such plants in accordance with the requirements of the Architectural and Landscape Standards.

26. Car space enclosure

26.1 Each Owner of Lot 66, 67, 68, 69, 70 and 71 is responsible for the proper maintenance of, and keeping the Caging in a state of good and serviceable repair.

27. Air conditioning

27.1 Owners and Occupiers have the exclusive use and enjoyment of the Air Conditioning Components servicing that Owner or Occupier's Lot including such pipes wires and conduits as are necessary (including through a wall) to connect the air conditioner to service the inside of the Lot.

27.2 Owners are responsible for the repair, maintenance and replacement of the Air Conditioning Components and must ensure that the Air Conditioning Components are kept in good order and repair.

27.3 Each Owner must ensure that:

27.3.1 the Air Conditioning Components do not create any heat, noise or vibrations likely to interfere with the peaceful enjoyment of the occupier of another Lot or of any person lawfully using their lot or the Common Property;

27.3.2 any holes or penetrations made to enable any part of the Air Conditioning Components to enter the Lot are at all times adequately sealed and waterproofed and, if necessary, fireproofed; and

27.3.3 the Air Conditioning Components have a satisfactory run off pipe and otherwise appropriate fittings to make certain that any condensation does not drip onto any other part of the Building.

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

27.5 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

Special by-law no. 1 – Recovery of costs

1. Introduction

This by-law set outs general rules you must follow and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

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

2.1 "**by-laws**" means any by-laws in force in respect of the strata scheme;

2.2 "**cleaning costs**" means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;

2.3 "**demand**" means a written demand from us to you;

2.4 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, false fire alarm expenses, remedy expenses and repair costs;

2.5 "**false alarm**" means the activation of an alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;

2.6 "**false alarm expenses**" means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);

2.7 "**interest**" means interest payable on expenses in accordance with this by-law;

2.8 "**invitee**" includes a guest or contractor;

2.9 "**lot**" means a lot in the strata scheme;

2.10 "**occupier**" means a person in occupation of a lot and includes a tenant;

2.11 "**owner**" means an owner of a lot;

2.12 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;

2.13 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;

2.14 "**repair costs**" means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;

2.15 "**Strata Act**" means the *Strata Schemes Management Act 2015*;

2.16 "**strata scheme**" means the strata scheme to which this by-law applies;

2.17 "**us**" or "**we**" means the owners corporation; and

2.18 "**you**" means an owner or occupier.

3. Interpretation

In this by-law:

3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;

3.2 words importing the singular number include the plural and vice versa;

3.3 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

3.4 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.5 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable; and

3.6 the terms of this by-law apply to the extent permitted by law.

4. General Rules

4.1 You must not breach any by-laws.

4.2 You must not cause a false alarm.

4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).

4.4 You must not leave or dump rubbish on common property.

4.5 You must not dirty common property.

4.6 You must not do anything that causes an insurance premium payable by us to increase.

5. General Obligations

5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recover Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs; for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot; for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

Special by-law no. 1 – Works authorisation (lot 26)

1. Introduction

1.1 This by-law authorises Works to be conducted on Common Property by the Owner.

1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

"**Common Property**" means the common property for the Strata Scheme.

"**Development Act**" means the *Strata Schemes (Freehold Development) Act 1973*.

"**Executive Committee**" means the executive committee of the Owners Corporation.

"**Lot**" means lot 26 within the Strata Scheme.

"**Management Act**" means the *Strata Schemes Management Act 1996*.

"**Occupier**" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"**Owner**" means the owner of the Lot and that owner's successors in title.

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

"**Strata Managing Agent**" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"**Strata Plan**" means the strata plan for the Strata Scheme.

"**Strata Scheme**" means the Strata Scheme in respect of which this by-law applies.

"**Strata Legislation**" means the Development Act and the Management Act.

"**Works**" means various renovations to the Lot and the Common Property surrounding the Lot, as set out the attached scope of works and plans.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders.

2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency, provided that by-law 1 will still apply.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 The Owner may and is specifically authorised to conduct the Works on the Common Property.

3.1.2 If any further approval is required, the Owners Corporation must promptly (and in any case within 7 days of request) sign any landowner or other consent to the making of a development or other application to the local council or any other certifying body (such as an application for a construction certificate).

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days notice of the commencement of the Works;

4.1.1.2 obtain and provide to the Owners Corporation a copy of any certificates issued under the *Environmental Planning and Assessment Act 1979* which are required to permit the Works to commence, such as a construction certificate,

4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy,

4.1.1.4 provide the Owners corporation with a certificate from a duly qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building, or setting out what structural work must be carried out,

4.1.1.5 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used, and must:

(a) properly waterproof any wet areas including bathroom floors; and

(b) comply with all requirements of the structural engineer,

4.2.1.2 Time for Completion of Works

make sure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

4.2.1.3 Appearance of the Works

except as otherwise approved, ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme,

4.2.1.4 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation,

4.2.1.5 Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

4.2.1.6 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.7 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.8 Protection of Common Property

(i) protect all areas of the Common Property which are affected by the Works from damage, the entry of water and from dirt, dust and debris relating to the Works and ensure that all Common Property is protected from damage throughout the course of the Works,

(ii) keep all parts of the Common Property affected by the Works sound during the course of the Works.

4.2.1.9 Daily Cleaning

clean any part of the Common Property affected by the Works on a daily basis and keep all parts of the Common Property clean, neat and tidy during the Works,

4.2.1.10 Times for Renovations

ensure that the Works are only carried out between the hours of 7.30am - 4.30pm on Monday- Friday and are not performed on weekends or public holidays,

4.2.1.11 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 9.00am - 3.00pm (with a 1-hour break between 1.00pm and 2.00pm) and are not used on weekends or public holidays,

4.2.1.12 Interruption to Services

give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.13 Vehicles

ensure that no tradesperson's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

4.2.1.14 Costs of Works

pay all costs associated with the Works,

4.2.1.15 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.16 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete.

4.3.1.2 obtain and give the Owners Corporation a copy of all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the Works and the occupation of the Lot (where required), for example, any necessary compliance certificate or occupation certificate,

4.3.1.3 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works,

4.3.1.4 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with), and

4.3.1.5 provide the Owners corporation with a certificate from a duly qualified engineer addressed to the Owners Corporation certifying that the Works have been completed in a manner that will not affect the structural integrity of the Building.

4.4 Enduring Obligations

The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5.0 Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

5.1.1 rectify any such breach,

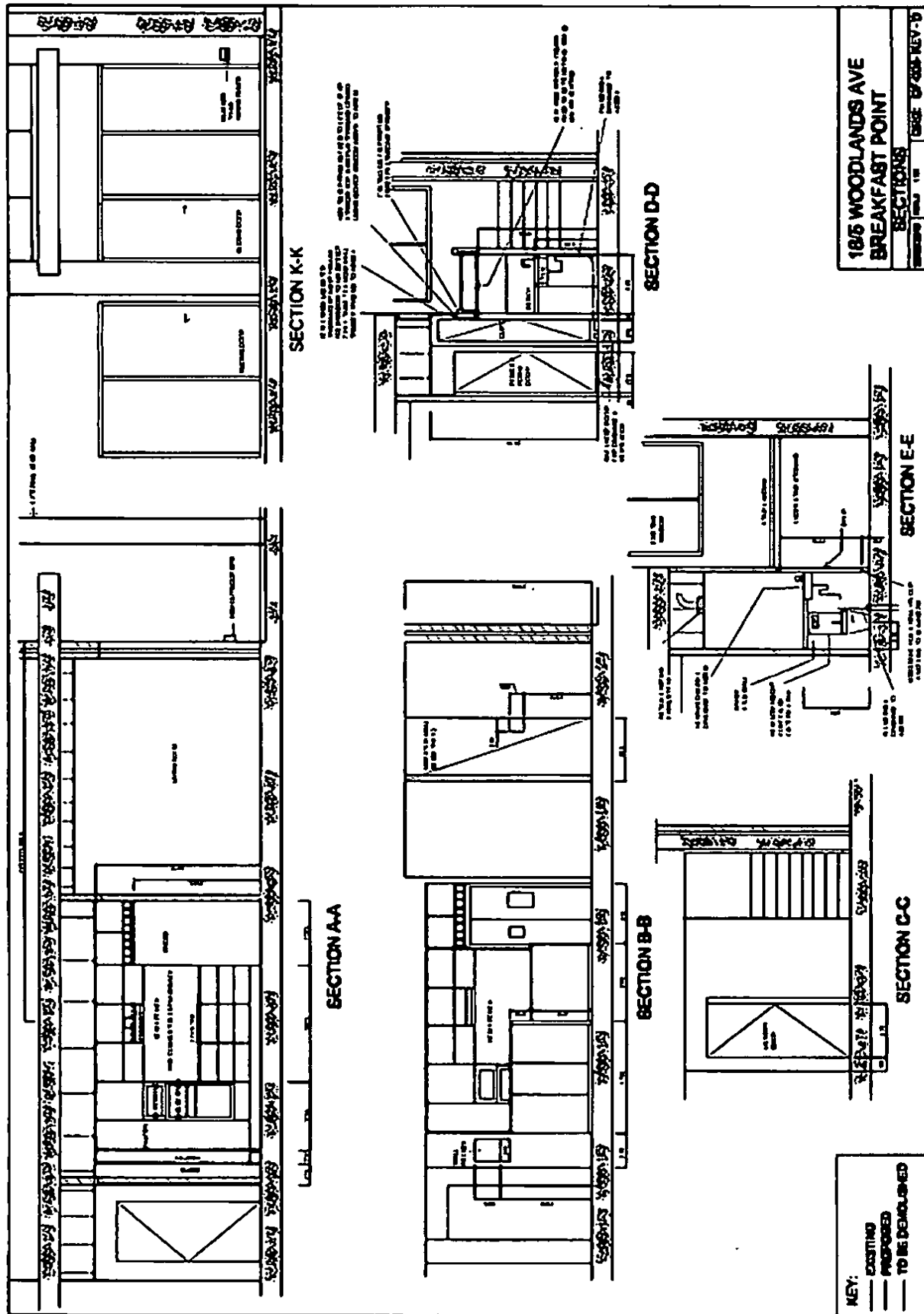
5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

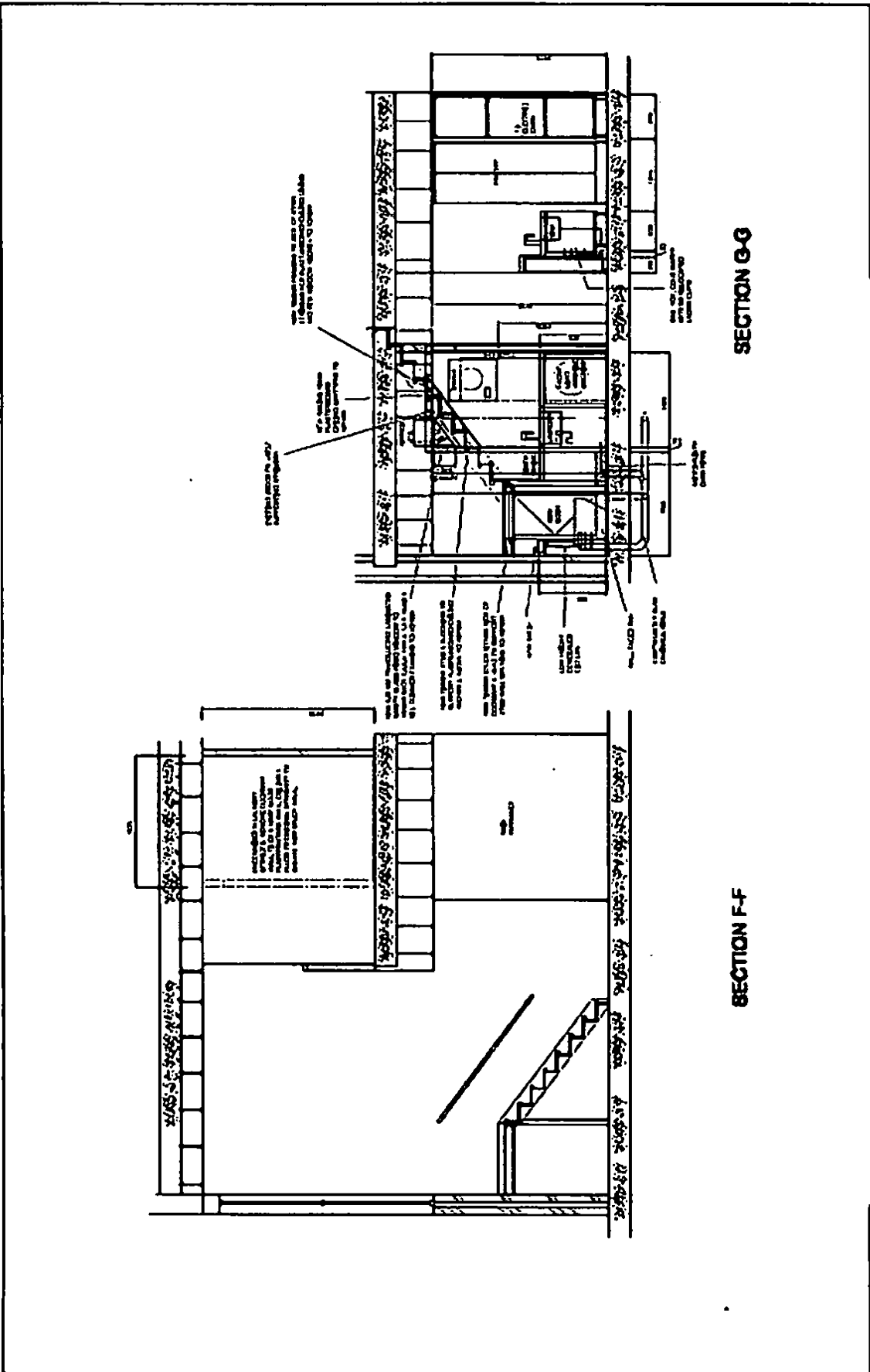
5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

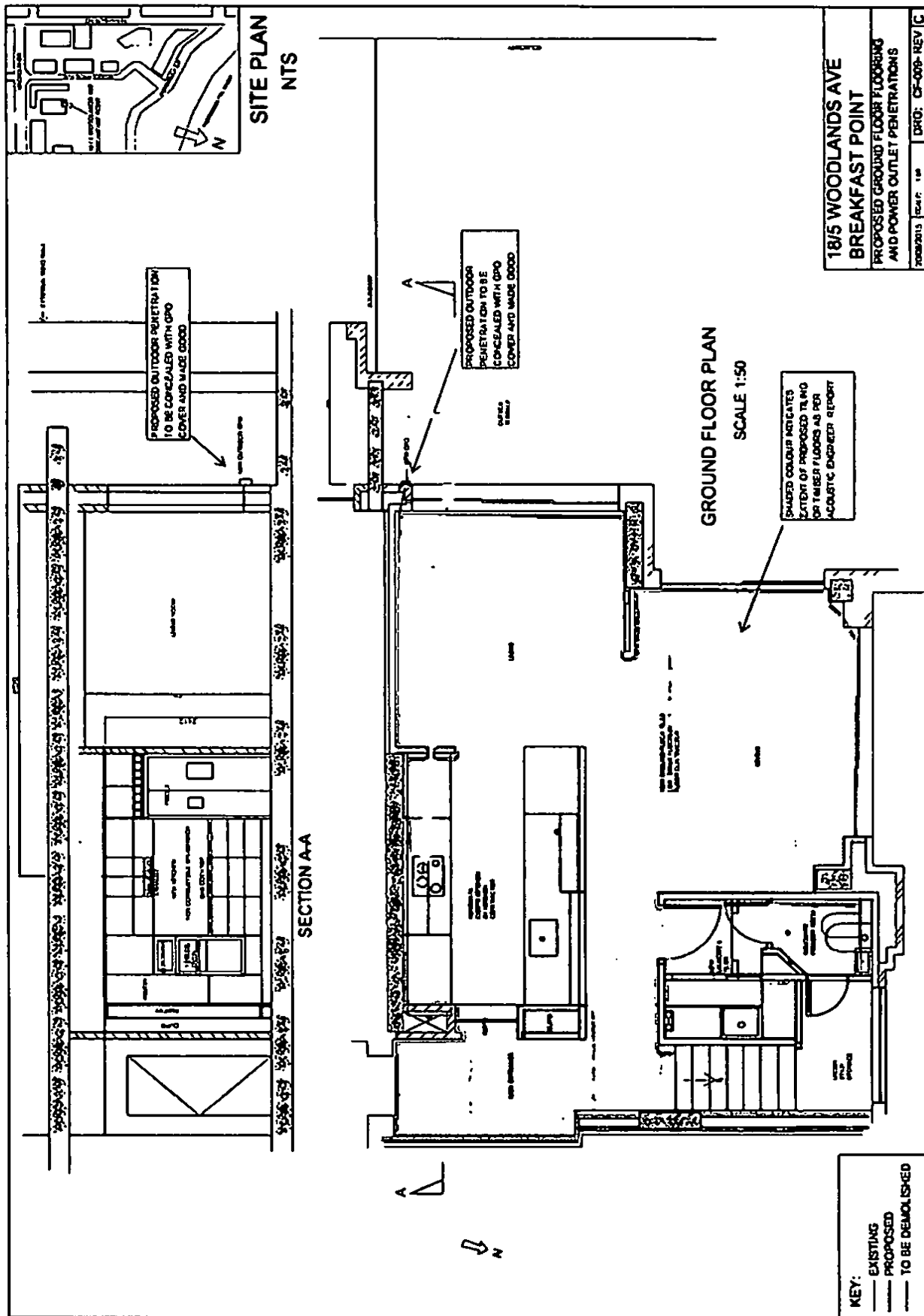
5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

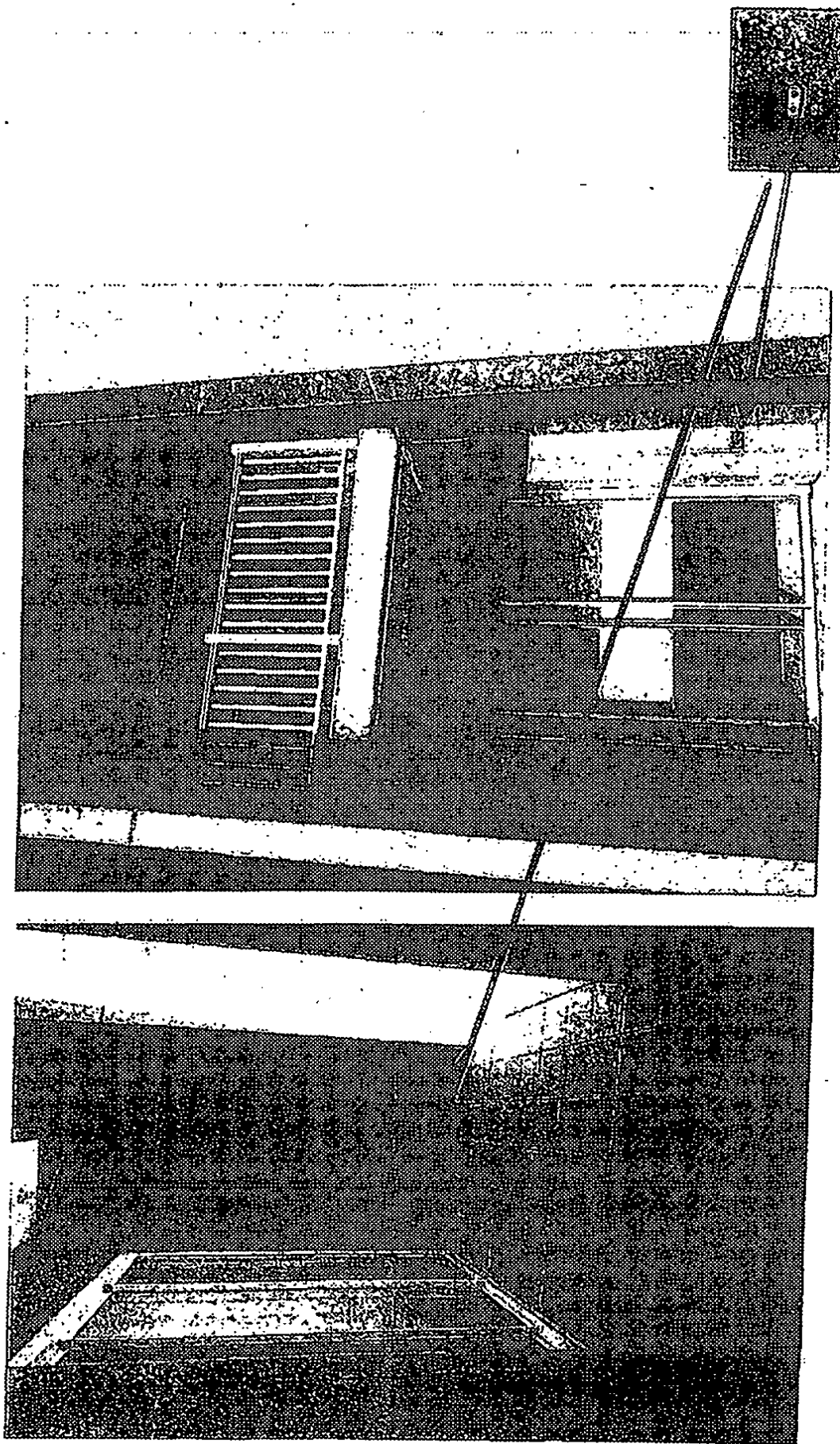
**Renovations and alterations to 18/5 Woodlands Ave Breakfast Point
– Proposed Works- Bullet Point Summary**

- **New door access to Under Stair Storage area.**
- **Renovation / alteration of ground floor Powder Room.**
- **Decommission upstairs laundry, remove tiles, doorway & wall and make good wall, ceiling & floor for new Study Nook area.**
- **Replace carpet to upstairs carpeted floors including staircase and add carpet to new Study Nook area.**
- **Create new Laundry with cupboard, new door and ceiling lining under existing ground floor staircase.**
- **Install small translucent glass window into wall adjacent to staircase above new Laundry, to allow access to stairwell daylight.**
- **Renovation of Kitchen including, removal & realignment of non load bearing internal walls, surface relocation of gas & water piping & meters, new kitchen cupboards & new range hood.**
- **New stud wall to Living Room.**
- **New electrical wiring, GPO and light to Basement 2 garage.**
- **New floor tiling or timber flooring to replace existing ground floor carpet areas & tiling.**
- **New LED down lights, pendant lighting and GPO's throughout apartment & ceiling fans to Bedrooms.**
- **New GPO to external south west wall.**
- **New white internal window coverings/blinds/shutters to glass windows / doors.**
- **Renovate & retille upstairs bathroom and ensuite.**



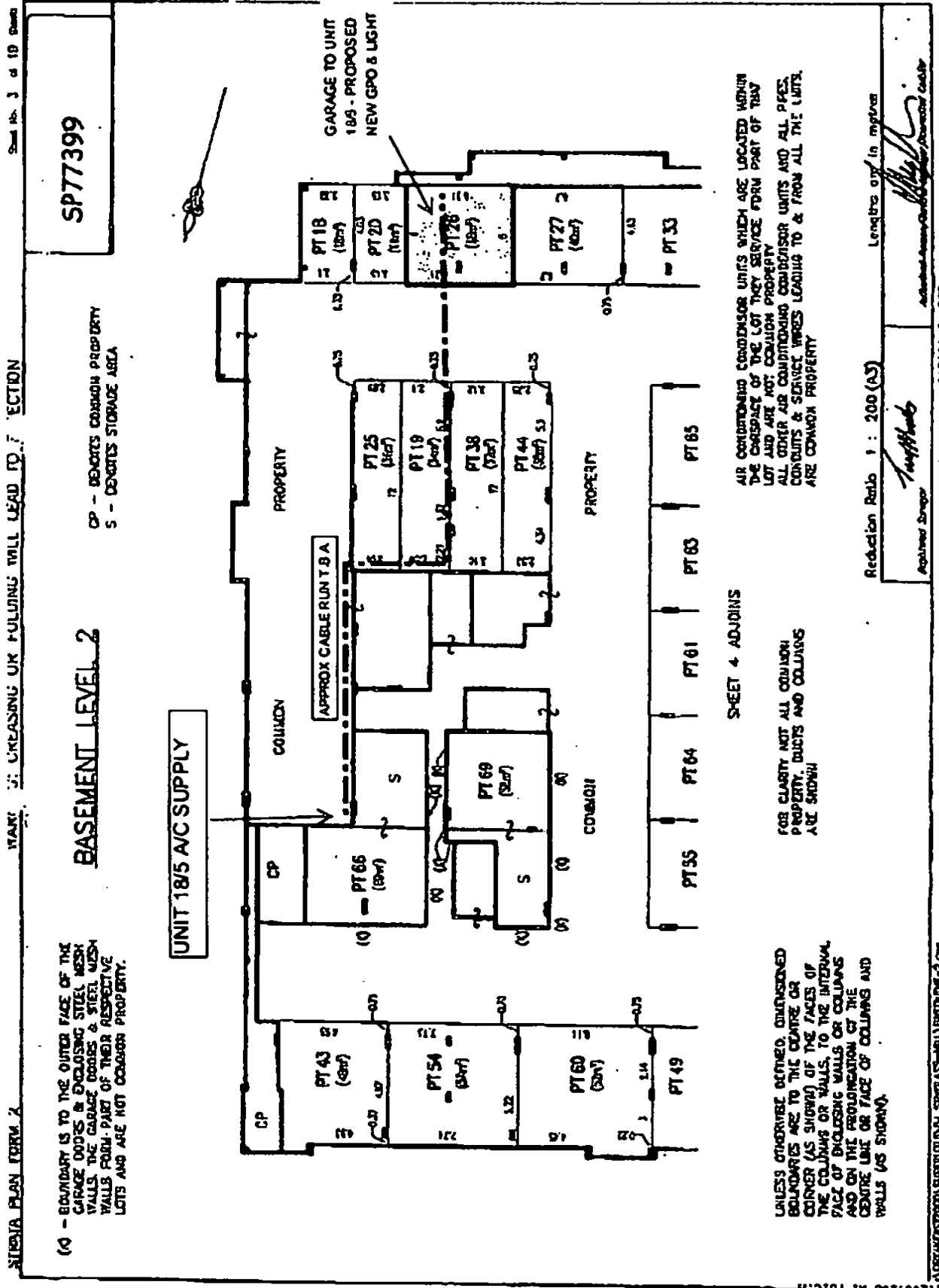






GPO

18/5 WOODLANDS AVE, BREAKFAST POINT
PROPOSED PENETRATION FOR EXTERNAL
GPO.



MARK 3: CREAKING OR PULPING WILL LEAD TO SECTION

STRATA PLAN FORM 2

(C) - BOUNDARY IS TO THE OUTER FACE OF THE GARAGE DOORS & ENCLISING STEEL MESH WALLS. THE CABLE ROOFS & STEEL MESH WALLS FORM PART OF THEIR RESPECTIVE LOTS AND ARE NOT COMMON PROPERTY.

BASEMENT LEVEL 2

SP77399

CP - DENOTES COMMON PROPERTY
 S - DENOTES STORAGE AREA

UNIT 18/5 A/C SUPPLY

GARAGE TO UNIT 18/5 - PROPOSED NEW GPO & LIGHT

APPROX CABLE RUN T.B.A

UNLESS OTHERWISE SPECIFIED, DIMENSIONED BOUNDARIES ARE TO THE CENTRE OR CORNER (AS SHOWN) OF THE FACES OF THE COLUMNS OR WALLS, TO THE INTERNAL FACE OF ENCLISING WALLS OF COLUMNS AND ON THE PROJECTIONS OF THE CENTRE LINE OR FACE OF COLUMNS AND WALLS (AS SHOWN).

SHEET 4 AD-JOINS

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS AND COLLINGS ARE SHOWN

AIR CONDITIONING CONDENSOR UNITS WHICH ARE LOCATED WITHIN THE COURSE OF THE LOT THEY SERVICE FORM PART OF THAT LOT AND ARE NOT COMMON PROPERTY. ALL OTHER AIR CONDITIONING CONDENSOR UNITS AND ALL PIPES, CONDUITS & SERVICE WIRES LEADING TO & FROM ALL THE UNITS, ARE COMMON PROPERTY.

Reduction Ratio 1 : 200 (A3)

Lengths are in metres

Authorised Signer: *[Signature]*
 Authorised Signer: *[Signature]*

\\NSW\STRATA\STRATA\PLAN\SP77399-BL\B02-06-2.dwg

Special by-law no. 2 – Electronic delivery of notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special by-law no. 3 – Notice board

The Owners Corporation must cause at least one notice board to be affixed to some part of the common property.

Notices are to be affixed to the notice board by the Owners Corporation secretary or their nominee.

Special by-law no. 4 – Floor coverings

7. Floor Coverings

7.1 An Owner must ensure that all floor space within an Owners Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

7.2 Without limiting the requirements of this by-law, if an Owner is utilising a floor finish within an owner's Lot other than carpet the minimum standard to be achieved for any such floor finish must be the minimum standard prescribed by the Building Code of Australia from time to time.

7.3 An Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person prior to installation of a floor finish other than carpet to demonstrate compliance with this by-law.

7.4 this by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom which is located above a kitchen, laundry, lavatory or bathroom.

Special by-law no. 5 – No smoking

1. The proprietor or occupier of a lot within the strata scheme must not smoke or allow smoking within or on their balcony or courtyard, or within or on the common property.

2. Without limiting clause 1, the proprietor or occupier of a lot must not allow any invitee to their lot to smoke within or on their balcony or courtyard, or within or on the common property.

Special by-law no. 6 – Moving in and out and deliveries

1. This by-law contains the rules that must be followed by all Owners and Occupiers when moving into or out of the Building or receiving deliveries to their Lots.

2. An Owner or Occupier must not move into or out of the Building by transporting any furniture or large objects unless they notify the caretaker or strata managing agent, at least 48 hours before the move, either personally or in writing using a moving notification form approved by the executive committee if one exists.

3. An Owner or Occupier must not move into or out of the Building by transporting any furniture or large objects except on and during the following days and times:

(a) Monday to Friday between the hours of 9.00am and 4.00pm.

(b) Saturday between the hours of 8.00am and 3.00pm.

4. An Owner or Occupier must not move into or out of the Building or have household items delivered to their Lot via the front foyer or entrance of the Building.

5. An Owner or Occupier must ensure that all removals and deliveries are done using the garage entrance at the rear of the Building and one of the lifts on level B1.

6. The number of moves into or out of the Building per day is restricted as follows:

(a) Only one move is allowed in the morning and one move in the afternoon. However the executive committee may, if necessary, approve one large move during the morning and afternoon.

(b) Two or more moves with overlapping times are not permitted. This means only one Owner or Occupier is able to move into or out of the Building at the one time.

7. An Owner or Occupier must ensure that only one lift is used to move into or out of the Building. One lift must be left free for the use of other Owners and Occupiers at all times during a move into or out of the Building.

8. An Owner or Occupier must ensure that the common property is protected from damage during a move into or out of the Building and that, where necessary, drop sheets and mats are used to protect the parts of the common property, including the lift, to be used during a move.

9. An Owner or Occupier must promptly repair any damage caused to the common property during a move into or out of the Building.

10. An Owner or Occupier must pay to the owners corporation a bond in the sum of \$400.00 (or such other amount as is determined by the executive committee) before moving into or out of the Building.

11. The owners corporation may use the bond paid by an Owner or Occupier, or any part of it, to pay for the costs incurred by the owners corporation:

(a) replacing the lift key in the event the Owner or Occupier fails to return it,

(b) repairing any damage to the common property caused by the move into or out of the Building,

(c) removing or properly disposing of any rubbish or other items left on the common property during the move into or out of the Building, or

(d) rectifying or that are caused by a breach of this by-law by the Owner or Occupier.

12. The owners corporation must return the bond, or the balance of it, to the Owner or Occupier once the move into or out of the Building is complete and the owners corporation is reasonably satisfied that the conditions of this by-law have been complied with by the Owner or Occupier.

13. Nothing in this by-law restricts the rights of or the remedies available to the owners corporation as a result of a breach of this by-law.

Special by-law no. 7 – Keeping of animals

1. The provisions of by-law 67 of the Community Management Statement apply to the keeping of animals within the Strata Scheme.

2. The Owners Corporation is responsible for providing the approval under by-law 67.2 of the Community Management Statement. The Owners Corporation must act reasonably in proving such approval.

3. An Owner or Occupier must:

a) give notice prior to bringing an animal on Common Property;

b) ensure that the animal does not enter any part of the Common Property which has been designated by the Executive Committee as an area which animals cannot enter.

4. Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law or by-law 67 of the Community Management Statement.

5. A further breach under by-law 22.4, will entitle the Owners Corporation to require the immediate removal of the animal from the Parcel.

6. Any resident or owner of SP77399 that wishes to keep a pet within their lot must request and obtain permission in writing from the executive committee of the owners' corporation of SP77399 before bringing the pet on to the lot.

7. All pets brought onto any part of the common area of SP77399, excluding balconies or courtyards attached to an individual residence must be on a lead at all times.

8. Any person bringing a pet onto any part of the common area of SP77399 must immediately clean up any pet faeces that the pet has deposited within the common area of SP77399.

9. Any person bringing a pet onto any part of the common area of SP77399 must ensure the pet does not urinate or defecate on any wall, pathway, lift, gate, carpet or planter box within the common area of SP77399.

10. Owners or residents who keep pets within a lot of SP77399 must ensure that the pet does not cause any disturbance to any other resident or owner of SP77399 such as, but not limited to acting aggressively to others or barking in a manner that can be heard outside the lot where the pet is kept.

11. If an owner or resident who keeps a pet within a lot of SP77399 breaches this by-law or by-law 67 of the Community Association - Keeping of Animals, a breach notice will be issued.

12. If the breach notice is not complied with the executive committee of the owners corporation of SP77399 will demand the owner or resident keeping the offending pet to remove the pet either temporarily or permanently from the lot.

Special by-law no. 8 – Not utilised

Special by-law no. 9 – Prohibiting illegal uses (including unlawful short term accommodation)

A. Introduction

(1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose including unlawful short term accommodation.

(2) You must comply with this by-law.

(3) If you do not comply with this by-law the owners corporation may take action against you.

(4) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

B. Definitions

In this by-law:

"**Council**" means City of Canada Bay Council;

"**LEP**" means the *Canada Bay Local Environmental Plan 2013* including any amendment of it and any planning instrument replacing it;

"**lot**" means a lot in the strata scheme;

"**permissible short term accommodation**" means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

"**prohibited short term accommodation**" means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

"**strata scheme**" means the strata scheme based on Strata Plan No. 77399;

"**unlawful short term accommodation**" means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

"**you**" means an owner, occupier or lessee of a lot.

C. Prohibiting Illegal Uses

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

D. Use of Lots as Domiciles

You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose, in which case you may use your lot for that other purpose.

E. Prohibiting Unlawful Short Term Accommodation

(1) You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.

(2) You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

F. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb for any use which is prohibited by this by-law.

G. Restriction on Occupancy Numbers

You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

Special by-law no. 10 – Cosmetic work

1. Introduction

1.1 This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

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

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**apartment**" means a lot in the strata scheme,
- (c) "**building**" means the building in the strata scheme in which your apartment is located,
- (d) "**common area**" means the common property in the strata scheme,
- (e) "**cosmetic work**" means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - (iii) installing or replacing handrails,
 - (iv) painting,
 - (v) filling minor holes and cracks in internal walls,
 - (vi) laying carpet,
 - (vii) installing or replacing built-in wardrobes,
 - (viii) installing or replacing internal blinds and curtains,
 - (ix) installing any locking or other safety device to improve safety within your apartment,
 - (x) installing any locking or other safety device for protection of your apartment against intruders,
 - (xi) installing any screen or other device to prevent entry of animals or insects on your apartment,
 - (xii) installing any structure or device to prevent harm to children, but cannot include non-cosmetic work,
- (f) "**non-cosmetic work**" means:
 - (i) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,
 - (iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
 - (v) work involving waterproofing or the plumbing or exhaust system of a building,
 - (vi) work involving reconfiguring walls,

(vii) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

(g) "**strata scheme**" means the strata scheme to which this by-law applies, and

(h) "**you**" means an owner of an apartment and includes your successors in title.

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

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Cosmetic Work

3.1 You may carry out cosmetic work without the approval of the owners corporation.

3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

4. Rules for Cosmetic Work

4.1 During Cosmetic Work

4.1.1 During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

(a) Standard of Workmanship

ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Cosmetic Work

make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Cosmetic Work

make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,

(d) Times for Cosmetic Work

ensure that the cosmetic work is only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,

(e) Appearance of Cosmetic Work

ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,

(f) Noise During Cosmetic Work

ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(g) Transportation of Construction Equipment

ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(h) Debris

ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(i) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(j) Protection of Building

protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(k) Daily Cleaning

clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,

(l) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,

(m) Costs of Cosmetic work

pay all costs associated with the cosmetic work.

4.3 After Cosmetic Work

4.3.1 You must:

(a) Maintenance of Cosmetic Work

properly maintain the cosmetic work and keep it in a state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,

(b) Repair Damage

repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,

(e) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Specification of Additional Cosmetic Work

6.1 To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

7. Decision of Owners Corporation not to Maintain Cosmetic Work

7.1 To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and

(b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

Special by-law no. 11 – Minor renovations

1. Introduction

1.1 This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

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

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**apartment**" means a lot in the strata scheme,
- (c) "**building**" means the building in the strata scheme in which your apartment is located,
- (d) "**common area**" means the common property in the strata scheme,
- (e) "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - (iv) changing recessed light fittings,
 - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (vi) installing or replacing wood or other hard floors,
 - (vii) installing or replacing wiring or cabling or power or access points,
 - (viii) installing or replacing pipes and ducts,
 - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
 - (x) installing a rainwater tank,
 - (xi) installing a clothesline,
 - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
 - (xiii) installing double or triple glazed windows,
 - (xiv) installing a heat pump or hot water service,
 - (xv) installing ceiling insulation,

but cannot include non-minor renovations,

(f) "**non-minor renovations**" means:

(i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(ii) work involving structural changes,

(iii) work that changes the external appearance of a lot, including the installation of an external access ramp,

(iv) work involving waterproofing,

(v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

(vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) "**strata scheme**" means the strata scheme to which this by-law applies, and

(h) "**you**" means an owner of an apartment and includes your successors in title.

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

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa.

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

3.1.1 You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 The Approval Process

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the minor renovations,
- (d) drawings, plans and specifications for the minor renovations,
- (e) an estimate of the duration and times of the minor renovations,
- (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

(b) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

- (a) licence,
- (b) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (c) workers compensation insurance policy (if required by law), and
- (d) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),

(c) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

(d) Acoustic Consultant's Report

if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(e) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

4.2 During the Minor Renovations

4.2.1 During the minor renovations you must:

(a) Standard of Workmanship

ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Minor Renovations

make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Minor Renovations

make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Minor Renovations

ensure that the minor renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Minor Renovations

ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Noise During Minor Renovations

ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(h) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(i) Debris

ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(j) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(k) Protection of Building

protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(l) Daily Cleaning

clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,

(m) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(n) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,

(o) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(p) Security

ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

(q) Variation to Minor Renovations

not vary the minor renovations without obtaining the written approval of the owners corporation or executive committee,

(r) Costs of Minor renovations

pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 After the Minor Renovations

4.3.1 After the minor renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the minor renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,

(c) Restore the Common Areas

restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,

(d) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(e) Acoustic Consultant's Report

if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

4.4 Enduring Obligations

4.4.1 You must:

(a) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. Bond

5.1 The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or

(b) cleaning any part of the common area as a result of the minor renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Approvals

7.1 The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

8.1 To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. Decision of Owners Corporation not to Maintain Minor Renovations

9.1 To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

Special by-law no. 12 – Major renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

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

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**apartment**" means a lot in the strata scheme,
- (c) "**annexure**" means the annexure to this by-law,

(d) "**building**" means the building in the strata scheme in which your apartment is located,

(e) "**common area**" means the common property in the strata scheme.

(f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(g) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:

(i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

(ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,

(iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,

(iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

(h) "**minor renovations**" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,

(i) "**strata scheme**" means the strata scheme to which this by-law applies, and

(j) "**you**" means an owner of an apartment and includes your successors in title.

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

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law.

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the major renovations,
- (d) drawings, plans and specifications for the major renovations,
- (e) an estimate of the duration and times of the major renovations,
- (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons.
- (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

(b) Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

4.2 During the Major Renovations

During the major renovations you must:

(a) Standard of Workmanship

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

ensure that the major renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times.

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Major Renovations

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Major Renovations

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

(s) Variation to Major renovations

not vary the major renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of Major renovations

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

4.3 After the Major Renovations

After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the major renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(f) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or

(b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by and dated attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being

“**Major Renovations By-Law**” means Special By-Law No. 12 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Special by-law no. 13 – Common property memorandum

The owners corporation hereby adopts the Common Property Memorandum prescribed by the Strata Schemes Management Regulation 2016 pursuant to section 107 of the Strata Schemes Management Act 2015. The Common Property Memorandum adopted is set out below or in the attached document.

Owners Corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	<ul style="list-style-type: none">(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)(d) security doors, other than those installed by an owner after registration of the strata plan(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(h) awnings within common property outside the cubic space of a balcony or courtyard(i) walls of planter boxes shown by a thick line on the strata plan(j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none">(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)(c) guttering(d) membranes
3. Electrical	<ul style="list-style-type: none">(a) air conditioning systems serving more than one lot(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(c) fuses and fuse board in meter room(d) intercom handset and wiring serving more than one lot(e) electrical wiring serving more than one lot(f) light fittings serving more than one lot(g) power point sockets serving more than one lot(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, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property(k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none">(a) original door lock or its subsequent replacement(b) entrance door to a lot including all door furniture and automatic closer(c) security doors, other than those installed by an owner after registration of the strata plan

<p>5. Floor</p>	<p>(a) original floorboards or parquetry flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
<p>6. General</p>	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 - refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
<p>7. Parking / Garage</p>	<p>(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</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
<p>8. Plumbing</p>	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p> <p>(d) storm water and on-site detention systems below ground</p>
<p>9. Windows</p>	<p>(a) windows in common property walls, including window furniture, sash cord and window seal</p> <p>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</p> <p>(c) original lock or other lock if subsequently replacement by the owners corporation</p>

Lot owner responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<p>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</p>
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	(b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(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 (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	(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 (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	(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
9. Windows	(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

Special by-law no. 14 – Proxies

1. Introduction

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

2. Definitions & Interpretation

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

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**earliest proxy appointment forms**" means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
- (c) "**meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (d) "**Regulations**" means the *Strata Schemes Management Regulation 2016*,
- (e) "**person**" means the person referred to in clause 3.1 of this by-law,
- (f) "**proxy**" means a duly appointed proxy for the purposes of the Act,
- (g) "**proxy appointment form**" means an instrument appointing a proxy in the form prescribed by the Regulations,
- (h) "**proxy election**" means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
- (i) "**proxy giver**" means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
- (j) "**proxy threshold**" means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
 - (A) if the strata scheme has 20 lots or less, one,
 - (B) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
- (k) "**strata scheme**" means the strata scheme to which this by-law applies, and

(l) **"surplus of proxies"** means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:

(A) exceeds the proxy threshold for that person, or

(B) results in the proxy threshold being exceeded by that person,

(m) **"you"** means the owner of a lot in the strata scheme.

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

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,

(f) the provisions of this by-law operate to the extent permitted by law and this by-law only applies to a person who is a proxy and the chairperson if and to the extent that they are bound to comply with the bylaws for the strata scheme, and

(g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Rules Where Proxy Threshold Exceeded

3.1 If a person has been given a surplus of proxies the person must make a proxy election.

3.2 A proxy election must be communicated by that person to the secretary of the owners corporation:

(a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or

(b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

3.4 If that person does not make a proxy election within the time stipulated by clause 3.2 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.5 A proxy election by that person or the chairperson must:

(a) give priority to the earliest proxy appointment forms; and

(b) result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.

3.6 Despite clause 3.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.

3.7 You must take all reasonable steps to ensure that a person you appoint as proxy and the chairperson comply with this by-law.

Special by-law no. 15 – Major renovations and building works (lot 65)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

‘**Email**’ means the email from Brunella Pagano dated 24/10/2019 – 10.16pm attached to this by-law.

“**Lot**” means Lot 65 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings Giles Tribe – Project No: 19150 dated 23/10/2019 and The Blind Factory dated 08/10/2019 attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described in the email from Brunella Pagano dated 24/10/2019 – 10.16pm or shown in the Plans prepared by The Blind Factory dated 7 October 2019;

“**Major Renovations By-Law**” means Special By-Law No. 12 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations strictly in accordance with the Email & Plans;

(b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Email & Plans; and

(c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Charles Sammut

From: Brunella Pagano [REDACTED]
Sent: Thursday, 24 October 2019 10:16 PM
To: Charlie Sammut
Cc: Concetto Pagano; npagano@[REDACTED]
Subject: Re: Strata Plan 77399 - Lot 65 - RE: EXT - Re: All communication regarding renovations of 86/5 Spyglass
Attachments: Hyoung Hee Jang Wall and Floor Tiler for PAGANO.PNG; Liability Insurance for Tile and Stone Corp Pty Ltd.PNG; Apt 86 Spyglass Hill_design review_FINAL for PAGANO.pdf; Flexible Cement Based Tile Adhesive.PNG; Tile adhesive features checklist.PNG; Waterproofing Membrane details.PNG

Dear Charlie,

Thank you for your response to my queries regarding the other renovations. I have discussed them with Con and we would like to please seek approval at the next AGM in November for the following MAJOR renovations to be considered so that we may complete the apartment renovations by Christmas 2019:

1. **Bathrooms (ensuite and main bathroom)**

Main bathroom

- tile over the top of the existing floor tiles
- Change shower screen, towel rails, toilet roll, mirror
- Replace existing toilet with new one

Ensuite

- tile over the top of the existing floor tiles
- tile over the existing wall tiles
- change shower screen, towel rails, toilet roll, mirror
- Replace existing toilet with new one
- Remove old bath and replace with a stand-alone bathtub (we understand that we will probably need to tile underneath the bath and tile around the bath. We are waiting for specifications on this – weight, dimension, and water capacity)

The tiler's name is: Hyoung Hee Jang (licence & liability insurance attached)

Licence Number:246743C (exp 3/4/2021)

Liability insurance: GIO Policy # GPM 004945377

Specifications:

- DAVCO SMP Evo Flexible Cement Based Tile Adhesive (specifically designed for premium stone, marble and porcelain tiles – further details attached).
- DAVCO K10+ Class 3 Waterproofing Membrane (suitable as an anti-fracture membrane further details attached)
- Bath tub – we are waiting on specifications for this in terms of weight, dimensions and water capacity.

Plumber's details: (from Waratah Kitchens sent to you by Jeff)

2. **Laundry**

- Tile over existing floor tiles (tiler's name and details above)

- Include **new laundry wall cabinets** (drawings already submitted by Jeff from Waratah Kitchens – licence numbers for carpenter and plumber have been forwarded to you Charlie for the kitchen).

Installer's details: Carpenter and plumber already included in kitchen paperwork (Waratah Kitchens)

3. Installation of shutters on balcony

- Con has been in communication with **Francisca Tjahja from Giles Tribe Architects** and sent him all the relevant documentation to remove existing external shutter on the wet balcony and replace it with three 900mm sliding shutter panels on the West side of the balcony and install one 900mm sliding shutter panel on the North side of the balcony.
- The Giles Tribe Architect Final Report (see attached) has been received and concludes that the proposal for the shutters on the balcony are consistent with the Architectural and Landscape Standard for Spyglass Hill SP 77399 and the Breakfast Point Master Community. We would like to proceed with this ASAP in order to reduce the heat penetration from the western sun in the afternoon in time for this summer. This will benefit Con greatly as he has suffered multiple back operations and has sustained a life-long infection in his back from surgery, which is exacerbated by the heat.

Thank you kindly for all your assistance,

Brunella Pagano

On Mon, Oct 21, 2019 at 2:17 PM Charlie Sammut <Charlie.Sammut> wrote:

Hi Brunella / Nick,

I refer to the additional renovation items which you are seeking approval for detailed in the email below:

1. Refresh bathrooms (ensuite and main bathroom) and laundry by retiling the floors over the current floors (we have decided against a new bathtub at this stage). This will not involve cracking or removing the current floor tiles and will not disturb the waterproofing. These works are deemed to be major renovation given that the proposed works involve fixing tiles to the existing tiling which are affixed to a waterproof membrane. Such works require the Owners Corporation's consent at a general meeting and requires the making of a by-law as detailed in item 3.2.4 of Special By-Law 12. Refer to the attached email dated 14/10/2019 which outlines the charges applicable to an application for major renovations.
2. Replace both toilets with new ones. This item will be included in item 1.
3. Extending wardrobe in master bedroom both in height and length. Extending the height requires the removal of gyprock above current sliding wardrobe doors to allow for storage to be used to the maximum height of the inside of the wardrobe. Extending the length of the wardrobe requires the two small walls at the end of the wardrobe, which are not load-bearing, to be removed and built out by approx. 50cm and replaced with gyprock. In accordance with Special By-Law 10, the replacement of built in robes (BIR) are deemed to be cosmetic works which do not require consent from the Owners Corporation, however the conditions detailed in Special By-Law 10 apply. However, given that you are seeking to extend the length of the BIR by removing walls, the works are deemed to be minor renovations which do require approval from the Owners Corporation.

4. Laundry cabinets to be installed for storage purposes. The installation of laundry cabinets are deemed to be minor renovations which requires approval from the Owners Corporation.

5. Refitting current wardrobes in bedrooms 2 and 3 with extra storage (double hanging and drawers). In accordance with Special By-Law 10, the replacement of built in robes (BIR) are deemed to be cosmetic works which do not require consent from the Owners Corporation, however the conditions detailed in Special By-Law 10 apply.

Please reconfirm which of the above mentioned renovation you wish to proceed with.

Please note that should you wish to obtain approval for a major renovation then the application will need to be submitted by no later than Wednesday, 30/10/2019.

Regards

Charlie Sammut

Strata Manager



Level 2, 51 Rawson Street, Epping, NSW, 2121

Locked Bag 22, Haymarket NSW 1238

T: (02) 9868 2999

Charlie.Sammut@bcsgroup.com.au

<https://clicktime.symantec.com/3SIXzpKpRSCgx7jhvJIE23I7Vc?u=www.bcsm.com.au>

Enhancing Community Living

 Who is Community ?

Click here to find out more
about the services we provide
through 'Community'.



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From: Brunella Pagano [REDACTED]
Sent: Monday, 21 October 2019 9:17 AM
To: Charlie Sammut <Charlie.Sammut [REDACTED]>
Subject: EXT - Re: All communication regarding renovations of 86/5 Spyglass

Dear Charlie,

Firstly, I would like to introduce myself to you and to request that all correspondence regarding the renovation, policies and procedures that need to be made regarding this property, you please liaise with me. My name is Brunella Pagano and I am Con's wife from 86/5 Woodlands Ave, Breakfast Point. My contact details are: E: [REDACTED] and M: [REDACTED]

Secondly, I would like to thank you for your assistance regarding the renovations for this property. You have been most helpful and Con is very appreciative.

The purpose of this email is to request your help again to complete other renovations that Con forgot to include in his paper meeting request to Mr Van Dam. At present, the approval made was for the following only:

- new vanities to both bathrooms,
- new kitchen cabinets and
- new floors throughout apartment, which have been approved with acoustic reporting.

Unfortunately, Con has upset Mr Van Dam recently because he requested to add on to the above approvals. My husband, as you may or may not be aware, is on a lot of medication after 9 back surgeries in the last 6 years and he is feeling overwhelmed and distressed by the amount of paperwork involved in enabling these renovations to be made. As a result of his confusion, he forgot to include the following:

1. Refresh bathrooms (ensuite and main bathroom) and laundry by **retiling the floors over the current floors** (we have decided against a new bathtub at this stage). This will not involve cracking or removing the current floor tiles and will not disturb the waterproofing.
2. **Replace both toilets with new ones.**
3. **Extending wardrobe in master bedroom both in height and length.** Extending the height requires the removal of gyprock above current sliding wardrobe doors to allow for storage to be used to the maximum height of the inside of the wardrobe. Extending the length of the wardrobe requires the two small walls at the end of the wardrobe, which are not load-bearing, to be removed and built out by approx. 50cm and replaced with gyprock.
4. **Laundry cabinets to be installed for storage purposes.**
5. **Refitting current wardrobes in bedrooms 2 and 3 with extra storage (double hanging and drawers).**

As you can appreciate, these renovations too need to be approved as the vanities, toilets and laundry cupboards will obviously sit on the newly tiled floors. These renovations were always intended to be made and were outlined to you in Con's initial email to you – which I helped him draft.

These are the questions I would like to put to you, Charlie to kindly answer:

1. Can you please give me assistance on how to action approval for these renovations (1 – 5) which will take place during the same time period as the kitchen and flooring renovations to avoid disruptions in the building? I we need to pay for another paper meetng, then we are OK with that.

2. Is the extension of the end wall of the master bedroom wardrobe considered too major a renovation requiring too long a time period to be approved (as in not until next year)?

If so, please note that we will consider simply reconfiguring the internal space of the current master wardrobe to maximise storage (as will be the case of the wardrobes in Beds 2 and 3).

3. Do I need to submit drawings of laundry, Master Bedroom wardrobe, Wardrobes in Beds 2 and 3?

Please email me your response to these questions at your earliest convenience. Alternatively, I am happy to talk to you by phone if necessary but I am only contactable before 8am or after 4pm Monday to Friday on 04 [REDACTED]

Thank you kindly for all your assistance.

Regards,

Brunella Pagano



Applicant (s)	Concetto & Brunella Pagano	Project No.	19150
Property address	86/ 5 Woodlands Avenue Breakfast Point NSW 2137	Date	23 October 2019
Phone	[REDACTED]	Issue	FINAL
Email	[REDACTED]	No. of pages	2

DESIGN REVIEW FOR THE INSTALLATION OF LOUVRE SHUTTERS IN APARTMENT 86 'SPYGLASS HILL'

Background of Proposal

The application is for the removal of 1 existing sliding aluminium shutter and the installation of 3 sliding louvre shutters on single track to the west balcony opening and 1 louvre shutters on single track to the north balcony opening.

This assessment is undertaken to ensure that the installation complies with the Architectural & Landscape Standards of the Master Community as required in the Community Management Statement of Breakfast Point (DP270347).

Review of Proposal

The following documents are relevant to this application and were reviewed in preparing our recommendation;

- Architectural & Landscape Standards of the Breakfast Point Master Community (all lots within DP270347)
- Community management Statement for Breakfast Point
- Architectural & Landscape Standards for Development Lot 59 – Spyglass Hill SP 77399
- Application for Work form dated 22.10.2019
- Sketch of the balcony showing dimension of balcony openings.
- Letter from the supplier i.e. Blind Factory dated 8 October 2019 describing the proposed works.
- Photographs of the balcony from the apartment and from street level.
- Emails & clarifications from the applicant.

Based on the above, we note the following;

- The Architectural & Landscape Standards as referred to in the CMS of Master Community (Cl. 3.11) requires external blinds and shading devices to be fully integrated into the design.
- The Architectural & Landscape Standards for Spyglass Hill (Cl. 3.10) requires external shading devices, including shutters, blinds, pergolas, retractable awnings, to be consistent in every respect with those on the original building and white in colour.
- By-Law 97 of the Amended Community Management Statement states that the Executive Committee of the Community Association will consider the installation of shutters, blinds or any other cover, covering up to 50% of balcony.
- The balcony is located on level 8, on the north west corner of the building.

Level 8, 263 Clarence Street Sydney NSW 2000 PO Box 0291 QVB 1230 Australia P [61 2] 9264 5005 F [61 2] 9264 9908 E gta@gilestribe.com.au W gilestribe.com.au
Nominated Architects: Mark G Broadley (5823) Stuart D Hill (6549) Michael A Vega (8004) Giles Tribe Pty Ltd ABN 50 001 259 507

FILE REF: c:\users\francisca\documents\workingfiles\unionsquare.gilestribe.com.au\apt 86 spyglass hill_design review_final.doc



- The sliding shutters are proposed to improve amenity for its residents i.e. by reducing heat penetration and glare from the afternoon sun.
- The north and west balcony openings combined is approximately 7 m wide.
- The proposal is to remove the existing sliding shutter on the wet balcony opening and install 3 (three) 900mm sliding shutter panels to the west side of the balcony and 1 (one) 900mm sliding shutter panel to the north side of the balcony.
- The proposed work will bring the total enclosure to approximately 3.6m wide, which is 51% of the total balcony opening.
- Each shutter panel will come with a mid-rail at 1190mm high, with blades in closed fixed position underneath.
- The proposed louvre shutters are to match the finish and blade size of the existing sliding shutters.

Conclusion

We believe the proposal is consistent with the Architectural & Landscape Standards for Spyglass Hill SP 77399 and the Breakfast Point Master Community.

The maximum coverage of the balcony as a result of this application will be up to 51%, which is marginally over the 50% limit for balcony enclosure. However, we consider that this is acceptable as all the panels are of the same dimension and the difference can't be noticed from the common property.

We advise that the proposed work is to be installed as follows:

- All fixings must be Grade 316 Stainless Steel. When fixing to concrete or masonry, chemical anchors must be used, do not use expansion type Anchor.

Note: The Owner should further establish whether the proposed work requires consent from City of Canada Bay Council.

GILES TRIBE ARCHITECTS

Per

Francisca Tjahja
Associate Director - Urban Design

Giles Tribe Architects
Level 8, 263 Clarence Street SYDNEY 2000
P. (02) 9264 5005
F. (02) 9264 9908
E. francisca.tjahja@gilestribe.com.au

From: Donna Reynolds
donna@theblindfactory.com.au
Subject: FW: Aluminum Shutter Factory Dwg -
PAGANO Inv: 223390
Date: 8 Oct 2019 at 12:55:32 pm
To: [REDACTED]
Cc: Moses Zeitouni
Moses@theblindfactory.com.au

Hi Con,

Please find attached a letter regarding the specifications shown on the factory drawings for Aluminum shutters.

Kind regards,
Donna



From: Donna Reynolds
Sent: Monday, 7 October 2019 1:50 PM
To: [REDACTED]
Cc: Moses Zeitouni <Moses@theblindfactory.com.au>
Subject: Aluminum Shutter Factory Dwg - PAGANO Inv: 223390

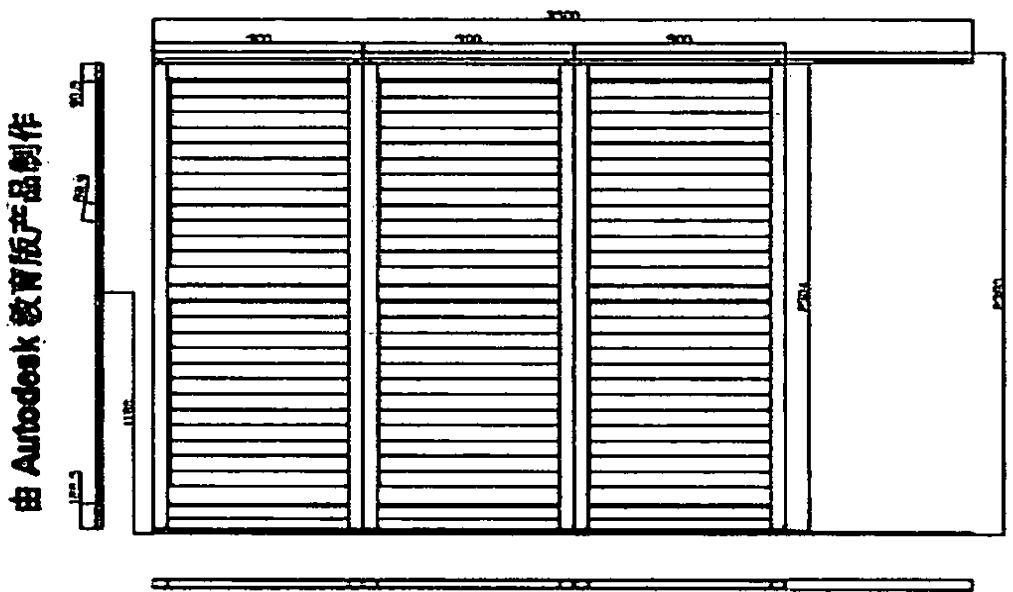
Hi Con,

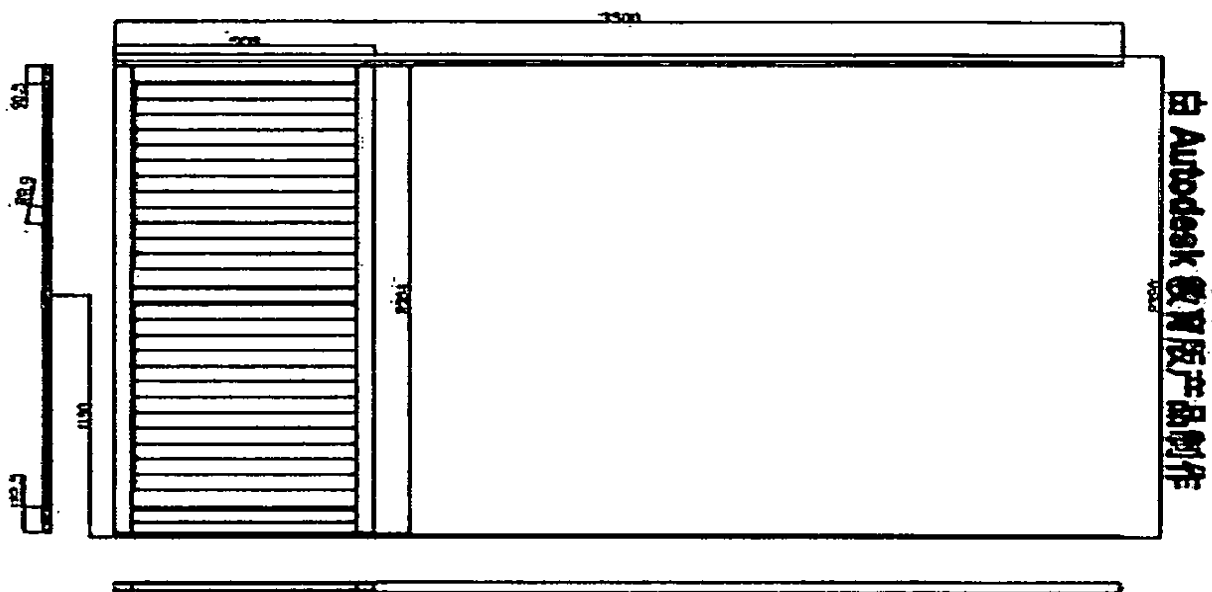
Please find attached our factory drawing of Sliding Aluminium Shutters to suit 2 openings - 3500mm wide x 2380mm drop each.

If you have any further queries please do not hesitate to contact me.

Kind regards,
Donna

Donna Reynolds





Special by-law no. 16 – Hedges in private courtyards

Any hedge growing within the boundary of a private courtyard or balcony attached to an individual lot within SP77399 must be maintained in a neat and tidy manner, and maintained at a uniform height no greater than 1.9 meters as measured from the ground level of the courtyard to the top of the hedge.

Special by-law no. 17 – Electric vehicles

The charging of electric vehicles of any description (including electric or hybrid cars, golf- buggies or water craft) is prohibited within any of the basement areas of SP77399, including in car spaces assigned to an individual lot fitted with a power outlet, unless that power outlet is connected so as to charge the electricity account of the lot owner.

Special by-law no. 18 – Conditions for replacing air conditioning under by-law 27

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Part 6 of the Act.

1.2 The purpose of this by-law is to prescribe the conditions for the carrying out of the Works by an Owner.

1.3 The rights conferred by this by-law shall enure for the benefit of the Owner.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

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

(a) **Act** means the *Strata Schemes Management Act 2015*.

(b) **Air Conditioning Components** has the same meaning as in clause 1.1 of By-law 1 (Definitions and Interpretation).

(c) **Bond** means the amount of \$700.00 or such other amount as is determined by the strata committee to be payable by the Owner to the Owners Corporation in relation to the Works. The strata committee shall notify the Owner as to the amount payable by the Owner to the Owners Corporation prior to the Owner commencing the Works. The Bond may be in the form of a bank guarantee.

(d) **Works** means the replacement and/or renewal of Air Conditioning Components servicing an Owner's Lot which are the subject of By-law 27 (Air conditioning).

Interpretation

2.2 In addition to the definitions in clause 2.1 of this by-law, the definitions in clause 1.1 of By-law 1 (Definitions and Interpretation) apply to this by-law.

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

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

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act;

(d) a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;

(e) references to legislation include references to amending and replacing legislation;

(f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;

(g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and

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

PART 3

CARRYING OUT THE WORKS

3.1 Where an Owner wishes to carry out the Works, the Owner must comply with the conditions set out in Part 4 of this by-law.

PART 4

CONDITIONS FOR THE WORKS

Before commencement

4.1 Before commencing the Works:

(a) the Owner must submit the following to the strata committee for the strata committee's approval:

(i) all of the information required under clause 3.2 of Special By-law 11 (Minor renovations);

(ii) the licence and insurance information required under clause 4.1.1(b) of Special By-law 11;

(iii) the proposed make, model and technical specifications for the new Air Conditioning Components forming part of the Works which, along with the drawings, plans and specifications provided for the Works, must confirm that the Works will result in a like for like replacement of the Air Conditioning Components, including but without limitation in relation to size, location and number to be installed as part of the Works;

(b) if requested by the strata committee, the Owner must obtain and provide to the strata committee a certificate or a report from a licensed electrician verifying that, once installed, the new Air Conditioning Components forming part of the Works will not draw any additional power to that of the previous Air Conditioning Components, or cause any additional loading on the common property switchboard;

(c) the Owner must pay the Bond to the Owners Corporation.

4.2 If the Works will not result in a like for like replacement of the Air Conditioning Components and there is any deviation in the size, location or number of the Air Conditioning Components to be installed as part of the Works then the Works must be approved in accordance with and the Owner must comply with Special By-law 12 (Major renovations).

4.3 The Owner must at all times:

(a) comply with any other condition imposed under Special By-law 11 or by the strata committee, acting reasonably, in respect of the Works;

(b) where applicable, comply with the Community Management Statement, obtain any approval for the Works from the Community Association and comply with any conditions imposed by the Community Association in respect of the Works.

Performance of the Works

4.4 The Owner must at all times comply with By-law 27, Special By-law 11 and any other conditions imposed by the strata committee or the Community Association (where applicable) when carrying out the Works.

Completion of the Works

4.5 Upon completion of the Works, the Owner must, without unreasonable delay:

(a) comply with Special By-law 11;

(b) if requested by the strata committee, obtain and provide to the strata committee a certificate or a report from the licensed contractor who carried out the Works verifying that the Works have been installed in full compliance with the conditions of this by-law including in accordance with all drawings, plans and specifications approved under this by-law.

4.6 Clause 5 of Special By-law 11 applies to this by-law in respect of the Works and the application of the Bond and, if applicable, its return to the Owner.

4.7 Clause 6 of Special By-law 11 applies to this by-law in respect of a breach of this by-law.

Special by-law no. 19 – Major renovations & building works (lot 36)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot 36 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by Wynstan Quote Number 3001599 dated 30/3/2020 and Giles Tribe Project Number 20034 dated 03/04/2020 attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being installation of shutters to the balcony

"**Major Renovations By-Law**" means Special By-Law No. 12 - Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

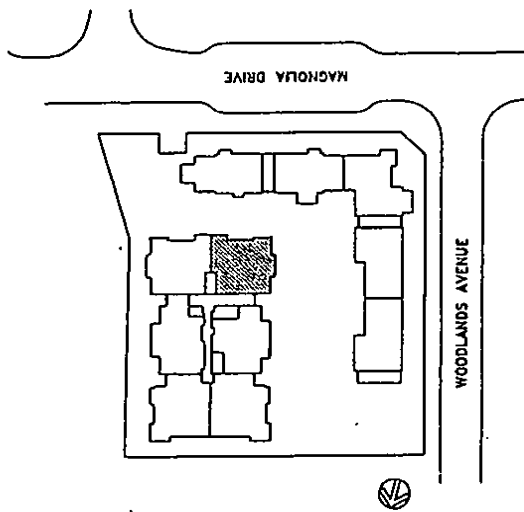
4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

SPYGLASS HILL

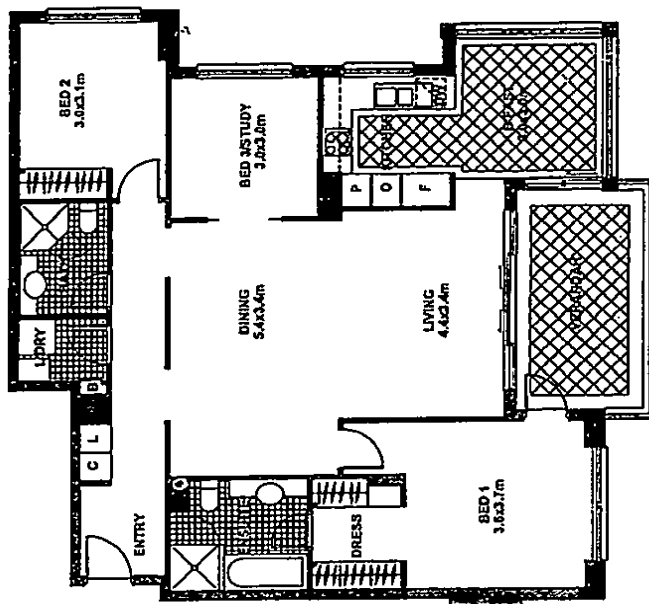
Apartment No. 40
5 Woodlands Avenue
Lot No. 36



FLOOR AREA 119 sqm
VERANDAH AREA 14 sqm

A scale bar with markings at 0, 1, 2, 3, 4, and 5 meters.

04.06.97
GILES TRIBE ARCHITECTS



This draft floor plan is intended to serve only as a guide. For a number of reasons there may be changes to the dimensions and layout of the apartment before completion of its construction.

Special by-law no. 20 – Major renovations & building works (lot 59)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"Lot" means Lot 59 in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by Autolift in the document titled Proposed Garage Door and Garage Cage and Wynstan in the document titled Installation of 4 New Aluminium Bi-fold Shutters attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being installation of shutters to the balcony and installation of a garage cage & door.

"Major Renovations By-Law" means Special By-Law No. 12 - Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Graeme Mortimer
41 Epping Ave Eastwood NSW 2122
Graenev@gmail.com
0408670026

Proposed Garage Door and Garage cage

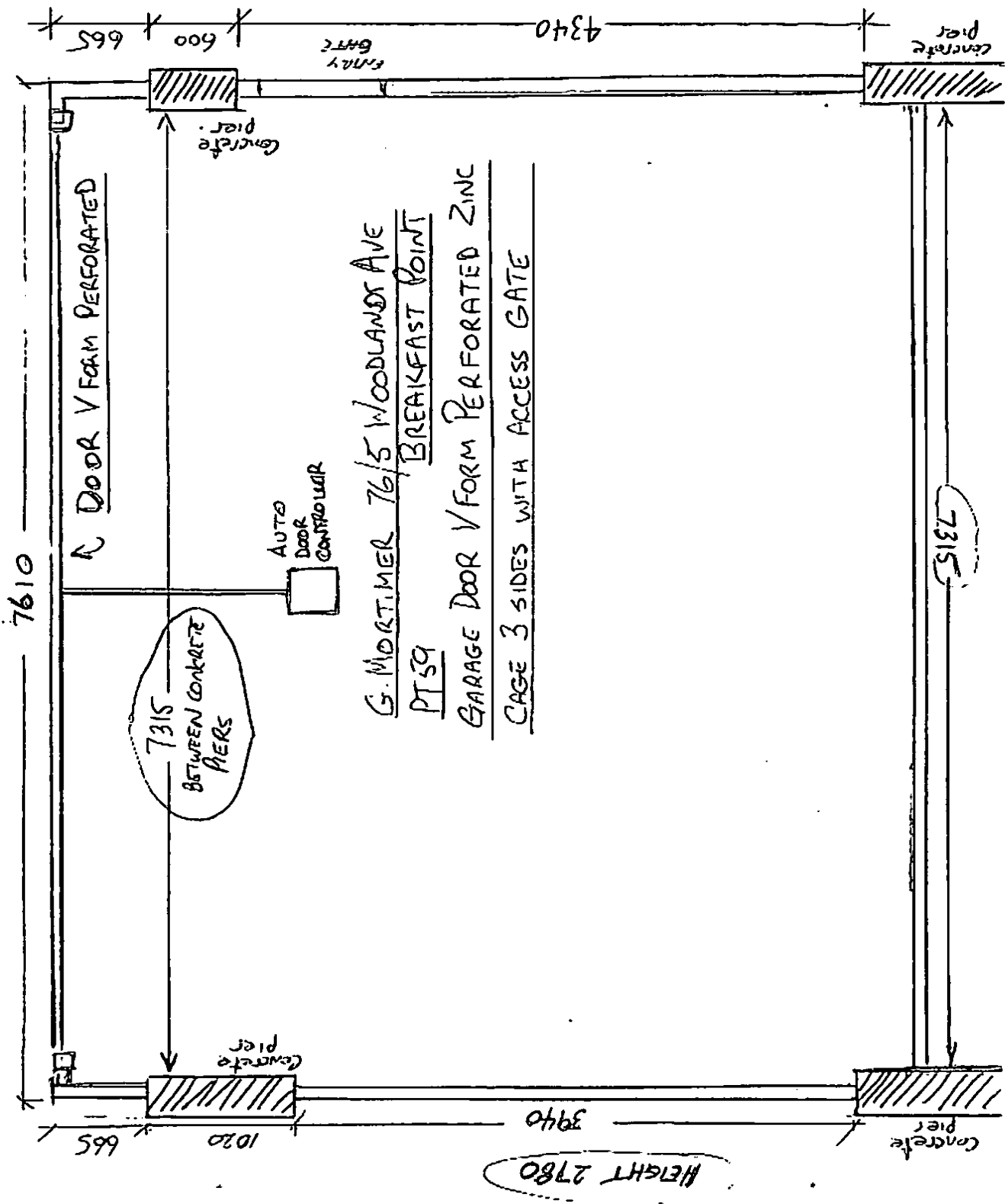
76/5 Woodlands Ave Breakfast Point NSW 2137 PT59

Autolift : Scott Trehwella 9534 0444 12 Larkin St Riverwood NSW 2210

As per drawings and photos I propose that AUTOLIFT supply and install a garage door and cage as per the following details:

- V-Form perforated zinc garage door frame 7610mm wide * 665mm returns * 2780mm high with a 6300mm wide door having a **minimum up** clearance of 2200mm. Automatic overhead door opener with controllers and receiver to match existing. (see sample ATA PTX5)
- One cage frame 3940mm wide * 2780mm high V-Form perforated zinc
- One cage frame 7315mm wide * 2780mm high V-Form perforated zinc
- One cage frame 4340mm wide * 2780mm high complete with lockable access gate at one end 2100mm high * 900mm wide V-Form perforated zinc (either 3 way bolt lock or door locks top and bottom)

The three cage frames above will be manufactured in 25*25 galvanised rhs and clad with V-Form perforated zinc.



Sheet No. 6 of 19 Sheets

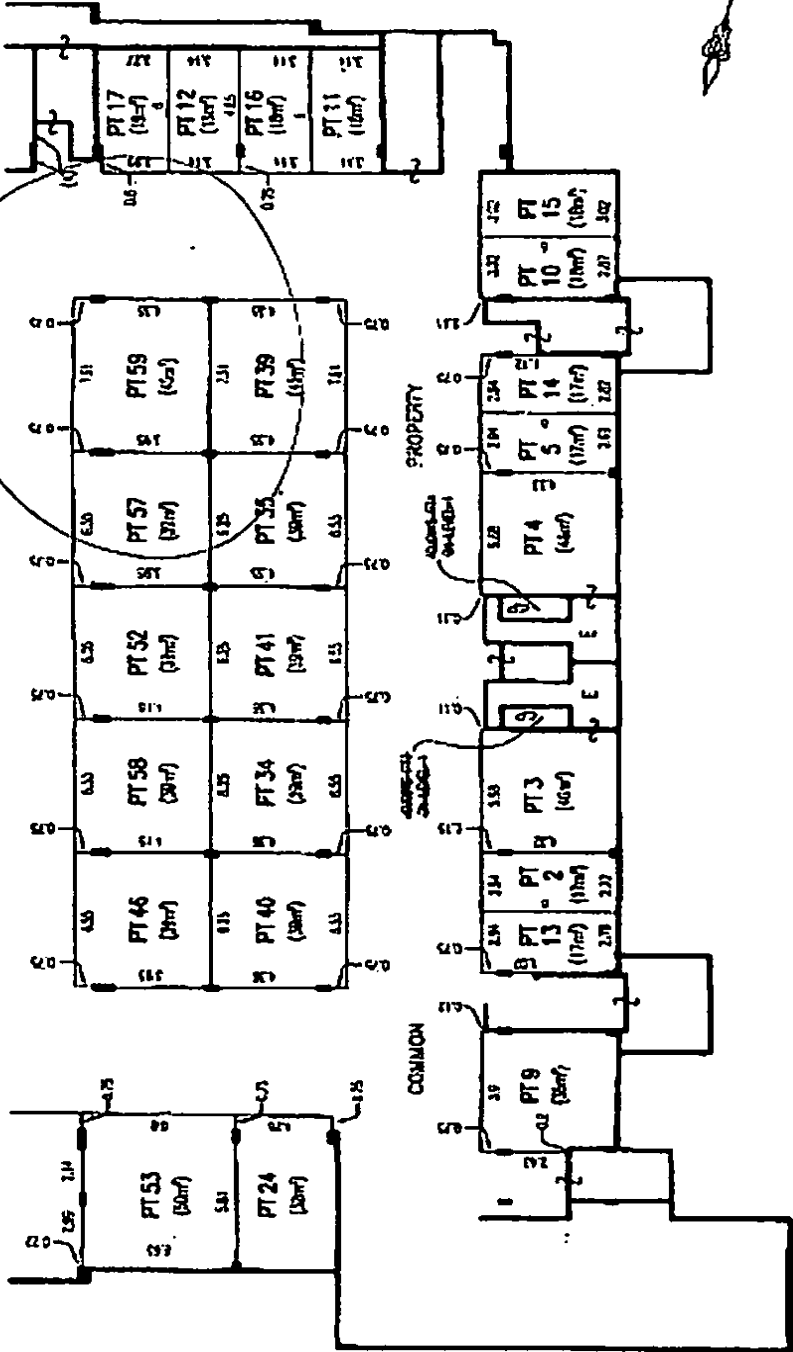
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

SP77399

BASEMENT LEVEL 1

SHEET 5 ADJOINS



ALL CONDENSING CONDENSOR UNITS WHICH ARE LOCATED WITHIN THE
 CARSPACE OF THE LOT THEY SERVICE FORM PART OF THAT LOT AND
 ARE NOT COMMON PROPERTY
 ALL OTHER AIR CONDITIONING CONDENSOR UNITS AND ALL PIPES,
 CONDENSERS & SERVICE WIRES LEADING TO & FROM ALL THE UNITS, ARE
 COMMON PROPERTY

C - DENOTES ENTRY

UNLESS OTHERWISE DEFINED, DIMENSIONED
 BOUNDARIES ARE TO THE CENTRE OR
 CORNER (AS SHOWN) OF THE FACES OF
 THE COLUMNS OR WALLS, TO THE INTERNAL
 FACE OF ENCLOSING WALLS OR FOLDING
 AND ON THE PROLONGATION OF THE
 CENTRE LINE OR FACE OF COLUMNS AND
 WALLS (AS SHOWN).

FOR CLARITY NOT ALL COMMON
 PROPERTY, DUCTS AND COLUMNS
 ARE SHOWN

Reduction Ratio 1 : 200 (A3)

Lengths are in metres

[Signature]
 Architect

STRATA PLAN FORM 2 : 04/09 SJ DSF

WARNING : All copy supplied by LRS now for conveying purposes only.
 Box:120 /Mag:8191606 /Proc:SP 007399 2 /Rev:15-Jul-2006 /Exec:OX /Ref:126-Jul-2006 13:59 /Pg:ALL /Seq:90 of 19
 \Users\STROON\WORK\010\13_S_P\PROJECT-REV\A0281644-1.dwg

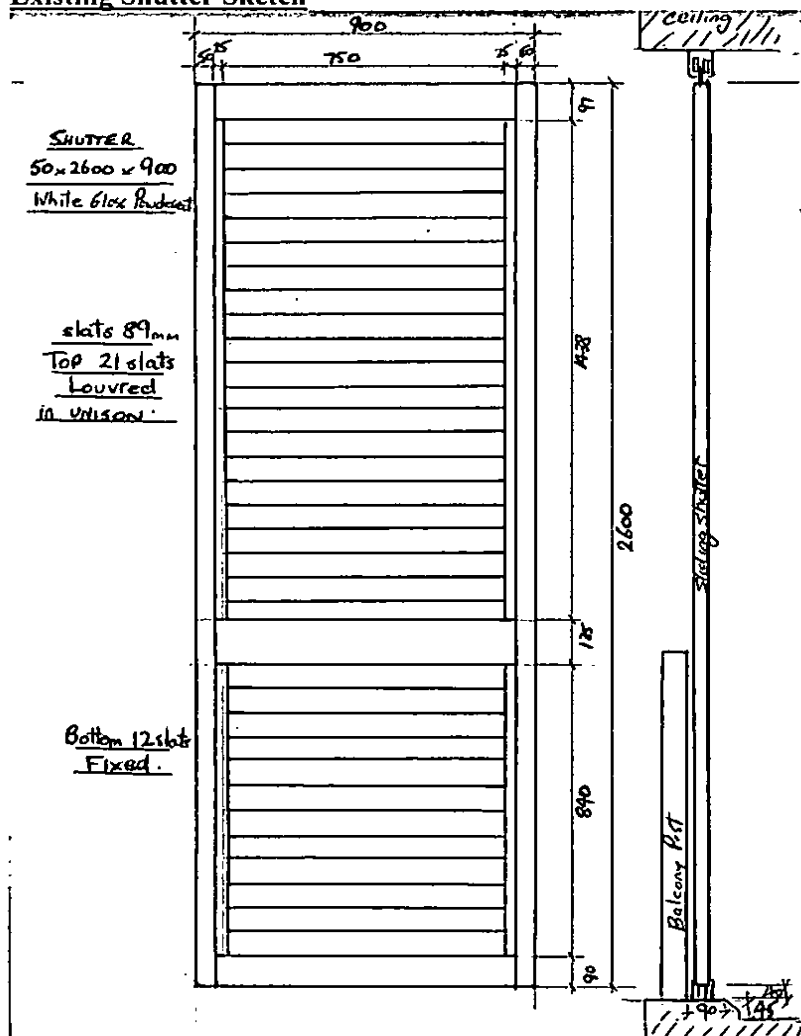
Graeme Mortimer
41 Epping Ave
Eastwood NSW 2122
graenev@gmail.com
0408670026

76/5 Woodlands Ave Breakfast Point.
Installation of 4 New Aluminium Bi-fold Shutters

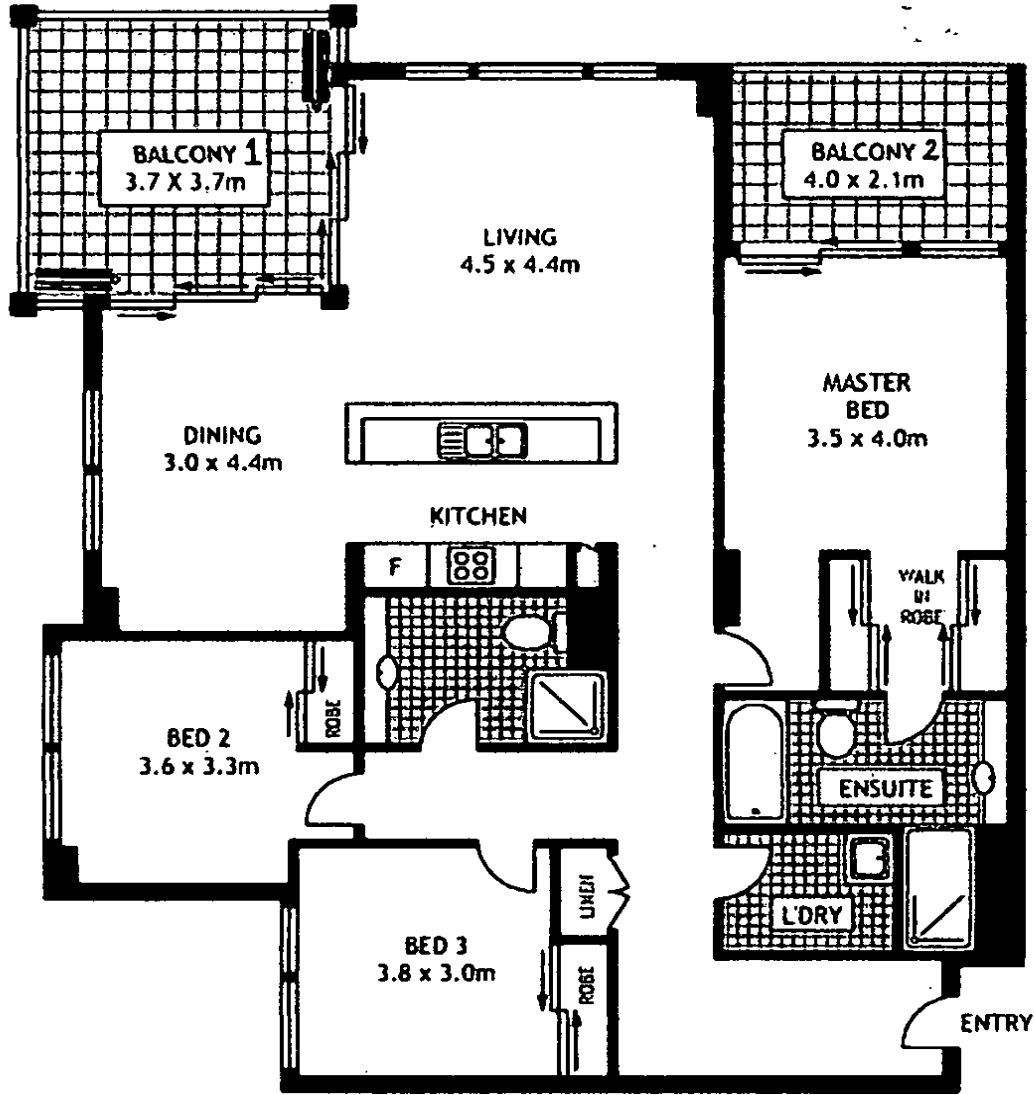
In general business at the upcoming Extraordinary General Meeting I would like the Owners Corporation to consider and approve the installation of four (4) Aluminium Shutters identical to the existing shutter for BALCONY 1. Two bifold shutters on North Balcony and two bifold shutters on West Balcony. Supporting this application are photos and drawings, a quote from Wynstan with a Y!!!, complete with insurance policies and a recommendation by Giles Tribe.

For approval by strata SP 77399 the installation of aluminium louvre shutters must be in accordance with the Architectural and Landscape guidelines of Breakfast Point. Approval will be provided on the provision all fixings must be grade 316 stainless steel. When fixing to concrete or masonry, chemical anchorage must be used. Furthermore, the blade and shutter size is to match the existing shutters and the blades underneath the handrail level are to be permanently in closed fixed position.

Existing Shutter Sketch



2 * 0.9m Closed Bifold Shutters on North Balcony 1 and 2 * 0.9m Closed Shutters on West Balcony 1. Track 3.49m between columns.



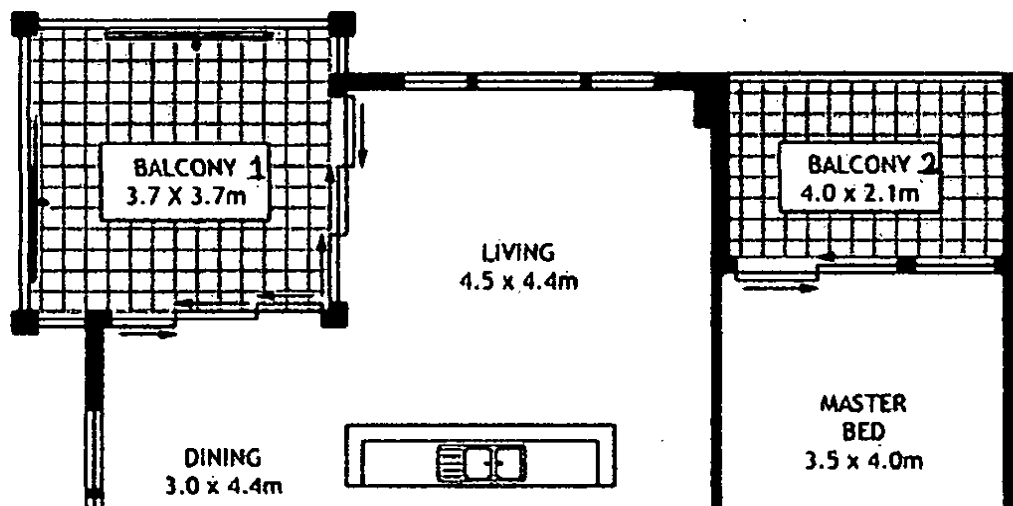
SEVENTH FLOOR



76/5 WOODLANDS AVENUE

SCAPE Floor Planning Disclaimer: This floor plan is conceptual only. It is provided for illustrative purposes only and should not be relied upon. We make no guarantees to the correctness of this plan. All interested parties should make and rely on their own enquiries in determining the accuracy of this plan.

2 * 0.9m Open Bifold Shutters on North Balcony 1 and 2 * 0.9m Open Shutters on West Balcony 1. Track 3.49m between columns.



graenev@gmail.com



CONCORD
2 BURWOOD RD
CONCORD 2137

QUOTE No
W 30016052

Date: Consultant: **S-EC**
 Name: **GRAEME MORTIMER**
 Address: **76/5 WOODLANDS AVE BREAKFAST POINT 2137**
 Phone: Mobile: **0408670026**
 Source: **Recommended** Type of Work: **SD, 4**

- NSW:
- Baulkham Hills 9688 5622
 - Brookvale 8105 4520
 - Concord 9537 8730
 - Drummoyne 9719 4335
 - Engadine 8508 9218
 - East Gosford 4336 5724
 - Five Dock 8757 1517
 - Hornsby 9457 5918
 - Kensington 9683 6913
 - Kogarah Bay 9604 2129
 - Kotara 4087 7128
 - Liverpool 8777 5410
 - Mosman 8251 2227
 - Narraban 4632 9925
 - Riverwood 9574 7119
 - Rooty Hill 8805 8811
 - Unanderra 4224 3515
 - Wiloughby 8966 6828
- VIC:
- Airport West 8312 8331
 - Blackburn 8877 4338
 - Dandenong 8903 5134
 - Elsternwick 9523 4237
 - Heidelberg 9458 8833
 - Hoppers Crossing 9749 9739
 - Toorak 8825 8132

SPECIAL INSTRUCTIONS	SPECIAL COMMENTS
<input type="checkbox"/> STEEL <input type="checkbox"/> STAIRWELL <input type="checkbox"/> BRICK <input type="checkbox"/> WOOD <input type="checkbox"/> GYPROCK <input type="checkbox"/> ALUMINIUM <input type="checkbox"/> LADDER <input type="checkbox"/> 1.2 M <input type="checkbox"/> 2.4 M <input type="checkbox"/> 4.0 M	

DESCRIPTION - SUPPLY AND INSTALL	COST
Interest Free Finance Now Available	
2 PLANTATION SHUTTERS - ALUMINIUM WHITE BIFOLD - (4 PANELS)	
X FIXINGS TO BE IN GRADE 316 STAINLESS STEEL.	
* CHEMICAL BONDANT TO CONCRETE OR MASONRY.	\$9480
FAMILY + FRIENDS DISCOUNT	\$1890
	\$7590
<input type="checkbox"/> I will remove any existing products prior to my installation date (e.g. existing blinds, doors) <input type="checkbox"/> I would like Wynstan to remove any existing products (e.g. existing blinds, doors) <input type="checkbox"/> I would like Wynstan to remove and dispose of any existing products (e.g. existing blinds, doors)	REMOVAL FEE inc GST \$
Wynstan is not responsible for organising electrical work and any associated costs	TOTAL inc GST \$
Forms of payment - Cash & Cheques: All cheques payable to Wynstan Designs Pty Ltd. Visa, Mastercard & American Express - Fee's apply and subject to change without notice. EFT DETAILS - Account Number: 555 068 809 - BSB: 332 082 If paying by EFT, please state your quote number as the reference for your payment.	50% DEPOSIT \$
	BALANCE \$

I hereby accept the quotation and agree to the Terms and Conditions of Sale and Installation on the reverse of this form. I understand and agree that this order cannot be cancelled or modified. If I do cancel my order I agree that my deposit will not be refunded. Payment terms are 50% deposit with balance paid upon installation of goods.
 All finance approved orders will be settled in full at the time of ordering. No goods will be left on site until the balance is received. This quotation is valid 30 Days unless otherwise written. Internal corded window coverings must have a cleat or tension device installed. All devices will be mounted on the face of the structure.

SIGNATURE: DATE:

Wynstan Designs Pty Ltd trading as Wynstan • ABN 94 120 486 060 • Contractor License # 201966C
 NSW Master Security License # 408620204 • VIC Private Security Business Registration 632-104-005

EAOE

Special by-law no. 21 – CCTV entrance foyer & bin/recycling rooms

1. Introduction

(a) This by-law sets out rules concerning the accessing of the CCTV footage filmed by the Strata Scheme's CCTV cameras.

(b) You must comply with this by-law.

2. Definitions & interpretation

2.1 In this by-law:

"Building Manager" means any building manager appointed in writing from time to time by the Owners Corporation.

"CCTV" means closed circuit television, as affixed to the Common Property located in the entrance foyer of the apartment tower and the bin room and operating at the Strata Scheme.

"Common Property" means the common property for the Strata Scheme.

"Strata Committee" means the Strata committee of the Owners Corporation.

"Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

"Owner" means the Owner of a Lot.

"Owners Corporation" means the Owners Corporation for the Strata Scheme.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Scheme" means the strata scheme in respect of which this by-law applies.

2.2 In this by-law:

2.2.1 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.2 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.3 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.4 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. CCTV Footage and Cameras

3.1 The Owners Corporation may install CCTV cameras (in locations determined by the Owners Corporations or its consultants) on the Common Property. The Owners Corporation must maintain those CCTV cameras and keep them in good and serviceable repair. No Owner or Occupier may damage or otherwise interfere with the CCTV cameras or their operation.

3.2 The Owners Corporation will record and store footage from the CCTV cameras as it sees fit.

3.3 The Owners Corporation may engage a consultant or contractor (CCTV Contractor) for the purposes of recording and storing footage from the Strata Scheme's CCTV cameras.

3.4 All footage recorded by the Strata Scheme's CCTV cameras is confidential.

3.5 All footage recorded by the Strata Scheme's CCTV cameras (CCTV Footage) is and will be kept as determined by the Owners Corporation, including by any CCTV Contractor.

3.6 No Owner or Occupier, including a Strata Committee Member, will be entitled to access any of the CCTV Footage except in accordance with this bylaw.

3.7 If any Owner or Occupier wishes to access any CCTV Footage for any reason, they must follow this process:

(a) written request is made to the Strata Committee by that Owner or Occupier, with details of the time, date, part of the building, floor, and reason why the CCTV Footage is required. Unless otherwise determined by the Owners Corporation, the only acceptable reason for requesting access to CCTV Footage is where an Owner or Occupier suspects a crime, or a serious act has been committed. A Strata Committee meeting (with full notification to all Owners) will be required to authorise the accessing of CCTV Footage except in the case of an emergency, at which time two Strata Committee members can in writing authorise the access to the CCTV Footage;

(b) if the CCTV Contractor is storing the footage, the Owner or Occupier requesting the CCTV Footage pays the CCTV Contractor's estimated cost of retrieving and providing that requested CCTV Footage;

(c) the retrieved CCTV Footage will be given directly to and held by the Strata Managing Agent to be dealt with as directed by the Owners Corporation. The Owner or Occupier requesting the footage will, unless permitted by the Owners Corporation, only be able to view that footage and will not be permitted to take a copy.

3.8 If for any reason the Strata committee wishes to view the CCTV footage it may be viewed by the Building Manager or by the Chairman of the Strata Committee or his nominee

Special by-law no. 22 – CCTV corridors on all levels in apartment tower (levels 1-9)

1. Introduction

(a) This by-law sets out rules concerning the accessing of the CCTV footage filmed by the Strata Scheme's CCTV cameras.

(b) You must comply with this by-law.

2. Definitions & interpretation

2.1 In this by-law:

"Building Manager" means any building manager appointed in writing from time to time by the Owners Corporation.

"CCTV" means closed circuit television, as affixed to the Common Property located in the corridors on levels 1 – 9 in the apartment tower and operating at the Strata Scheme.

"Common Property" means the common property for the Strata Scheme.

"Strata Committee" means the Strata committee of the Owners Corporation.

"Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

"Owner" means the Owner of a Lot.

"Owners Corporation" means the Owners Corporation for the Strata Scheme.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Scheme" means the strata scheme in respect of which this by-law applies.

2.2 In this by-law:

2.2.1 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

2.2.2 where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.3 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.4 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. CCTV Footage and Cameras

3.1 The Owners Corporation may install CCTV cameras (in locations determined by the Owners Corporations or its consultants) on the Common Property. The Owners Corporation must maintain those CCTV cameras and keep them in good and serviceable repair. No Owner or Occupier may damage or otherwise interfere with the CCTV cameras or their operation.

3.2 The Owners Corporation will record and store footage from the CCTV cameras as it sees fit.

3.3 The Owners Corporation may engage a consultant or contractor (CCTV Contractor) for the purposes of recording and storing footage from the Strata Scheme's CCTV cameras.

3.4 All footage recorded by the Strata Scheme's CCTV cameras is confidential.

3.5 All footage recorded by the Strata Scheme's CCTV cameras (CCTV Footage) is and will be kept as determined by the Owners Corporation, including by any CCTV Contractor.

3.6 No Owner or Occupier, including a Strata Committee Member, will be entitled to access any of the CCTV Footage except in accordance with this bylaw.

3.7 If any Owner or Occupier wishes to access any CCTV Footage for any reason, they must follow this process:

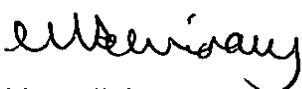
(a) written request is made to the Strata Committee by that Owner or Occupier, with details of the time, date, part of the building, floor, and reason why the CCTV Footage is required. Unless otherwise determined by the Owners Corporation, the only acceptable reason for requesting access to CCTV Footage is where an Owner or Occupier suspects a crime, or a serious act has been committed. A Strata Committee meeting (with full notification to all Owners) will be required to authorise the accessing of CCTV Footage except in the case of an emergency, at which time two Strata Committee members can in writing authorise the access to the CCTV Footage;

(b) if the CCTV Contractor is storing the footage, the Owner or Occupier requesting the CCTV Footage pays the CCTV Contractor's estimated cost of retrieving and providing that requested CCTV Footage;

(c) the retrieved CCTV Footage will be given directly to and held by the Strata Managing Agent to be dealt with as directed by the Owners Corporation. The Owner or Occupier requesting the footage will, unless permitted by the Owners Corporation, only be able to view that footage and will not be permitted to take a copy.

3.8 If for any reason the Strata committee wishes to view the CCTV footage it may be viewed by the Building Manager /or by the Chairman of the Strata Committee or his nominee

The seal of The Owners – Strata Plan No. 77399
was affixed on 29 July 2020
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: Matilda Halliday
Authority: Licensed Strata Managing Agent
BCS Strata Management P/L

