

**SP 74760 – Moreton by the Park  
249-259 Chalmers St Redfern**

**CONSOLIDATED BY-LAWS**

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**Date: July 2023**

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**1. BY-LAW 1 - Noise**

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

**2. BY-LAW 2 – Vehicles (Amended February 2020 & April 2023)**

1. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.
2. (a) owners and occupiers are not permitted to park in any visitor parking space; and  
(b) for the purposes of this by-law, an individual using a lot under a short-term rental accommodation arrangement is considered an “occupier”.

**3. BY-LAW 3 - Obstruction of common property**

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

**4. BY-LAW 4 - Damage to lawns and plants on common property (Amended February 2020)**

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

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

**5. BY-LAW 5 - Changes to common property (Amended February 2020)**

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) any locking or other safety device for protection of the owner’s lot against intruders or to improve safety within the owner’s lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

**6. BY-LAW 6 - Behaviour of owners, occupiers and invitees (Amended February 2020)**

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
- (b) without limiting paragraph (a), that invitees comply with clause (1).

**7. BY-LAW 7 - Children playing on common property (Amended February 2020)**

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

**8. BY-LAW 8 - Smoke Penetration (Replaced February 2020)**

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

**9. BY-LAW 9 - Depositing rubbish and other material on common property**

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

**10. BY-LAW 10 - Preservation of fire safety (Replaced February 2020)**

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

**11. BY-LAW 11 - Cleaning windows and doors (Amended February 2020)**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all."

**12. BY-LAW 12 - Storage of inflammable liquids and other substances and materials**

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

**13. BY-LAW 13 - Moving furniture and other objects on or through common property (Amended February 2020)**

**1. Introduction**

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- 1.1 This by-law sets out the rules an owner or occupier (including a lessee) of a lot must follow when transporting any furniture or large object through or on common property by themselves, or their appointed delivery agent or removalist.
- 1.2 Every owner or occupier (including a lessee) of a lot must comply with this by-law.
- 1.3 The owner or occupier must instruct any appointed delivery agent or removalist in the relevant parts of this bylaw. The owner or occupier will be held fully responsible for any damage to common property by their appointed delivery agent or removalist.

## **2. Definitions**

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In this by-law:

“**approved move times**” means those times where the building manager or strata committee member may be present to supervise the move in or out on any day between the hours 7 am and 8pm, Monday to Saturday or 8 am to 12 noon Sunday.

“**building manager**” means the building manager or concierge for the building (as the case may be), or such other person, being the person nominated by the owners corporation from time to time for the purposes of attending any move in or out.

“**bond**” means a cash bond in an amount of \$300.00 or such other amount determined by the owners corporation from time to time to be held by the owners corporation on the conditions of this by-law;

“**move in or out**” means transport any major item of furniture or large object through or on common property within the building;

“**you**” means the owner, occupier (including a lessee) of a lot in Strata Plan No. 74760.

## **3. Prior Notice for Moving in or out**

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You must not move in or out unless at least 48 hours’ prior notice, has first been given to the building manager so as to enable the building manager or a strata committee member to be present at the time when you move in or out. The building manager may, with agreement from a strata committee member, agree that the move may take place in the absence of the building manager or strata committee member, particularly when a small number of minor items are involved.

## **4. Times for Moving in or out**

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You must not move in or out at any time except during approved move times.

## **5. Bond**

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You must not move in or out unless you have first paid a bond to the building manager acting on behalf of the owners corporation.

## **6. Prevention of Damage During Moving in and out**

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- 6.1 You must not damage the common property during or as a result of your move in or out.
- 6.2 You must take all reasonable steps to ensure that the common property is not damaged during or as a result of your move in or out
- 6.3 Without limiting clause 6.2 you must ensure that all protective coverings are in place in the lift before using any lift to move in or out, and that no items are leaned onto finished common property such as painted doors, walls or unprotected lift interiors.
- 6.4 You will be held fully responsible for any damage to the garage door, if you or your delivery agent or removalists damage the door or its controls in association with your move or delivery

## **7. Prevention of Nuisance During Moving in and out**

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You must take all reasonable steps to ensure that your move in or out does not interfere unreasonably with the use or enjoyment of the common property or another lot by any person.

## **8. Rules for Moving in and out**

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- 8.1 You must comply with any directions the strata committee or the building manager (as the case may be) gives you concerning your move in or out including directions that furniture or large objects are to be transported through specified parts of the common property or in a specified manner such as having protective covers in place in the lift, and not leaving external or security doors open while unattended.
- 8.2 You must not dump or abandon on any part of the common property any furniture or large object when you move in or out.
- 8.3 If you are the owner of a lot, you must ensure that any occupier or lessee of your lot complies with this by-law.
- 8.4 You must maintain the security of the building by not propping open any door or gate, or maintaining the garage door open, unless you or your delivery agent or removalist posts an observer to warn off any unauthorised person from entry or close a fire door in the event of a fire alarm being triggered.

## **9. Indemnity**

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You must indemnify the owners corporation on demand against all claims made against it or any loss, costs or expenses it incurs arising out of your move in or out or a breach of this by-law including any costs or expenses it incurs repairing damage to the common property caused by your move in or out or removing furniture or large objects dumped or abandoned on the common property when you move in or out.

## **10. Bond**

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- 10.1 The owners corporation shall be entitled to apply the bond paid by you, or any part of the bond, towards the costs of the owners corporation incurred:
- (a) repairing any damage to the common property caused as a result of your move in or out; or
  - (b) cleaning any part of the common property that needs to be cleaned as a result of your move in or out; or
  - (c) removing any furniture or large object dumped or abandoned on the common property as a result of your move in or out.
- 10.2 The owners corporation must refund the bond, or the remaining balance of it, once you notify the owners corporation that you have completed your move in or out and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

## **11. Recovery of Amounts**

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- 11.1 The owners corporation may recover from you as a debt any amount for which you are liable to indemnify or otherwise pay the owners corporation pursuant to this by-law and the costs and expenses of the owners corporation incurred in recovering any such amount.
- 11.2 If you are an owner of a lot, the owners corporation may recover from you any amount that is due for the purpose of clause 11.1 by the occupier or tenant of your lot, if the amount remains unpaid for 30 days from the date of demand by the owners corporation to the occupier or tenant.
- 11.3 For the purpose of clauses 11.1 and 11.2, if you are an owner of a lot, the owners corporation may record any amount for which you are liable to indemnify or otherwise pay the owners corporation pursuant to this by-law and the costs and expenses of the owners corporation incurred in recovering any such amount on:
- (a) your account kept with the owners corporation;
  - (b) levy notices given to you; and
  - (c) certificates issued in respect of your lot under section 184 of the *Strata Schemes Management Act 2015*.

## **14. BY-LAW 14 - Floor coverings**

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

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

**15. BY-LAW 15 – Disposal of Waste (Replaced February 2023)**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The Owners Corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:

**bin** includes any receptacle for waste.

**waste** includes garbage and recyclable material.

**16. BY-LAW 16 - Keeping of animals (Replaced February 2020)**

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

**Note:** A template pet request form has been annexed for convenience.

**17. BY-LAW 17 - Appearance of lot (repealed – refer to Special By-Law 3)**

**18. BY-LAW 18 - Notice-board**

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

**19. BY-LAW 19 - Use of lots (Amended February 2020)**

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:

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- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - (b) where permitted under the by-laws for the strata scheme, a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.
  - (4) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
  - (5) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **20. SPECIAL BY-LAW 1 – Swimming Pool (Amended February 2020)**

An owner or occupier of a lot must not obstruct lawful use of common property by any person. The following terms and conditions apply to the use of the swimming pool:

- (a) the swimming pool may only be used between the hours of 7:00am and 9:00pm or other hours nominated from time to time by the owners corporation;
- (b) children under the age of 14 years of age may use the swimming pool only if accompanied and supervised by an adult;
- (b1) Despite the provisions of by-law 7, a child over the age of 14 years for whom an owner or occupier of a lot is responsible, is permitted to use the swimming pool unaccompanied and unsupervised by an adult exercising effective control provided that the child is an able and competent swimmer and abides by the provisions of by-law, and further provided that the owner or occupier responsible for such child is fully liable and responsible for the use of the swimming pool by such child at the risk of that owner or occupier notwithstanding that such child is permitted to use the swimming pool unaccompanied and unsupervised by this clause.
- (c) glass objects, drinking glasses and sharp objects are not permitted in the swimming pool;
- (d) running, ball playing, noisy or hazardous activities are not permitted in the swimming pool; and
- (e) swimming pool equipment must not, except with the approval of the owners corporation, be interfered with, operated or adjusted.

## **21. SPECIAL BY-LAW 2 – Laundry (registered 14 June 2005)**

An owner or occupier must not hang laundry, bedding or other articles on the balcony or terrace of a lot or in any area which is visible from outside the lot.

## **22. SPECIAL BY-LAW 3 – Visible Items (registered 14 June 2005)**

22.1 An owner or occupier of a lot must not without the prior written consent of the owners corporation:

- (a) display any sign or advertisement (including, without limitation a “for sale” or “for lease” sign) which is visible from outside their lot or is attached to common property;
- (b) keep anything in a lot which is visible from outside that lot which is not in keeping with the general appearance of the building;
- (c) place or maintain outdoor furniture, planter boxes, pot plants, recreational equipment or barbecues (“**Furniture**”) on the terrace or balcony of a lot unless:
  - i. the Furniture is of a high quality and finish in keeping with the appearance of the building; and
  - ii. the Furniture will not cause damage to the lot or common property.

In giving its consent, the owners corporation will be entitled to require an owner or occupier of a lot to remove any thing, item or sign from time to time to allow regular maintenance and repair of common property.

22.2 Owners and occupiers of a lot must:

- (a) properly maintain Furniture on the balcony of their lot; and



- (b) ensure that the Furniture is clean and tidy at all times; and
  - (c) ensure that all plants and vegetation are kept in good condition and appearance
- 22.3 Owners and occupiers of a lot must immediately remove Furniture from the balcony of their lot if:
- (a) they do not comply with their obligations under this by-law 22; or
  - (b) the Furniture has or may cause damage to a lot, common property or another part of the building.

**23. SPECIAL BY-LAW 4 – Keeping of animals (Repealed February 2020 – refer to By-Law 16)**

**24. SPECIAL BY-LAW 5 – Air Conditioning for Penthouse (registered 14 June 2005)**

- (a) Each owner of a Penthouse Lot is hereby conferred with the exclusive use and enjoyment of that part of the common property where the air conditioning system servicing that Penthouse Lot is fitted and installed.
- (b) It is acknowledged that the owner of a Penthouse Lot is the owner of the air conditioning system servicing that Penthouse Lot and as such the owner of a Penthouse Lot shall be responsible for the proper Maintenance, servicing and keeping in a state of good and serviceable repair, renewal and replacement the air conditioning system servicing that Penthouse Lot without the expense of the owners corporation.
- (c) The owner of a Penthouse Lot shall bear the electricity costs associated with the air conditioning system servicing that Penthouse Lot including the periodical and other electricity supply accounts of the electricity supply authority in relation to the air conditioning system.
- (d) The owner of a Penthouse Lot shall comply with the requirements of all relevant and responsible authorities and the reasonable requirements of the owners corporation with regards to the use and operation of the air conditioning system servicing that Penthouse Lot and, without limiting the generality of the foregoing, with respect to the level of noise emissions of the air conditioning system.
- (e) The owner of a Penthouse Lot is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the common property where the air conditioning system servicing that Penthouse Lot is fitted and installed.
- (f) In this by-law 24:  
**“air conditioning system”** means the roof mounted air conditioning unit and condenser unit servicing a Penthouse Lot including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit; and  
**“Penthouse Lot”** means lots 77, 96, 97, 98, 99, 100, 101, 102, 103 and 104 in the strata scheme.

**25. SPECIAL BY-LAW 6 – Lots 11 to 20 in the Strata Scheme (registered 14 June 2005)**

- (a) This by-law 25 applies to the owners and occupiers of lots 11 to 20 inclusive in the strata scheme.
- (b) It is acknowledged that the stratum of part lots 11 to 20 inclusive in the strata scheme shown of sheet 8 of the strata plan (level 2) extends to the underside of the roof on level 3 except where covered by those parts of lots 11 to 20 inclusive shown on sheet 9 of the strata plan (level3) (in this by-law called **“roof void”**).
- (c) An owner or occupier of lots 11 to 20 inclusive in the strata scheme must not mark, drill, paint, drive nails or screws or the like into, carry out any works to, hang anything from, attach anything to, or otherwise damage, deface or otherwise interfere with, the **roof void**.
- (d) For the purpose of this by-law 25, the **“roof void”** includes, without limitation:
  - i. any structural part of the roof void, whether common property or otherwise;
  - ii. the roof framing system of the roof void, whether common property or otherwise;
  - iii. water proofing parts of the roof void, whether common property or otherwise.

**26. SPECIAL BY-LAW 7 – Car Spaces Exclusive Use (registered 14 June 2005)**

- (a) Each of the owners and occupiers of the lot in the strata scheme referred to in column 1 in the table below has the exclusive use of that part of the common property in column 2 in the table below for the purpose of parking a vehicle on that part of the common property in column 2 in the table below.

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- (b) The owner of the lot in the strata scheme in column 1 in the table below is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the common property column 2 in the table below.
- (c) The table referred to in this by-law 26 is as follows:

<b>Lot Number</b>	<b>Part of Common Property</b>
1	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 1
2	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 2
4	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 4
6	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 6
7	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 7
30	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 30
35	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 35
36	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 36
39	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 39
51	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 51
60	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 60
65	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 65
66	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 66
79	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 79
84	The area hatched on the car parking exclusive use plan with the number corresponding to Lot 84

- (d) In this by-law 26 “**car parking exclusive use plan**” is the plan annexed to these by-laws and marked “**A**”.

## **27. SPECIAL BY-LAW 8 – Landscaping (registered 14 June 2005)**

- (a) This by-law 27 is in addition to and not in derogation of by-law 22.
- (b) Owners and occupiers of a lot must ensure that all elements of landscaping (for example planter boxes and plants) on the balcony or terrace of their lot.
- i. are of a high quality and good condition, commensurate with the quality of strata scheme and in keeping with the appearance of the building;
  - ii. are regularly maintained and kept neat and tidy at all times;
  - iii. are watered or otherwise maintained in such a way that no water enters another lot or common property and no damages is caused to a lot of common property; and
  - iv. do not hang or grow over the edge of the balcony or terrace.

28. **SPECIAL BY-LAW 9 – Garden Beds Exclusive Use (registered 14 June 2005)**

- (a) Each of the owners and occupiers of a lot in the strata scheme in column 1 in the table below has the exclusive use of that part of the common property in column 2 in the table below for the purpose of a garden bed on that part of the common property in column 2 in the table below.
- (b) The owner of the lot in the strata scheme in column 1 in the table below is responsible for the proper nurturing of and caring for the garden bed on that part of the common property in column 2 in the table below. The Owners Corporation is otherwise responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the common property in column 2 of the table below, except to the extent of any damage caused or contributed to that part of the common property in column 2 in the table below by the owner or occupier of the lot in the strata scheme in column 1 in the table below in which event the owner of the lot in the strata scheme in column 1 in the table below is responsible for the repair of that damage so caused to that part of the common property in column 2 of the table below.
- (c) Without limiting the generality of paragraph (b) of this by-law 28, the provisions of by-law 27 equally apply to the garden beds.
- (d) The table referred to in this by-law 28 is as follows:

<b>Lot Number</b>	<b>Part of Common Property</b>
21	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 21
22	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 22
23	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 23
25	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 25
26	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 26
27	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 27
28	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 28
30	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 30
32	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 32
34	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 34
36	The area hatched on the garden bed exclusive use plan with the number corresponding to Lot 36

- (e) In this by-law 28:
  - “**garden bed**” includes landscaping such as planter boxes and plants; and
  - “**garden bed exclusive use plan**” means the plan annexed to these by-laws and marked “**B**”.

\* additional clauses added – please see Special By Law 13

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**ANNEXURES “A” AND “B” TO FOLLOW:**

**ANNEXURE "A" - CAR PARKING EXCLUSIVE USE PLAN**

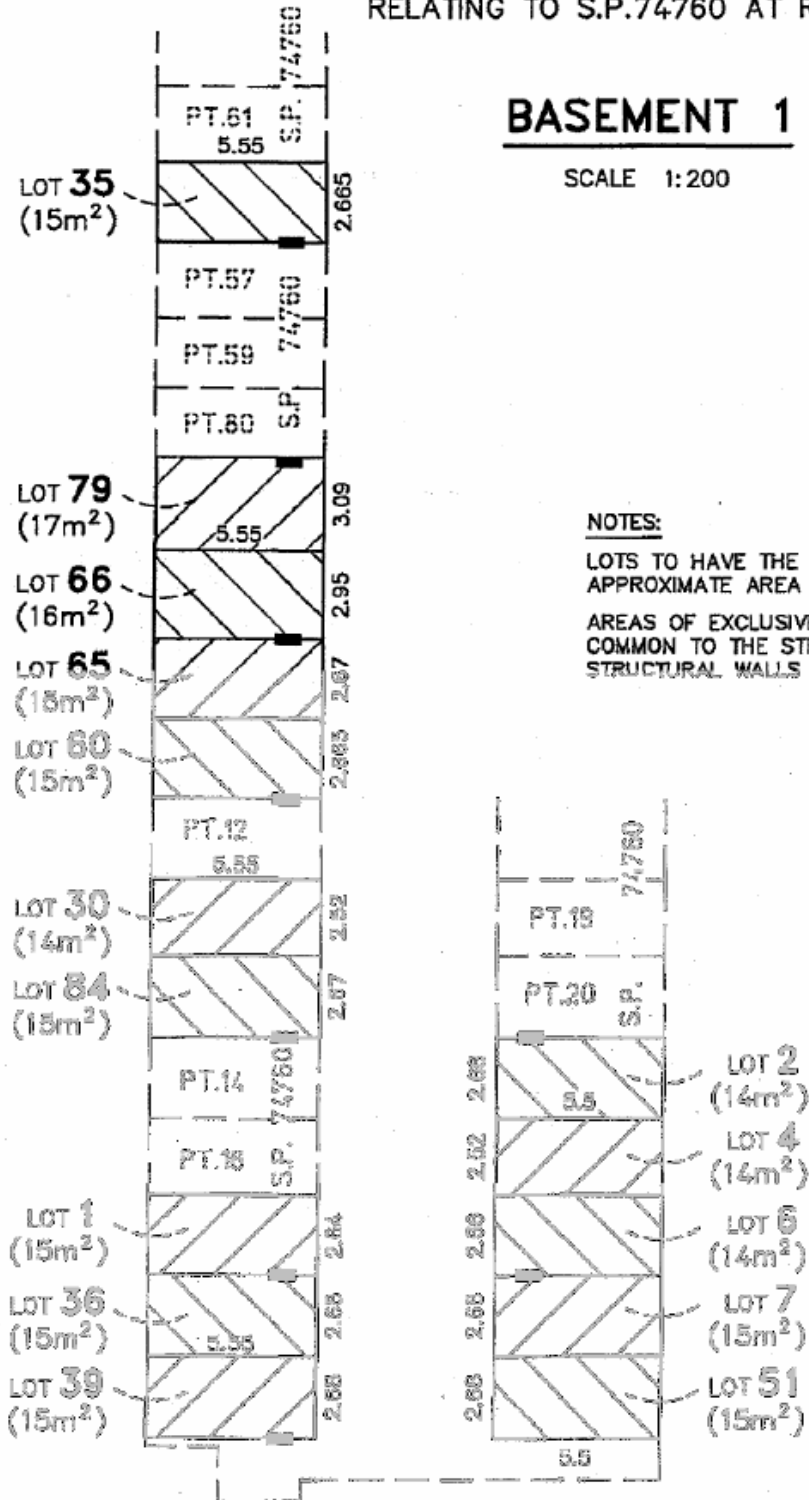
**SP74760**

**PLAN**

OF AREAS OF EXCLUSIVE USE OVER PARTS OF COMMON PROPERTY IN THE STRATA SCHEME RELATING TO S.P.74760 AT REDFERN

**BASEMENT 1**

SCALE 1:200



**NOTES:**

LOTS TO HAVE THE EXCLUSIVE USE AND THE APPROXIMATE AREA ARE SHOWN HEREON.  
 AREAS OF EXCLUSIVE USE EXCLUDE SERVICES COMMON TO THE STRATA SCHEME AND ANY STRUCTURAL WALLS OR COLUMNS.

*[Handwritten signature]*

SHEET 1 OF 1

Date: July 2023

DISCLAIMER: This set of by-laws has been drawn from the Owners Corporation's records. Whilst every attempt has been made to ensure its accuracy it should not be relied upon for legal matters. The latest copy of the registered by-laws is available from NSW Land Registry Service.

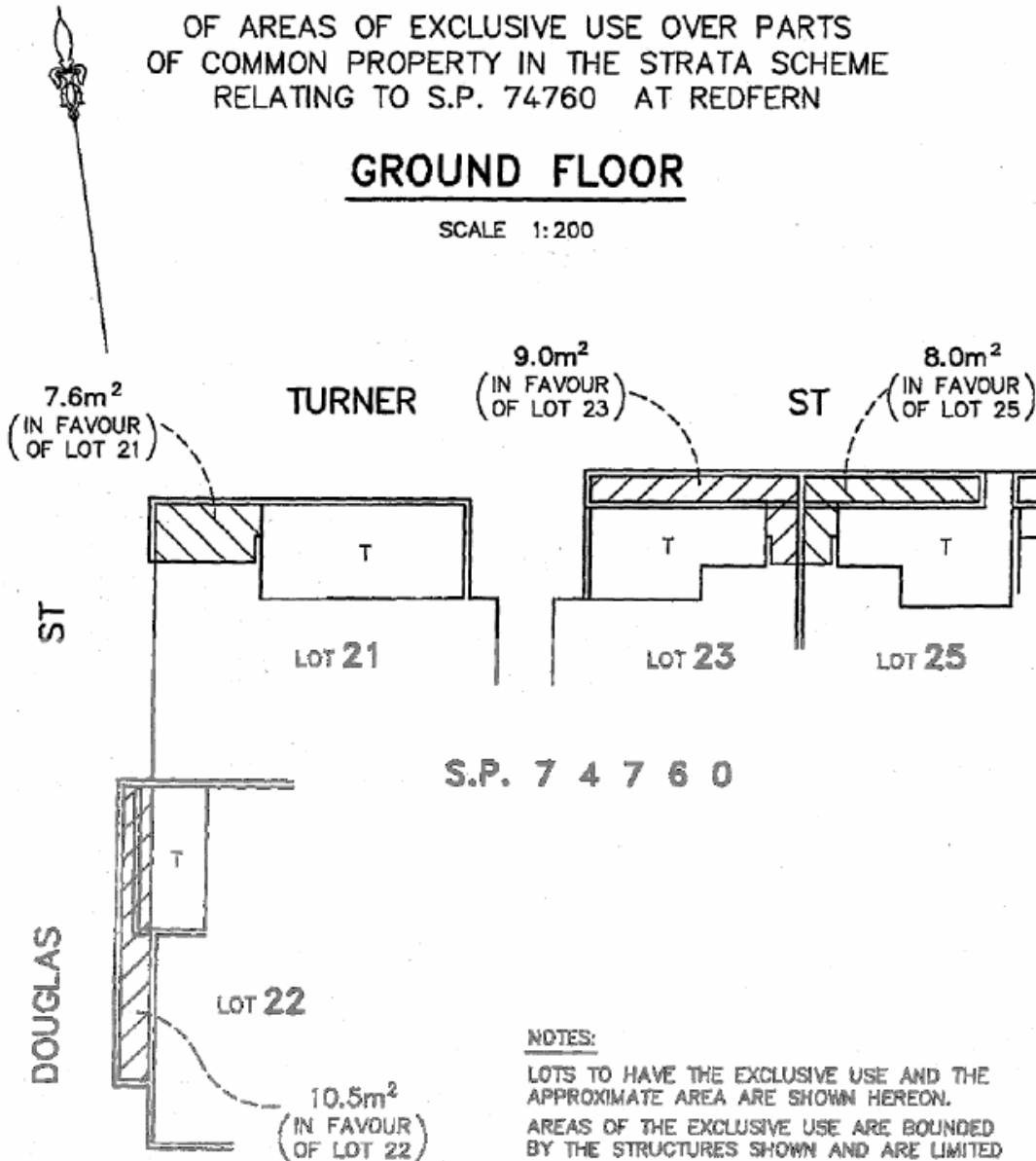
**ANNEXURE "B" - GARDEN BED EXCLUSIVE USE PLAN**

**PLAN SP74760**

OF AREAS OF EXCLUSIVE USE OVER PARTS OF COMMON PROPERTY IN THE STRATA SCHEME RELATING TO S.P. 74760 AT REDFERN

**GROUND FLOOR**

SCALE 1:200



S.P. 7 4 7 6 0

**NOTES:**

LOTS TO HAVE THE EXCLUSIVE USE AND THE APPROXIMATE AREA ARE SHOWN HEREON.

AREAS OF THE EXCLUSIVE USE ARE BOUNDED BY THE STRUCTURES SHOWN AND ARE LIMITED IN HEIGHT WHERE NOT COVERED TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR.

AREAS OF EXCLUSIVE USE EXCLUDE SERVICES COMMON TO THE STRATA SCHEME AND ANY STRUCTURAL WALLS OR COLUMNS.

T DENOTES TERRACE

## 29. SPECIAL BY-LAW 10 – Air Conditioning (registered 19 May 2006)

- 1.0 An owner or occupier of a lot must not install on a lot or common property any air conditioning equipment without the prior written consent of the owners corporation and except in accordance with the following conditions: -
- 1.1 An owner (**'the Owner'**) wishing to install air conditioning equipment must apply to the executive committee of the owners corporation for consent and the Owner must provide to the executive committee:
- (a) plans containing such details as may be required by the executive committee of the owners corporation including, but not limited to:
    - (i) details of the proposed location of the compressor forming part of the air conditioning equipment;
    - (ii) details of the proposals for drainage of condensation;
    - (iii) location of pipes wires cables and ducts which are proposed to be installed as part of the air conditioning to equipment;
    - (iv) details of proposed waterproofing of any penetrations made through any part of the common property; and
    - (v) details of the acoustic treatment to reduce noise and vibration arising from the operation of the air conditioning equipment.
  - (b) such other details or information as may be required from time to time by the executive committee of the owners corporation.
- 1.2 Upon receipt of the information referred to in clause 1.1 above the executive committee may consent to the lodgement of a development application by the Owner and at the Owner's expense to the local council for consent to install the air conditioning equipment to the Owner's lot.
- 1.3 This by-law does not authorise the Owner to install air conditioning equipment, nor does any approval given in writing by the executive committee of the owners corporation act in place of any consent to undertake any work:
- (a) that gives the Owner a special privilege in respect of the common property to install air conditioning equipment on the Owner's lot or the common property in accordance with section 51 of the Strata Schemes Management Act 1996; or
  - (b) that give owners a right of exclusive use of parts of the common property occupied by the air conditioning equipment in accordance with section 51 of the Strata Schemes Management Act 1996; or
  - (c) that is in breach of any of the by laws of the owners corporation.
- 1.4 (i) The Owners Corporation may not unreasonably withhold its consent to the installation of air conditioning equipment but may, as a condition of granting consent require the owner to:
- (a) accept responsibility for the repair and maintenance of the air conditioning equipment and any common property affected by its installation; and
  - (b) consent to the making of a special privilege by-law in relation to the works to be carried out, at the owner's cost.
- (ii) Air conditioning equipment must be:
- (a) fitted by a tradesman experienced in installing air conditioning equipment;
  - (b) installed in accordance with any relevant requirements of the local Council and the Building Code of Australia;
- 1.5 In this by law '**air conditioning equipment**' means all parts of any equipment for the provision of cooled heated or recirculated air within a lot including (but without limitation): pipes, ducts, flues, conduits, grilles, louvres, cowls, hoods and other covers, filters, fluids, gases, insulation, wires, cables, and other conducting media, fixings, compressors, motors, gearboxes and other mechanical components.
- 1.6 This by-law does not apply to the installation of air conditioning to a Penthouse Lot (as defined by special by-law 5) and special by-law 5 shall apply in respect of such installation to a Penthouse Lot.

**Note:** A template air conditioning application form has been annexed for convenience.

### 30. SPECIAL BY-LAW 11 – Air Conditioning Lot 48 (registered 19 May 2006)

On the conditions set out in this by-law, the owner for the time being of lot 48 (“the owner”) shall have a special privilege in respect of the common property to install and thereafter maintain upon the common property air conditioning equipment to serve his/her lot.

For the purpose of this by-law: -

- the works permitted by this by-law are referred to as “the works”.
- words importing the singular include the plural and vice versa.

#### Conditions: -

1. Before installing the air conditioning equipment the owner must:
  - i) give the Owners Corporation a copy of any requisite approval of the local Council including conditions of approval, drawings and specifications; and
  - ii) give the Owners Corporation specifications for the air conditioning equipment including drawings, and details of the manner of installation.
  - iii) give the Owners Corporation plans containing such details as may be required by the Executive Committee of the Owners Corporation including, but not limited to:
    - a. details of the proposed location of the compressor forming part of the air conditioning equipment;
    - b. details of the proposals for drainage of condensation;
    - c. location of pipes and wires cables and ducts which are proposed to be installed as part of the air conditioning equipment;
    - d. details of proposed waterproofing of any penetrations made through as part of the common property; and
    - e. details of the acoustic treatment to reduce noise and vibration arising for the operations of the air conditioning equipment.
2. The owner must install the air conditioning equipment (including, without limitation installation and repair, renewal and replacement under condition 4 and removal under condition 7) in a proper and workmanlike manner and in a location approved in writing by the Owners Corporation.
3. Subject to this by-law, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
4. The owner must maintain the air conditioning equipment in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary.
5. The owner must repair promptly any damage caused or contributed to by the air conditioning equipment, including without limitation, damage to the common property or another lot in the strata scheme.
6. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, in respect of the air conditioning equipment.
7. The owner must comply at his own expense with any requirement or order of the local Council, or other authority, tribunal or Court having jurisdiction, concerning the air conditioning equipment.
8. The owner may remove the air conditioning equipment, and after doing so must restore the common property to its original condition.
9. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including without limitation legal expenses.

#### General

1. In this by-law “air-conditioning equipment” means all parts of any equipment for the provision of cooled heated or re-circulated air within a lot including (but not limited to) pipes, ducts, flues, conduits, grilles, louvres, cowls, hoods and other covers, filters, fluids, gases, insulation, wires, cables, and other conducting media, fixings, compressors, motors, gearboxes and other mechanical components.

**31. SPECIAL BY-LAW 12 – Air Conditioning lots 44, 58, 64, 67, 70, 83 and 86 (registered on 17 January 2007)**

On the conditions set out in this by-law, the owner for the time being of **lots 44, 58, 64, 67, 70, 83 and 86** (‘the owner’) shall have a special privilege in respect of the common property to install and thereafter maintain upon the common property air conditioning equipment to serve his/her lot.

For the purpose of this by-law: -

- the works permitted by this by-law are referred to as ‘the works’.
- words importing the singular include the plural and vice versa.

**Conditions: -**

1. Before installing the air conditioning equipment the owner must:
  - (i) give the Owners Corporation a copy of any requisite approval of the Local Council including conditions of approval, drawings and specifications; and
  - (ii) give the Owners Corporation specifications for the air conditioning equipment including drawings, and details of the manner of installation.
  - (iii) plans containing such details as may be required by the executive committee of the owners corporation including, but not limited to:
    - (a) details of the proposed location of the compressor forming part of the air conditioning equipment;
    - (b) details of the proposals for drainage of condensation;
    - (c) location of pipes wires cables and ducts which are proposed to be installed as part of the air conditioning to equipment;
    - (d) details of proposed waterproofing of any penetrations made through any part of the common property; and
    - (e) details of the acoustic treatment to reduce noise and vibration arising from the operation of the air conditioning equipment.
2. The owner must install the air conditioning equipment (including, without limitation installation and repair, renewal and replacement under condition 4 and removal under condition 7) in a proper and workmanlike manner and in a location approved in writing by the owners corporation.
3. Subject to this by-law, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
4. The owner must maintain the air conditioning equipment in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary.
5. The owner must repair promptly any damage caused or contributed to by the air conditioning equipment, including without limitation, damage to the common property or another lot in the strata scheme.
6. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, in respect of the air conditioning equipment.
7. The owner must comply at his own expense with any requirement or order of the Local Council, or other authority, tribunal or Court having jurisdiction, concerning the air conditioning equipment.
8. The owner may remove the air conditioning equipment, and after doing so must restore the common property to its original condition.
9. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law, including without limitation legal expenses.

**General**

1. In this by law ‘air-conditioning equipment’ means all parts of any equipment for the provision of cooled heated or recirculated air within a lot including (but without limitation) pipes, ducts, flues, conduits, grilles, louvres, cowls, hoods and other covers, filters, fluids, gases, insulation, wires, cables, and other conducting media, fixings, compressors, motors, gearboxes and other mechanical components.



## 32. SPECIAL BY-LAW 13 – Lot 77 Pergola (registered 13 May 2008)

On the conditions set out in this by-law, the owner for the time being of Lot 77 (“the owner”) shall have a special privilege in respect of the common property to install, and thereafter to maintain and repair, a timber pergola with ventral louvres on the western side of the terrace of the lot, in accordance with DA01 and DA02 dated April 2008 prepared by Giles Tribe Architects, and with the timber posts, beams and battens to be painted with Dulux 50YY 83/029 “natural white” (“pergola”).

In this by-law “pergola” includes all ancillary fixtures and fittings.

The installation of the pergola is referred to in this by-law as “the works”.

### CONDITIONS

#### The Works

1. The pergola must match the existing, which was previously installed on the south-eastern side of the terrace of the lot, in all respects other than its width.
2. Before starting the works, the owner must provide the Owners Corporation with:
  - (i) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
  - (ii) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
  - (iii) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989; and
  - (iv) evidence of currency for the duration of the works of Contractors’ All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party.
3. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
  - (i) ensure that the pergola is installed in a proper and skilful manner by a duly licensed contractor, using best-quality and appropriate materials;
  - (ii) comply with all conditions and requirements of the local Council;
  - (iii) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer’s specifications;
  - (iv) ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
  - (v) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
  - (vi) comply with any reasonable requirement of the Owners Corporation concerning:
    - (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; and
    - (b) storage of materials and debris;
  - (vii) carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
  - (viii) ensure that major works are completed within 2 weeks of commencement and all remaining works are completed within 3 months of their commencement.
4. The Owner may not make any changes to the plans and specifications for the works as approved in this by-law without the prior written consent of the local Council (if required) and the Owners Corporation.

#### After the Works

**Date: July 2023**

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5. Within one month after completion of the works, the owner must give the Owners Corporation:
  - (i) a copy of any requisite compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979 (“compliance certificate”); and
  - (ii) if changes to the plans and specifications have been made, as-built drawings.

#### **Repair & Maintenance**

6. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance of the common property and keeping the common property in a state of good and serviceable repair.
7. The owner must maintain the improvements installed in the course of the works (including but not limited to fixtures and fittings installed as part of the works) in a state of good and serviceable repair and appearance, and must renew or replace them whenever necessary.
8. The owner may remove the improvements installed in the course of the works and after doing so must restore the common property to its original condition.

#### **Damage**

9. The owner must repair promptly any damage caused or contributed to by:
  - (i) the works; or
  - (ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

#### **Indemnity**

10. The owner must indemnify the Owners Corporation against any liability or expense arising out of:
  - (i) the works, or
  - (ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

including any liability under section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works.

#### **Insurance**

11. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 2(iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
12. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in conditions 2 (iii) and (iv).
13. The owner appoints the Owners Corporation its attorney for the purposes of conditions 11 and 12, and at the request of the Owners Corporation will do any act required to give effect to this authority.

#### **Notices**

14. The owner at his own expense must comply with any order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works.

#### **Costs**

15. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

### **33. SPECIAL BY-LAW 14 – Works to lots 97 and 98 Opening between apartments (registered 13 May 2008)**

On the conditions set out in this by-law, the owners for the time being of Lots 97 and 98 (“the owners”) shall have a special privilege in respect of the common property to undertake, and thereafter to maintain and repair, the following alterations and additions on, and affecting common property:

- (a) removal of a section of the blockwork wall between Lots 97 and 98 as shown in plans by Luigi Roselli Pty Limited drawing 0809 Level 4 dated April 2008 and Van Der Meer Consulting Engineers drawing SYO20151 dated 15 April 2008; and
- (b) the installation of needle beams and a precast lintel beam in accordance with plans by Van Der Meer Consulting Engineers dated 15 April 2008.

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

**CONDITIONS:-**

**The Works**

1. The Owners Corporation may engage an independent structural engineer to assess, review, and report on the works. The owners must pay the independent structural engineer’s fees on demand, in equal shares.
2. Before starting the works, the owners must provide the Owners Corporation with:
  - (i) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
  - (ii) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
  - (iii) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989; and
  - (iv) evidence of currency for the duration of the works of Contractors’ All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owners are a named party.
3. In undertaking the works, the owners must by themselves, their agents, servants and contractors:-
  - (i) ensure that the works are carried out in a proper and skilful manner by a duly licensed contractor, using best-quality and appropriate materials;
  - (ii) comply with all conditions and requirements of the local Council;
  - (iii) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer’s specifications;
  - (iv) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
  - (v) comply with any reasonable requirement of the Owners Corporation concerning:
    - (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; and
    - (b) storage of materials and debris;
  - (vi) carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
  - (vii) ensure that major works are completed within 3 weeks of commencement and all remaining works are completed within 3 months of their commencement.
4. The owners may not make any changes to the plans and specifications for the works as approved in this by-law without the prior written consent of the local Council (if required) and the Owners Corporation.

**After the Works**

5. Within one month after completion of the works, the owners must give the Owners Corporation:
  - (i) a copy of any requisite compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979 (“compliance certificate”); and
  - (ii) if changes to the plans and specifications have been made, as-built drawings.

**Repair & Maintenance**

6. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation

shall continue to be responsible for the proper maintenance of the common property and keeping the common property in a state of good and serviceable repair.

7. The owners, jointly and severally must maintain the works and the improvements installed in the course of the works in a state of good and serviceable repair and appearance, and must renew or replace them whenever necessary.

#### **Removal of works**

8. In the event that the current owners of Lots 97 and 98 transfer her/its right, title and interest in either or both of Lot 97 and Lot 98, the owners shall, prior to the transfer of her/its right, title and interest in Lot 97 or Lot 98, remove the improvements installed in the course of the works and after doing so must restore the common property to its original condition, and the owners shall provide to the Owners Corporation within 4 weeks of restoring the common property to its original condition, a certificate from a duly qualified structural engineer addressed to the Owners Corporation, certifying the structural integrity of the works and that the existing floor and walls are adequate to support the structure.

#### **Damage**

9. The owners must repair promptly any damage caused or contributed to by:
  - (i) the works; or
  - (ii) the improvements installed in the course of the works; or
  - (iii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme, and shall be liable jointly and severally for such repairs.

10. Without limiting the generality of the foregoing, the word "damage" is to be construed as including the following:
  - (i) any damage to, or deterioration in the condition of any walls, internal or external, structural or non-structural and any floors or ceilings affected by the works.

#### **Indemnity**

11. The owners must indemnify the Owners Corporation against:-
  - (i) all costs of reviewing the works (including the costs of any consultants retained by the Owners Corporation for this purpose);
  - (ii) any liability or expense arising out of:
    - (a) the works; or
    - (b) the improvements installed in the course of the works; or
    - (c) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works;
    - (d) any damage caused to any part of the building by the works,

including, without limitation, any liability under section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works, and shall be jointly and severally liable for such costs, liabilities and expenses.

#### **Insurance**

12. The owners must apply the proceeds of a claim in respect of insurance referred to in condition 2(iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
13. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in condition 2(iii) and 2(iv).
14. The owners appoint the Owners Corporation as their attorney for the purposes of conditions 12 and 13, and at the request of the Owners Corporation will do any act required to give effect to this authority.

#### **Notices**

15. The owners at her/its own expense must comply with any order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works or the improvements installed in the course of the works and shall be jointly and severally liable for complying with any such order or requirement.

## Costs

16. The owners must meet all reasonable expenses of the Owners Corporation incurred in the drafting, registration, implementation and enforcement of this by-law and shall be jointly and severally liable for such expenses.

### **34. SPECIAL BY-LAW 15 – Installation of Parking Bollards (registered 22 April 2009) AE646245M**

For the purpose of improving or enhancing the common property, the Owners Corporation may alter the common property by installing bollards on the common property, in the areas hatched on the plan that is annexed to the notice of meeting at which this resolution is approved, with those bollards to be shoe-bolted into the floor of the common property basement, and to contain adjustable vertical locking devices.

“the alterations” .

#### Conditions

- i. In carrying out the alterations to common property, the Owners Corporation shall:
  - (a) use premium-quality materials and shall carry out the alterations in a proper and skilful manner; and
  - (b) comply with any applicable provisions of the Building Code of Australia.
- ii. The Owners Corporation must maintain the alterations in a state of good and serviceable repair.

### **35. SPECIAL BY LAW 16 – Operation of Parking Bollards (registered 22 April 2009) AE646245M**

Any member of the Executive Committee from time to time and the building manager duly appointed by the Owners Corporation from time to time to operate one or more of the bollards installed on common property (“the bollards”) so that:

- (a) vehicles parked on any part of the common property in an unauthorised manner can be blocked into that unauthorised parking space by the raising of the bollards;
- (b) can be released from that unauthorised parking space by the lowering of the bollards; and
- (c) unauthorised parking of vehicles on common property can be prevented by the raising of the bollards.

### **36. SPECIAL BY-LAW 17 – Charge for breach of parking by-law (registered 22 April 2009) AE646245M**

- (a) a charge of \$200 or such other amount as the Executive Committee shall determine from time to time (“the sum”), shall be payable by any Lot owner or occupant who parks a vehicle on any part of the common property in a manner that is not authorised by the Owners Corporation or is otherwise in breach of the by-laws pertaining to Strata Plan No. 74760 from time to time;
- (b) the owners and occupants of Lots agree to pay the sum to the Owners Corporation prior to the bollards installed on the common property being lowered to allow the removal of his/her/their vehicle that is parked on any part of the common property in a manner that is not authorised by the Owners Corporation or is otherwise in breach of the by-laws pertaining to Strata Plan No. 74760 from time to time; and
- (c) the owners and occupants of Lots agree to the Owners Corporation using bollards on common property in order to block in or otherwise restrict the parking of vehicles on any part of the common property in a manner that is not authorized y the Owners Corporation or is otherwise in breach of the by-laws pertaining to Strata Plan No. 74760 from time to time.

### **37. SPECIAL BY LAW 18 – Removal of Vehicles from Common Property (registered 9 March 2010) Dealing AF363481**

A: Definitions and interpretation

In this by-law words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the *Strata Schemes Management Act 1996* have the meaning given to them in that Act.

**Date: July 2023**

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B. Terms

1. An owner, occupier or lessee of a Lot must not park or stand any motor vehicle or other vehicle on any part of the common property without the prior written consent of the Owners Corporation.
2. An owner, occupier or lessee of a Lot who parks or stands any motor vehicle or other vehicle on any part of the common property without the prior written consent of the Owners Corporation, in breach of clause 1 above, consents to the removal of that vehicle from the common property by the Owners Corporation at the expense of the owner of the Lot.
3. The charge payable to the Owners Corporation by the owner of a Lot for the removal of any vehicle parked by the owner, occupier or lessee of a Lot on any part of the common property without the prior written consent of the Owners Corporation is \$300 plus GST, or such other sum as the Executive Committee of the Owners Corporation shall determine from time to time ("the vehicle removal charge").
4. For the purpose of clause 3 above, the Owners Corporation may levy a payment as a charge on the owner of a Lot for the vehicle removal charge, by serving written notice of the vehicle removal charge on the owner.
5. The vehicle removal charge, if not paid at the end of one month after it becomes due and payable bears, until paid, simple interest at an annual rate of 10 per cent or such other rate as is fixed from time to time by the *Strata Schemes Management Regulation 2005* (NSW) for the purpose of section 79(2) of the *Strata Schemes Management Act 1996* (NSW).
6. The Owners Corporation may recover as a debt from the owner of a Lot, the vehicle removal charge not paid at the end of one month after it becomes due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

**38. SPECIAL BY-LAW 19 – Flooring (registered 9 March 2010) Dealing AF363481**

1. An owner or occupier of a Lot may not remove any original hard flooring or any membrane beneath that hard flooring or install or keep any timber flooring (whether fixed or floating) or flooring of tiles, marble, limestone, concrete, granite or other hard or rigid material, except with prior written approval of the Owners Corporation (which may not be withheld unreasonably).
2. An owner of a Lot in which, as at the date of this by-law, any original hard flooring or any membrane beneath that hard flooring has been removed or any timber flooring (whether fixed or floating) or flooring of tiles, marble, limestone, concrete granite or other hard or rigid material has been installed, (such as the owners of Lots 58 and 73), shall be liable to maintain the alterations and additions to the original flooring (including but not limited to the new flooring, waterproofing membrane, flashings or other treatment necessary to prevent the penetration of water, and insulation necessary to prevent the transmission from the floor space of the Lot of noise likely to disturb the peaceful enjoyment of the owner or occupier of another Lot) in a state of good and serviceable repair, and must renew or replace them whenever necessary.
3. By-law 14 shall continue to apply to Strata Plan No. 74760.

**39. SPECIAL BY-LAW 20 – Renovations (registered 9 March 2010) Dealing AF363481**

**Definition**

For the purpose of this by-law the works described in this by-law are works which impinge upon common property. The works are referred to in this by-law as "the works".

In this by-law words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the *Strata Schemes Management Act 1996* have the meaning given to them in that Act.

**Terms**

An owner of a Lot may carry out the works to his Lot according to the following conditions and stipulations:-

**Conditions & Stipulations:-**

1. Before starting the works, the owner must:-
  - 1.1. Obtain the written approval of the Owners Corporation (which may not be withheld unreasonably) of:-
    - (i) the design and construction of the works, insofar as they impinge upon common property; and
    - (ii) the specifications for the works.
  - 1.2 Provide the owners Corporation with:

- (i) a copy of any requisite approval of the local Council, including all conditions of approval, drawings and specifications;
  - (ii) a copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989;
  - (iii) evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works), to which the owner is a named party; and
  - (iv) the names and licence numbers of contractor(s) to be engaged to undertake the works.
- 1.3 Pay to the Owners Corporation a damage bond of \$2,000, or such other sum as may be determined by the Executive Committee from time to time.
- 1.4 Obtain from the Owners Corporation its written approval (which may not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris including details for the protection of the elevator (if any) and other common property areas .
2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
- (i) use best-quality and appropriate materials, in a proper and skilful manner;
  - (ii) comply with the Building Code of Australia, all pertinent Australian Standards and manufacturers' specifications and all conditions of approval of any requisite approval of the local Council;
  - (iii) not allow the obstruction of reasonable use of the common areas of the strata scheme in the course of the works, by building materials, tools, machines, debris or motor vehicles;
  - (iv) give to the residents of other Lots in the building not less than 24 hours notice of any demolition work or work involving the use of percussion tools;
  - (v) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris; and
  - (vi) carry out the works between 8.00 am and 5.00 pm on Monday to Friday (inclusive) only, excluding public holidays.
3. Subject to any extension necessitated by reasons beyond his control, the owner must complete the works within ten weeks of commencement, or such other period of time as is approved in writing by the Executive Committee.

#### **Repair & Maintenance**

- 4. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 5. The owner must maintain the alterations and additions installed in the course of the works in a state of good and serviceable repair, and must renew or replace them whenever necessary.
- 6. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
- 7. The owner at his own expense must comply with any order or requirement of the local Council, or a Tribunal or Court having jurisdiction, relating to the works.

#### **Damage Bond**

- 8. The Owners Corporation may apply all or any part of the damage bond to remedying, for its benefit or the benefit of an owner or occupier of another Lot in the strata scheme, a breach on the part of the owner of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.
- 9. Should the Owners Corporation use all or any part of the damage bond, the owner on request by the Owners Corporation must pay to the Owners Corporation a further damage bond, equal to the amount of the damage bond used by the Owners Corporation. The Owners Corporation may use the further damage bond as though it formed part of the original damage bond.
- 10. The balance, if any, of the damage bond, is to be released to the owner following an inspection of the works by the building manager, provided the building manager is reasonably satisfied that the works have been completed in accordance with clause 2 above and all damage caused by the works to common property or the property of another Lot owner has been satisfactorily remedied.

#### **Indemnity**

**Date: July 2023**

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11. The owner must indemnify the Owners Corporation against:-

- (i) All costs of reviewing or supervising the works (including the costs of any consultants retained by the Owners Corporation for this purpose);
- (ii) Any liability or expense arising out of the works, including any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works.

**Insurance**

- 12. The owner must apply the proceeds of a claim in respect of insurance referred to in Condition 1.2 (iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
- 13. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in Condition 1.2(iii).
- 14. The owner appoints the Owners Corporation its attorney for the purposes of Conditions 12 and 13, and at the request of the Owners Corporation will do any act required to give effect to this authority.

**Costs**

- 15. The Owners Corporation must meet all reasonable expenses incurred in the preparation, making and registration of this by-law.
- 16. The owner must meet all reasonable expenses incurred in the enforcement of this by-law

**40. SPECIAL BY-LAW 21 – Garden Beds (registered 9 March 2010) Dealing AF363481**

By adding the following additional clauses to by-law 28:

- (f) In the event that the owner of a Lot listed in column 1 of the table in by-law 28 fails to properly nurture and care for a garden bed in accordance with clause (b) of by-law 28, the Executive Committee of the Owners Corporation may resolve to serve a written notice upon that Lot owner to take specified action to properly nurture and care for a garden bed within 14 days of the date of that notice, failing which it the Owners Corporation shall be entitled to carry out that specified action at the Lot owner's cost which shall be the actual costs incurred by the Owners Corporation of carrying out that specified action, including GST ("the gardening costs").
- (g) For the purpose of clause (e) above, the Owners Corporation may levy a payment as a charge on the owner of a Lot for the gardening costs, by serving written notice of the gardening costs on the owner.
- (h) The gardening costs, if not paid at the end of one month after the amount becomes due and payable, bear, until paid, simple interest at an annual rate of 10 per cent or such other rate as is fixed from time to time by the Strata Schemes Management Regulation 2005 (NSW) for the purpose of section 79(2) of the Strata Schemes Management Act 1996 (NSW).
- (i) The Owners Corporation may recover as a debt from the owner of a Lot, the gardening costs not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

**41. SPECIAL BY-LAW 22 – Exclusive Use Balcony/Courtyard Doors (registered 9 May 2010, REAPEALED 5 July 2023)**

**42. SPECIAL BY-LAW 23 – Service of Documents on Owner of a Lot by Owners Corporation (registered 8 March 2012) Dealing AG862620**

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

**43. SPECIAL BY LAW 24 – Whirly Birds (registered 8 March 2012) Dealing AG862620**

**A. Definitions:-**

For the purpose of this by-law:-

**Date: July 2023**

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- (i) the installation, repair, maintenance, replacement and removal of a whirlybird style roof ventilator serving a Lot are referred to as “the Works”;
- (ii) “roof ventilator” means a whirlybird roof ventilator measuring up to 450 millimetres in diameter (or such greater diameter as the Executive Committee may approve), and associated fixings and flashings;
- (iii) “The Owner” means the respective owner or owners from time to time of Lots 11 to 20 and Lots 96 to 104 in Strata Plan No. 74760, being a property known as 249-259 Chalmers Street, Redfern, New South Wales.
- (iv) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they shall have the same meaning as are attributed to those words in that Act.
- (v) “The Act” means the *Strata Schemes Management Act 1996* (NSW) as amended from time to time.
- (vi) The singular includes the plural and vice versa.
- (vii) Words implying a gender encompass all genders.

B. On the conditions set out in this by-law, the Owner of each of Lots 11 to 20 and Lots 96 to 104 in Strata Plan No. 74760 shall have a right of exclusive use and enjoyment and a special privilege in respect of the roof of the building above his Lot, to install one or two roof ventilators, with the roof ventilators to be the same colour as the roof to which it is to be attached.

Prior to installing a roof ventilator, the Owner of each of Lots 11 to 20 and Lots 96 to 104 shall provide the Executive Committee with particulars of the size, shape, colour and exact location at which it is proposed to install the roof ventilator, and the Executive Committee shall approve the proposed installation provided it complies with this by-law and will achieve uniformity of colour, size and appearance with any other roof ventilator which has already been installed pursuant to this by-law.

**Conditions:-**

1. Subject to the conditions of this by-law, any other by-law and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must maintain the Works serving his Lot in a state of good and serviceable repair, and must renew or replace them when necessary.
3. The Owner must repair promptly any damage caused or contributed to by the Works serving his Lot, including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.
4. Before installing the Works, the Owner must provide the Owners Corporation with a certificate of currency for the duration of the Works of Contractors’ All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$5,000,000).
5. In exercising the special privilege, the Owner must:-
  - i. use premium-quality materials and carry out the Works in a proper and skillful manner and in accordance with the Building Code of Australia and all applicable Australian Standards;
  - ii. use a licensed tradesman to install, repair or remove the roof ventilator;
  - iii. comply with the manufacturer’s specifications in relation to the installation and use of the roof ventilator;
  - iv. carry out the Works between the hours of 7:30 am and 5:00 pm on Monday to Friday and 8:00 am to 1:00 pm on Saturday (excluding public holidays);
  - v. not obstruct or permit obstruction of lawful use of the common property during the course of the Works by tradesmen, building materials, tools or debris.
  - vi. remove from the common property immediately upon the completion of the Works, all debris, rubbish and materials created by or used in the carrying out of the Works.
6. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the installation or use of the roof ventilator.
7. The Owner may remove the roof ventilator, and after doing so must restore the common property to the condition it was in prior to the installation of the roof ventilator, and immediately make good any damage caused by removing the roof ventilator.
8. The Owners Corporation shall pay for the preparation, making and registration of this by-law.

**44. SPECIAL BY LAW 25 – Blinds (registered 8 March 2012) Dealing AG862620 (amended Feb 2022)**

1. This by-law does not apply to street-facing balconies.

A. **Definitions:-**

2. For the purpose of this by-law:-

- (i) “Blinds” means external blinds which must be wire-guided, adjustable and retractable and which must be of a louvre-type, similar in design, appearance and colour to the Vental Type 80a” blinds in standards “Aluminium 140” colour, as described in a letter from Giles Tribe Architects dated 27 January 2006;
  - (ii) The installation, repair, maintenance, replacement and removal of the Blinds are referred to as “the Works”;
  - (iii) “The Owner” means the respective owner or owners from time to time of all Lots in Strata Plan No. 74760, being a property known as 249-259 Chalmers Street, Redfern, New South Wales.
  - (iv) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they shall have the same meaning as are attributed to those terms in that Act.
  - (v) “The Act” means the *Strata Schemes Management Act 1996* (NSW) as amended from time to time.
  - (vi) The singular includes the plural and vice versa.
  - (vii) Words implying a gender encompass all genders.
- B. On the conditions set out in this by-law, the Owner of each of Lot in Strata Plan No. 74760 shall have a right of exclusive use and enjoyment of that part of the common property to which the Blinds serving his Lot are affixed, and a special privilege in respect of that part of the common property to install and maintain the Blinds.

**Conditions:-**

- 1. Prior to installing the Blinds, the Owner shall provide the Executive Committee with particulars of the design, size, shape and colour of the Blinds to be installed, and the exact location at which it is proposed to install the Blinds, and the Executive Committee shall approve that proposed installation of the Blinds provided it complies with this by-law and will achieve uniformity of appearance with other Blinds which have already been installed pursuant to this by-law or repealed by-law 3.
- 2. The Blinds shall be fixed to common property at the bottom of the concrete hob of the balcony adjacent to a Lot, and shall have a wire guidance system installed inside the balcony balustrade to ensure stability of the Blinds in wind;
- 3. The Blinds shall be fixed to the balcony hob using chemical-type fixings to avoid introduction of moisture into the concrete slab;
- 4. The Blinds shall be fitted to the underside of concrete balconies, and not to the outside face of balconies, using expansion-type masonry anchors.
- 5. Subject to the conditions of this by-law, any other by-law and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 6. The Owner must maintain the Works serving his Lot in a state of good and serviceable repair, and must renew or replace them when necessary.
- 7. The Owner must repair promptly any damage caused or contributed to by the Works serving his Lot or by the installation, repair, maintenance or removal of the Blinds, including damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.
- 8. Before installing the Works, the Owner must provide the Owners Corporation with a certificate of currency for the duration of the Works of Contractors’ All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$5,000,000).
- 9. In exercising the special privilege, the Owner must:-
  - i. use premium-quality materials and carry out the Works in a proper and skilful manner and in accordance with the Building Code of Australia and all applicable Australian Standards;
  - ii. use a licensed tradesman to install, repair or remove the Blinds;
  - iii. install the Blinds using stainless steel fixings to avoid corrosion and staining of the exterior of the building;
  - iv. comply with the manufacturer’s specifications in relation to the installation and use of the Blinds;

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- v. carry out the Works between the hours of 7:30 am and 5:00 pm on Monday to Friday and 8:00 am to 1:00 pm on Saturday (excluding public holidays);
  - vi. not obstruct or permit obstruction of lawful use of the common property during the course of the Works by tradesmen, building materials, tools or debris.
  - vii. remove from the common property immediately upon the completion of the Works, all debris, rubbish and materials created by or used in the carrying out of the Works.
10. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the installation or use of the Blinds.
11. The Owner may remove the Blinds, and after doing so must immediately restore the common property to the condition it was in prior to the installation of the Blinds and make good any damage caused by removing the Blinds.
12. The Owners Corporation shall pay for the preparation, making and registration of this by-law.

#### **45. SPECIAL BY LAW 26 – Car Space Storage (Registered February 2015) Dealing AJ261283**

##### **A. DEFINITIONS**

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

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender
- (iii) Words defined in the *Strata Schemes Management Act 1996* have the meaning given to them in that Act;
- (iv) “Storage unit” means a free-standing storage unit which is commercially made for the purpose of storage, for installation in the parking space part of the Owner’s Lot, or within a common property parking space in respect of which an Owner has been granted exclusive use pursuant to a registered by-law (hereinafter called “an exclusive use parking space”). The unit shall have adjustable leg-stand height, be constructed from light grey professionally painted aluminium, steel or similar, and stand wholly within the parking space part of the Owner’s Lot or wholly within an exclusive use parking space, provided it leaves sufficient room within that parking space for a motor vehicle or motor cycle to park wholly within the boundaries of the parking space.
- (v) “The services” means fire safety equipment, water pipes, gas pipes, waste pipes, light fittings and wiring, conduit containing wiring, and other common property services that run above or through or which are immediately adjacent to an Owner’s parking space.

- B. On the conditions set out in this by-law, the owners from time to time of each Lot in Strata Plan No. 74760 (“the Owner”) shall be permitted to place and maintain wholly within the parking space part of his or her Lot, a storage unit.

##### **C. CONDITIONS**

- 1. Loose or unsightly items are not to be stored within car spaces except for bicycles or wheelchairs unless they are fully contained and enclosed within a storage unit or otherwise approved by the Executive Committee.
- 2. Any storage unit shall be maintained by the Owner in a state of good and serviceable repair and in a clean and tidy condition and the Owner shall be responsible for ensuring that leaks from stored items do not occur and for cleaning up and arranging for associated repairs if they do occur. Failure to do so may result in the Owners Corporation arranging cleaning and repairs at the Owners expense.
- 3. The Owner or occupier of a Lot shall not store within a storage unit any inflammable chemical, liquid or gas or other highly inflammable material.
- 4. The Owner is responsible for repairing or replacing any common property damaged during the installation and removal of the storage unit.
- 5. The Owner shall keep the storage unit wholly within the parking space part of his or her Lot, but shall not place it against any common property vent, fire safety equipment or pipe, water, waste or gas pipe or isolators or locate it within 50cms of any fire sprinkler.
- 6. The Owner must not obstruct or permit obstruction of lawful use of the common property during the course of the installation of the storage unit or allow the storage unit to impede access to or egress from common property or the parking space part of any other Lot in the strata scheme, and the Owner shall obtain.
- 7. In the event that the Owners Corporation requires access to any part of the common property adjacent to the storage unit, it shall give the Owner 48 hours prior written notice that the Owner is to move the storage unit at his or her own cost to allow access to common property, except in the event of an emergency, in which case the Owner hereby permits the Owners Corporation by its servants or agents to move the storage unit for the purpose of addressing the emergency, and in that event, the Owner shall indemnify the Owners Corporation in respect of any loss or damage to the storage unit or its contents by it being moved to address that emergency.

8. In the event that an Owner fails to comply with a written request by the Owners Corporation to move a storage unit, the Owners Corporation by its servants or agents may move the storage unit for the purpose of inspecting, repairing or replacing any part of the common property or any one or more of the services.
9. The storage unit shall remain the Owner's property.
10. Subject to compliance with clause 5 above and clauses 11, 12, and 13 below, the Owner shall place the storage unit at the rear of the parking space part of the Owner's Lot in a position that permits a motor vehicle or motor cycle to be parked wholly within the parking space part of the Lot, or in such other location within the parking space part of the Lot as is directed by or agreed to by the Executive Committee.
11. The Owner shall not affix the storage unit to the floor slab, ceiling slab, column or rear wall of the parking space part of the Lot without prior approval of the Owners Corporation, but shall keep the storage unit as a free-standing unit.
12. If any of the services runs above or through or is immediately adjacent to an Owner's parking space, he or she shall not obstruct access to that service or those services by the storage unit.
13. Prior to installing a storage unit, an Owner shall complete Car-space Storage Request form that is substantially in accordance with the draft form annexed hereto and shall submit that form to the Executive Committee for approval, and the Owners shall not be permitted to install the storage unit until such time as the Executive Committee has approved the make, style, appearance, dimensions and exact location in which it is to be placed, and such approval shall not be unreasonably be withheld provided these specifications comply with the conditions contained in this by-law. Applications for installation of storage units will not be accepted from tenants or other occupant. Any such application must be made by the Lot Owner.
14. At the time of sale of apartment either the storage unit shall be removed or the new owner shall re-apply for continuing approval of the storage unit.
15. All goods stored in the storage unit are stored at the risk of the Owner or occupier of the Lot and the Owners Corporation shall not be liable for the loss of or damage to any goods stored in the storage unit or for any damage to the storage unit itself.
16. The Owner shall indemnify the Owners Corporation against all loss and damage arising from the installation, removal, repair, maintenance and use of the storage unit.

**Note:** A template storage unit application form has been annexed for convenience.

#### **46. SPECIAL BY LAW 27 – A By-Law with Respect to Short-Term Letting (Replaced February 2023)**

##### **Short-term letting**

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##### **1.1 Prohibition on short-term rental accommodation arrangements**

An owner or occupier of a lot must not use a lot for the purposes of a short-term rental accommodation arrangement.

In this by-law, **short-term rental accommodation arrangement** has the same meaning as in section 54A of the *Fair Trading Act 1987*.

**Note.** *At the time of making of this by-law, a "short-term rental accommodation arrangement" includes a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time.*

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

The owner or occupier of a lot must ensure that their lot is only used in accordance with any applicable law, and is not used for any purpose that is prohibited by law.

##### **1.3 Residential Tenancies Act**

(a) An occupier of a lot who is not also an owner of that lot and is over the age of 18 years must be a party to a current residential tenancy agreement in respect of the lot to which the Residential Tenancies Act 2010 (NSW) applies, unless that occupier permanently resides with another occupier of the lot, and that other occupier is a party to such an agreement.

(b) An owner or occupier of a residential lot must comply with any obligation they may have under section 258 of the Strata Schemes Management Act 2015.

**Note.** *Section 258 of the Strata Schemes Management Act 2015 requires lessors and sub-lessors to provide certain details to the owners corporation in respect of those leases or sub-leases or their assignment.*

(c) Owners and occupiers of lots must comply with any obligation they may have under the Residential Tenancies Act 2010 (NSW).

(d) An owner or occupier of a lot must provide to the owners corporation a copy of any residential tenancy agreement to which they are a party in relation to the lot.

##### **1.4 Duration of tenancies**

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An owner or occupier of a residential lot may only lease or sub-lease their lot in whole or in part (or permit their lot to be so leased or sub-leased):

- (a) for a fixed term; and
- (b) where the duration of that fixed term is at least 90 days;

except in the case of a periodic tenancy continuing after the end of a fixed term residential tenancy agreement.

#### **1.5 Principal place of residence**

- (a) Clause 1.1 of this by-law only applies if the lot concerned is not the principal place of residence of the person who, pursuant to the short-term rental accommodation arrangement, is giving another person the right to occupy the lot.
- (b) This by-law does not operate to prevent a lot being used for the purposes of a short-term rental accommodation arrangement if the lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.

#### **1.6 Use of a lot for short-term rental accommodation**

- (a) An owner or occupier of a lot who uses their lot for short-term rental accommodation in accordance with clause 1.5 above, must:
  - (i) comply with all requirements of the NSW Fair Trading Code of Conduct for the Short-term Rental Accommodation Industry, as amended from time to time ("**Code**"); and
  - (ii) provide the owners corporation with prior written notice of the details of any guests that are to use their lot under a short-term rental accommodation arrangement, including the names and contact details of such guests; and
  - (iii) not store any access keys on the common property, nor affix or place any key lockboxes on any part of the common property, for the purpose of providing access for short-term rental accommodation.
- (b) For the avoidance of doubt, a breach of the Code amounts to a breach of this by-law.
- (c) If the owners corporation suspects that an owner or occupier is in breach of the Code, without limiting any other remedies available to it, it may notify NSW Fair Trading of that breach.

#### **1.7 Liability for occupiers and invitees**

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

#### **1.8 Interpretation**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and

- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

#### 1.9 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

#### 1.10 Severability

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### 47. SPECIAL BY LAW 28 – Provision Of Electricity Services (Registered October 2016) Dealing AK820330C

1. The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots (**electricity supply services**):

- (a) the purchase of electricity that is supplied to one or more of the lots or to the owners or occupiers of one or more of the lots;
- (b) the supply, “on sale” or “on supply” of electricity to one or more of the lots or to the owners or occupiers of one or more of the lots;
- (c) the management and administration of the provision of the amenities or services specified above.

2. Without limiting clause (1), the electricity supply services may include (**other electricity supply services**):

- (a) the installation of additional electrical infrastructure on the common property or one or more of the lots (**new electrical infrastructure**);
- (b) the connection of one or more of the lots to existing and new electrical infrastructure;
- (c) the servicing, maintaining and repairing of the new electrical infrastructure;
- (d) disconnecting and reconnecting one or more of the lots to existing or new electrical infrastructure or the owners or occupiers of one or more of the lots to the electricity supply services;
- (e) charging the owners or occupiers of one or more of the lots for the connection of their lots to the new electrical infrastructure or the provision to them of the electricity supply services;
- (f) receiving funds paid by the owners or occupiers of one or more of the lots for the connection of their lots to the existing or new electrical infrastructure or the receipt by them of the electricity supply services;
- (g) managing and administering the services specified above including:
  - (i) establishing a system of accounts and invoices that are issued to the owners or occupiers of one or more of the lots for the connection of their lots to the new electrical infrastructure or the provision to them of the electricity supply services;
  - (ii) recovering from the owners or occupiers of one or more of the lots amounts due and payable by them for the connection of their lots to the new electrical infrastructure or the provision to them of the electricity supply services including interest.

3. The arrangements for the provision of the electricity supply services and the other electricity services to one or more of the lots or to the owners or occupiers of one or more of the lots may include (without limitation):

- (a) the entry into an agreement between the owners corporation and the operator of electricity management services for the provision of some or all of the electricity supply services by the operator on behalf of the owners corporation; and
- (b) the appointment by the owners corporation of that operator as its agent for that purpose;

including to allow the implementation of a discounted electricity supply to the common property and to one or more of the lots, or the owners or occupiers of one or more of the lots.

4. If the owners corporation makes a resolution referred to in clause (1) to provide electricity supply services to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

#### **48. SPECIAL BY LAW 29 – Minor Renovations (Registered November 2017) Dealing AM869664V**

That under section 110(6)(b) of the *Strata Schemes Management Act 2015* the Owners Corporation delegate to the strata committee its functions to consider, approve and impose conditions on owners requests to carry out minor renovations to common property under Section 110 of the *Strata Schemes Management Act 2015*.

#### **49. SPECIAL BY LAW 30 – Lot 29 Renovations (Registered August 2020) Dealing AQ297463**

##### **1. Introduction**

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This by-law gives the owner of lot 29 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

##### **2. Definitions**

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In this by-law:

“**lot**” means lot 29 in Strata Plan No. 74760,

“**owner**” means the owner for the time being of the lot (being the current owner and all successors),

“**report**” means the structural engineer’s report of BSPR Consulting Engineers dated 11 February 2020, a copy of which is attached to this by-law, and

“**works**” means the alterations and additions to the lot and the adjacent common property described and shown in the report generally involving the removal of a load bearing wall, the installation of a supporting structural beam and renovations to the flooring, bathroom and kitchen of the lot and including:

##### **Wall Removal**

- removing the wall dividing living room and the study,
- installing a supporting structural beam supported by steel posts at each end.

##### **Flooring**

- removing the existing carpet floor coverings and polishing the concrete flooring underneath.

##### **Kitchen**

- removing the existing fixtures, fittings and appliances,
- installing new fixtures, fittings and appliances including joinery, benchtop, sink and tap, cooktop/stove, oven and range hood.

##### **Bathroom**

- removing the existing fixtures, fittings and accessories,
- removing the existing floor and wall tiles,
- waterproofing wet areas,
- tiling the floor and the walls,
- installing new fixtures, fittings and accessories including vanity, basin and tap, mirror, shower screen, shower head and tap, towel rail, toilet suite and toilet roll holder.

##### **3. Works Authorisation, Special Privileges & Exclusive Use Rights**

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The owners corporation:

- (a) authorises the works,
- (b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
- (c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

**Date: July 2023**

*DISCLAIMER: This set of by-laws has been drawn from the Owners Corporation’s records. Whilst every attempt has been made to ensure its accuracy it should not be relied upon for legal matters. The latest copy of the registered by-laws is available from NSW Land Registry Service.*

## **4. The Conditions**

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### **4.1. Before the Works**

#### **(a) Planning Approvals**

Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the Local Council, under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.

#### **(b) Insurance Certificate**

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance evidencing any home building compensation fund insurance for the works that is required under and complies with the Home Building Act 1989.

#### **(c) Engineer's Certificate**

Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer certifying that the works involving structural alterations will not detrimentally affect the structural integrity of the building or any part of it.

#### **(d) Costs of this By-Law**

Before commencing the works, the owner must pay all reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

### **4.2. During the Works**

#### **(a) Quality of the Works**

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

#### **(b) Licensed Contractors**

All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

#### **(c) Specifications for the Works**

The owner must ensure that the works are carried out and completed in accordance with the report and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

#### **(d) Time for Completion of the Works**

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

#### **(e) Work Hours**

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday.

#### **(f) Noise and Disturbance**

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

#### **(g) Location of the Works**

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

#### **(h) Transportation of Construction Equipment**

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.



**(i) Debris**

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

**(j) Protection of Building**

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

**(k) Daily Cleaning**

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

**(l) Storage of Building Materials on Common Property**

The owner must make sure that no building materials are stored on the common property.

**(m) Times for Operation of Noisy Equipment**

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

**(n) Vehicles**

The owner must ensure that no contractor'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.

**(o) Right of Access**

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

**(p) Cost of the Works**

The owner must pay all costs associated with the works.

**4.3. After the Works**

**(a) Completion Notice**

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

**(b) Restoration of Common Property**

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

**4.4. Enduring Obligations**

**(a) Maintenance of the Works**

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

**(b) Maintenance of the Common Property**

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

**(c) Repair of Damage**

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

**(d) Appearance of the Works**

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

**(e) Indemnity**

The owner will 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 works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

**(f) Compliance with all Laws**

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

**5. Breach of this By-Law**

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- (a) 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:
- (i) rectify that breach,
  - (ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and
  - (iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

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.

**50. SPECIAL BY LAW 31 – Installation of two external blinds – Lot 94**

**A. DEFINITIONS**

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

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 2015* (NSW) have the meaning given to them in that Act.
4. “The Act” means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
5. “The Lot” means Lot 94 in Strata Plan No. 74760.
6. “The Owner” means the owner or owners from time to time of the Lot.
7. “External Blinds” means two Sure Shade Superior 80C H2 W horizontal slat blinds, with each blind measuring 2489.5 mm in width and 2670 mm in height, and with wire side guides and a head box and pelmet to house the blinds when retracted. The pelmet is to be clear anodised metal with stainless steel metal end caps and guide pins and is to be affixed to the soffit or underside of the balcony over the balcony of the Lot. The horizontal slats are to be silver in colour.
8. “The Works” means the installation of External Blinds onto the terrace on the western side of the Lot and an associated motor within the Lot.

**B. RIGHTS**

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

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

**C. CONDITIONS**

## **Repairs and Maintenance**

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

## **Before the Works**

4. Before starting the Works, the Owner must provide the Owners Corporation with:
  - (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$20,000,000, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works);
  - (b) 5 days' notice in writing prior to the date of commencement of the Works; and
  - (c) details of the persons carrying out the Works, including the name and licence number of the contractor.

## **The Works**

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

## **Damage**

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

## **Indemnity**

7. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, the use of the External Blinds, and the repair, maintenance, renewal and replacement of the Works.

## **Right to Remedy Default**

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

**Date: July 2023**

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9. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C8 above.
10. All costs payable by the Owner pursuant to clause C8 above, shall be payable as a debt due to the Owners Corporation.

**Costs of by-law**

11. The Owner shall pay the costs of preparation, making and registration of this by-law.

**51. SPECIAL BY LAW 32 – Installation of External Vertical Blinds – Lot 77**

**A. DEFINITIONS**

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

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 2015 (NSW)* have the meaning given to them in that Act.
4. “The Act” means the *Strata Schemes Management Act 2015 (NSW)* as amended from time to time.
5. “The Lot” means Lot 77 in Strata Plan No. 74760.
6. “The Owner” means the owner or owners from time to time of the Lot.
7. “External Vertical Blinds” means five Australian Outdoor Living Smart Track vertical blinds, each measuring 2,900 mm in width and 1,800 mm in height in the colour “Ceramic” or “Slate Grey” and associated fixings and connections.
8. “The Works” means the installation of the External Vertical Blinds onto the existing pergola on the western side of the Lot by affixing to the underside of the existing pergola structure and anchoring them into the metal pole structures of the pergola or the adjacent masonry structure, with the External Vertical Blinds not to be visible from any other Lot in the strata scheme.

**B. RIGHTS**

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

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

**C. CONDITIONS**

**Repairs and Maintenance**

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

**Before the Works**

4. Before starting the Works, the Owner must provide the Owners Corporation with:
  - (a) evidence of currency for the duration of the Works of Contractors’ All Risks insurance cover to a minimum of \$20,000,000, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works);
  - (b) 5 days’ notice in writing prior to the date of commencement of the Works; and
  - (c) details of the persons carrying out the Works, including the name and licence number of the contractor.

**Date: July 2023**

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## **The Works**

In performing the Works, the Owner must:-

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

## **Damage**

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

## **Indemnity**

6. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, the use of the External Vertical Blinds, and the repair, maintenance, renewal and replacement of the Works.

## **Right to Remedy Default**

7. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
  - (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the parcel to carry out that work; and
  - (c) recover the costs of carrying out that work from the Owner.
9. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C8 above.
10. All costs payable by the Owner pursuant to clause C8 above, shall be payable as a debt due to the Owners Corporation.

## **Costs of by-law**

11. The Owners Corporation is to pay for the preparation and registration of this by-law.

## **52. SPECIAL BY LAW 33 – Air Conditioning - Penthouse Lot 101**

- a) The Owner of the Penthouse Lot is granted the exclusive use and enjoyment of that part of the common property where the air conditioning system servicing that Penthouse Lot is fitted and installed.
- b) The Owner of the air conditioning system servicing that Penthouse Lot and as such the Owner of the Penthouse Lot shall be responsible for the proper maintenance, servicing, and keeping in a state of good and serviceable repair, renewal and replacement of the air conditioning system servicing that Penthouse Lot without the expense of the owners corporation.
- c) The Owner of the Penthouse Lot shall bear the electricity costs associated with the air conditioning system servicing that Penthouse Lot including the periodical and other electricity supply accounts of the electricity supply authority in relation to the air conditioning system.

**Date: July 2023**

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- d) The Owner of the Penthouse Lot shall comply with the requirements of all relevant and responsible authorities and the reasonable requirements of the owners corporation with regards to the use and operation of the air conditioning system servicing that Penthouse Lot and, without limiting the generality of the foregoing, with respect to the level of noise emissions of the air conditioning system.
- e) The Owner of the Penthouse Lot is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the common property where the air conditioning system servicing that Penthouse Lot is fitted and installed.
- f) To the extent that this by-law conflicts with or is inconsistent with Special By-law 5 in dealing AQ93427K, this by-law will take precedence and must apply.
- g) In this by-law:

**“air conditioning system”** means

- a. the roof mounted air conditioning unit and condenser unit installed on the roof immediately above the Penthouse Lot’s bathrooms in September 2019 and which services the Penthouse Lot; and
- b. all other items necessary to or associated with the operation of the Penthouse Lot’s roof mounted air conditioning unit and condenser including all ductwork, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts;

**“Owner”** means the owner for the time being of the Penthouse Lot;

**“Penthouse Lot”** means Lot 101 in the strata plan no. 74760.

### **53. SPECIAL BY LAW 34 – Installation of Retractable Folding Arm Awning – Lot 77**

#### **A. DEFINITIONS**

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

- 1. Words importing the singular include the plural and vice versa.
- 2. Words importing a gender include any gender.
- 3. Words defined in the *Strata Schemes Management Act 2015 (NSW)* have the meaning given to them in that Act.
- 4. “The Act” means the *Strata Schemes Management Act 2015 (NSW)* as amended from time to time.
- 5. “The Lot” means Lot 77 in Strata Plan No. 74760.
- 6. “The Owner” means the owner or owners from time to time of the Lot.
- 7. “Awning” means a retractable folding arm awning measuring approximately 4.8 metres in width and with a projection of approximately 2.1 metres, to be affixed to the south-facing wall of the Lot above the two glass doors and below the roof guttering, the motor and cassette into which the awning closes, and all fixings and connections, and with the fabric to be a neutral colour.
- 8. “The Works” means the installation of the Awning.

#### **B. RIGHTS**

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

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

#### **C. CONDITIONS**

##### **Repairs and Maintenance**

- 6. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

**Date: July 2023**

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7. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
8. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

#### **Before the Works**

9. Before starting the Works, the Owner must provide the Owners Corporation with:
  - (d) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$20,000,000, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works);
  - (e) 5 days' notice in writing prior to the date of commencement of the Works;
  - (f) a swatch of the Awning fabric, to show the fabric colour to be used; and
  - (g) details of the persons carrying out the Works, including the name and licence number of the contractor.

#### **The Works**

10. In performing the Works, the Owner must:-
  - (k) use good-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
  - (l) comply with the Building Code of Australia and all pertinent Australian Standards;
  - (m) comply with the manufacturer's specifications in relation to the method of installation;
  - (n) not allow the obstruction of reasonable use of the common property in the course of installing the Awning, by building materials, tools, machines, debris or motor vehicles;
  - (o) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
  - (p) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
  - (q) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
  - (r) only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays);
  - (s) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out; and
  - (t) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

#### **Damage**

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

#### **Indemnity**

7. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, the use of the Awning, and the repair, maintenance, renewal and replacement of the Works.

#### **Right to Remedy Default**

8. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
  - (d) carry out all work necessary to perform that obligation;
  - (e) enter upon any part of the parcel to carry out that work; and
  - (f) recover the costs of carrying out that work from the Owner.
9. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C8 above.

**Date: July 2023**

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10. All costs payable by the Owner pursuant to clause C8 above, shall be payable as a debt due to the Owners Corporation.

#### **Costs of by-law**

11. The Owner shall reimburse the Owners Corporation for all costs for the preparation, making and registration of this by-law including any meeting costs if a meeting is held solely to consider this motion.

### **54. SPECIAL BY LAW 35 – EV (Electronic Vehicle) Charging for Individual Lot Application**

#### **DEFINITIONS**

**EV Charging Infrastructure** means the connection from the main distribution board to a sub-board, distribution box or any other device the owners corporation has installed to facilitate the connection of EV Charging Devices to the common property electricity supply of the building. That infrastructure may include various control mechanisms to control when electricity is supplied to EV Charging Devices and to facilitate billing of electricity usage to individual residents. EV Charging Infrastructure may also include cable trays and/or ducting or any other cable management infrastructure that facilitates connection of an EV Charging Device to the EV Charging Infrastructure. EV Charging Infrastructure is common property and is owned by the owners corporation.

**EV Charging Device** means a device used to connect the EV Charging Infrastructure to an EV for the purpose of charging the EV. The EV Charging Device is owned and supplied by the EV Owner.

**Consent Form** means the form attached to this by-law used to express a particular lot owner's consent to this by-law and all the conditions contained in it.

**Connection** means the alterations and additions to common property and/or a lot space required to enable an EV Charging Device to be connected to the EV Charging Infrastructure, carried out in accordance with:

- (a) a Scope of Works that has been approved under clause 3(b) of this by-law;
- (b) all other by-laws of the scheme (insofar as they apply); and
- (c) this by-law.

**Scope of Works** means:

- (a) a detailed description of any works required to be undertaken by the owners corporation to install or modify EV Charging Infrastructure; and
- (b) a detailed description of the works proposed to be undertaken by the lot owner in order to connect the EV Charging Infrastructure to an EV Charging device, a summary of which is included in the EV Connection Register annexed to this by-law (EV Connection Register).

**Connection Fee** means a fee determined by the owners corporation from time to time as a reasonable contribution by a lot owner to the costs of installation and maintenance of the EV Charging Infrastructure and a right to use that infrastructure.

**Usage Fee** means a fee determined by the owners corporation from time to time as a reasonable contribution to the cost of electricity used in charging an EV.

A term used in this by-law that appears in the Strata Schemes Management Act 2015 (NSW) (Act) has the same meaning as in that Act.

The singular includes the plural and vice versa.

Any use of the verb 'includes', or of words such as 'for example' or 'such as', do not limit anything else that is included in general speech.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

#### **RIGHTS**

1. Owners are granted a special privilege to install a Connection and a licence to use the common property immediately affected by their Connection on the conditions of this by-law.

**Date: July 2023**

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## CONDITIONS

2. Notwithstanding any other condition in this by-law, the special privileges and licences granted by this by-law are not effective until the relevant lot owner executes a Consent Form and delivers it to the owners corporation.
3. Before installing a Connection, the relevant lot owner must:
  - (a) submit a Scope of Works to the strata committee;
  - (b) obtain the strata committee's approval to the Scope of Works, such approval being given:
    - (i) in its discretion acting reasonably;
    - (ii) with or without requiring modification to the Scope of Works; and
    - (iii) subject to additional conditions (including payment of any Connection Fees or Usage Fees).
4. At least 14 days before commencing the installation of a Connection, the relevant lot owner must at the owner's cost provide to the strata committee:
  - (a) details of the licenced electrical contractor proposed to be used to perform the works (subject to approval by the strata committee, which the strata committee may in its discretion reasonably withhold), and any other relevant documentation requested by the strata committee in relation to the Scope of Works; and
  - (b) evidence of the proposed electrical contractor's all works insurance, workers compensation insurance and public liability insurance in an amount of not less than \$20 million effective throughout the period the work will be carried out.
5. When installing a Connection, the relevant lot owner must:
  - (a) continuously comply with the reasonable directions of the strata committee and the building manager as to permissible hours of work, movement of building materials on the parcel and the disposal of debris;
  - (b) ensure the Connection is installed in a proper and workmanlike manner by a suitably licenced and reputable electrical contractor that has been approved by the strata committee; and
  - (c) on completion of the work installing the Connection, provide written certification from the electrical contractor that the Connection:
    - (i) meets the relevant Australian electrical standards; and
    - (ii) does not compromise the structural integrity or safety of the building.
6. At all times, the relevant lot owner:
  - (a) must, at the owner's cost, properly maintain and keep the Connection in a state of good and serviceable repair and replace the Connection or any part of it as the strata committee may reasonably require from time to time;
  - (b) is liable for any damage caused to the common property or any lot as a result of the exercise of the rights under this by-law and/or the installation, maintenance or repair of the Connection, and make good that damage as soon as reasonably practicable after it has occurred;
  - (c) must indemnify the owners corporation against any loss or damage the owners corporation or the relevant lot owner reasonably suffers (including legal costs) as a result of the installation, maintenance or repair of the Connection and activities associated with them and pay those costs to the owners corporation on demand; and
  - (d) comply with any special conditions specified in the EV Connection Register.
7. The relevant lot owner must pay the Connection Fee and the Usage Fee on demand by the owners corporation. If not paid at the end of one month after the date on which it is due, any unpaid amount will bear simple interest at the same rate as unpaid contributions under the Act until paid and the interest will form part of that debt. The owner agrees that the owners corporation may record any amount owed under this by-law on the ledger for their lot as a contribution due and payable under the Act.

## GENERAL

8. Insofar as it may be necessary, the owners corporation specially resolves:
  - (a) pursuant to section 106(3) of the Act that:
    - (i) it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the Connection;

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- (ii) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme;
- (b) pursuant to section 108 of the Act that:
  - (i) owners may add to or alter the common property necessarily affected by their respective Connection for the purpose of improving or enhancing the common property; and
  - (ii) the relevant owner will be responsible for the ongoing maintenance of such common property.

## REMEDY

- 9. If an owner fails to comply with any obligation under this by-law, including any condition imposed under clause 3(b)(iii) or to make any payment required by clause 7, the owners corporation may:
  - (a) disconnect the relevant EV Charging Device from the EV Charging Infrastructure;
  - (b) carry out all work necessary to perform the owner's obligation under this by-law;
  - (c) upon reasonable written notice, enter onto any part of the owner's lot to carry out that work;
  - (d) recover the costs of carrying out that work from the relevant owner as a contribution recoverable under section 86(2A) of the Act; and
  - (e) include reference to that debt on levy notices and any other levy report or information.

## 55. SPECIAL BY LAW 36 – Lot 100 Works

### A. DEFINITIONS

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

- 1. Words importing the singular include the plural and vice versa.
- 2. Words importing a gender include any gender.
- 3. Words defined in the *Strata Schemes Management Act 2015* (NSW) have the meaning given to them in that Act.
- 4. "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
- 5. "The Lot" means Lot 100 in Strata Plan No. 74760.
- 6. "The Owner" means the owner or owners from time to time of the Lot.
- 7. "The Works" means the following works to be undertaken in relation to the Lot:

#### Solar tube skylights:

- (a) the installation of a Solatube skylight in the roof above each of the bathrooms of the Lot and in the roof above the entry lobby, with associated flashings and fixings for each skylight.

#### In the kitchen:

- (b) the removal of the dropped gyprock bulkhead to raise the kitchen height to the height of existing adjacent ceilings, and widening of the plasterboard ceiling from the entry through to the bedroom wing and to the northern side of the kitchen where the bulkhead is to be removed;
- (c) the removal and replacement of kitchen cabinetry, benchtops and appliances with new cabinetry, benchtop and appliances;
- (d) the removal and replacement of the sink, taps and splashback;

with no changes to the location of the sink waste, cooktop exhaust location or electrical and gas input locations;

#### Electrical works:

- (e) the removal of general power outlets and light switches and the installation of new general power outlets and light switches throughout the Lot;
- (f) the installation of LED lights throughout the Lot;
- (g) the removal and replacement of existing exhaust fans to the two bathrooms and laundry;

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In the bathrooms and laundry:

- (h) re-screed the floors of each bathroom and the laundry and lay new floor tiles over existing tiles to raise the floor level to the new floor level throughout the Lot;
- (i) remove and replace the toilet suits and basins in the bathrooms and install new toilet suits and basins in the same locations with no change to the waste pipes;
- (j) remove the laundry tub and install a new tub in the same location with no change to the waste pipe:

Flooring:

- (k) lay a new plywood floor substrate throughout the Lot (other than in the bathrooms) to raise the finished floor level by approximately 60 mm by placing 15 mm thick plywood over existing carpet on mounting-levelling blocks;
- (l) lay new parquet timber flooring over the plywood substrate in the kitchen, living and dining rooms and entry lobby and sand it and apply an oil finish to it;
- (m) lay new carpet and underlay in the bedrooms of the Lot over the plywood substrate; and (m1) the Owner is to provide to the Strata Committee the acoustic engineer's findings and recommendations for underlay which the owners agrees to lay,

Fireplace:

- (n) the installation of a new glass-fronted 'Real Flame' 1200 mm wide gas fire 'simulated' fire place in the lounge room and connection of it to the existing gas supply within the Lot, and the installation of a 100 mm diameter roof penetration for air intake and exhaust; and (n1) the Owner will retain AFT fire to report on the need for a fire collar or fire damper where the flue penetrates the ceiling and roof and if required install the equipment,

Entry doors:

- (o) reduce the height of the entry doors to the Lot to suit the altered floor height within the Lot, with the altered door to comply with all applicable fire safety requirements and the requirements of the National Construction Code and paint the doors black;

Lobby:

- (p) apply new panelling over the eastern side of the lobby wall immediately outside the Lot with full height timber veneer panels, being a section of wall that is approximately 3 metres in length; and
- (q) apply new 6 mm silver mirror cladding over the northern return lobby wall immediately outside the Lot, being a section of wall that is approximately 1 metre in length

with the panelling and cladding to be applied in those parts of the common property marked on the plan which is enclosed with the notice of general meeting at which this motion is to be considered.

**B. RIGHTS**

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

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

**C. CONDITIONS**

**Repairs and Maintenance**

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

**Date: July 2023**

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### **Before the Works**

4. Before starting the Works, the Owner must provide the Owners Corporation with:
- (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$20,000,000);
  - (b) a copy of the certificate of insurance relating to the works, under Section 92 of the *Home Building Act 1989* if the value of the works exceeds \$20,000;
  - (c) 5 days' notice in writing prior to the date of commencement of the Works;
  - (d) the name and licence number of the contractor who is to carry out the Works; and
  - (e) arrangements to manage any resulting rubbish or debris; and

### **Performance of Works**

5. In performing the Works, the Owner must:
- (a) use good-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
  - (b) comply with the National Construction Code and all pertinent Australian Standards;
  - (c) comply with the manufacturer's installation specifications;
  - (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
  - (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
  - (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
  - (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
  - (h) only perform the Works between the hours of 8:00 am and 5:00 pm from Monday to Friday and not at all on any Saturday, Sunday or public holiday; and
  - (i) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.
6. The Owner must comply, at his or her own expense, with any requirement or order of the local Council, or other authority, tribunal or court having jurisdiction, concerning the Works.

### **Damage**

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

### **Indemnity**

8. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a direct result of the performance, repair, maintenance, renewal or replacement of the Works or any failure by the Owner to maintain the Works in a state of good and serviceable repair.

### **Right to Remedy Default**

9. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may, after giving the Owner not less than 14 days' written notice of its intention to do so:
- (g) carry out all work necessary to perform that obligation;
  - (h) enter upon any part of the parcel to carry out that work; and
  - (i) recover the costs of carrying out that work from the Owner.

**Date: July 2023**

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10. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C9 above.
11. All costs payable by the Owner pursuant to clause C9 above, shall be payable as a debt due to the Owners Corporation.

#### **Costs of by-law**

12. The Owner shall pay for the preparation, making and registration of this by-law, and the strata managing agent's costs of convening and holding a general meeting to consider the motion if it is considered at an extraordinary general meeting.

### **56. SPECIAL BY LAW 37 – Grant of Exclusive Use of Common Property terrace on level to the owners of Lots 97, 98 and 100**

#### **A. DEFINITIONS**

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

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the Strata Schemes Management Act 2015 (NSW) have the meaning given to them in that Act.
4. "The Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.
5. "The Lots" means Lots 97, 98, and 100 in Strata Plan No. 74760.
6. "The Owner" means the owner or owners from time to time of the Lots.
7. "The Plan" means the plan annexed to this by-law identifying the Exclusive Use Area, being the level 4 common property terrace circled on the Plan.
8. "The Exclusive Use Areas" means the Common Property Terrace on level 4 of the at 249 Chalmers Street, Redfern, measuring approximately 4.76 metres by 1.02 metres, as circled on the Plan, with its boundaries being the upper surface of the existing terrace tiled floor to two metres above it except where covered, and the inner surface the existing walls and balustrading around the Common Property Terrace.
9. "The Works" means the following works to be carried out on the Exclusive Use Area at the cost of the Owners:
  - (a) the installation of a tap, a water pipe to connect the water supply to the tap;
  - (b) the placing of large pots containing soil, shrubs and herbs or other plants in the pots;
  - (c) the placing of pebbles on existing floor tiles and some additional pavers on top of the existing floor tiles, but without affixing the new pavers to the floor tiles.

#### **B. RIGHTS**

Subject to the conditions in paragraph C of this by-law, the Owners will have a right of exclusive use and enjoyment of the Exclusive Use Area, for the purpose of using the Exclusive Use Area as a garden, and to grow shrubs, herbs and other plants, and shall be permitted to allow occupiers of the Lots and invitees of the Owners and occupiers of the Lots to use the Exclusive Use Area.

#### **C. CONDITIONS**

##### **Repairs and Maintenance**

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owners shall be responsible for the maintenance of the tap, the connecting pipe to the taps, pots, soil, shrubs, herbs and plants planted in the pots, and pebbles and pavers placed over the existing tiles, and shall replace those items as necessary. The Owners Corporation shall remain liable for maintaining in a state of good and serviceable repair the existing floor tiles, walls and balustrading around the Exclusive Use Area.
3. The Owners shall maintain the Exclusive Use Area in a clean and tidy condition and shall ensure that any shrubs or plants within the Exclusive Use Area are kept trimmed and neat and do not encroach outside the Exclusive Use Area.
4. Prior to carrying out the installation of a tap and connecting pipe the Owners must provide the Owners Corporation with a certificate of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance

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office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of those works to a minimum of \$20,000,000) and the name and licence number of the contractor who is to carry out those works.

5. In carrying out the Works the Owners must:
- (a) use good-quality and appropriate materials and a licensed contractor to carry out the tap installation in a proper and skilful manner;
  - (b) comply with the National Construction Code and all relevant Australian Standards which apply as at the date the works are carried out;
  - (c) not place excessive weight on the Exclusive Use Area from pots, soil or plants placed on it so as to cause damage to any part of the common property;
  - (d) not allow the obstruction of reasonable use of the common property in the course of the works, by building materials, tools, machines or debris;
  - (e) transport all building materials, equipment, debris and other material through the common property as directed by the Owners Corporation;
  - (f) protect all areas of the building outside the Lots from damage by the works or by the transportation of building materials, equipment and debris;
  - (g) keep all areas of the building outside the Lots clean and tidy throughout the performance of the works;
  - (h) only perform the Works between the hours of 8:00 am and 5:00 pm from Monday to Friday and not at all on any Saturday, Sunday or public holiday;
  - (i) remove all debris generated by the works from the common property at the conclusion of each day during which the works are being carried out; and
  - (j) not deposit any debris or building materials generated by the works in the Owners Corporation's rubbish bins.
6. The Owners and occupiers of the Lots shall use and permit the use of the Exclusive Use Areas at the Owners' own risk.
7. The Owners must promptly repair any damage caused by the Works including damage to common property or the property of the owner or occupier of any Lot in Strata Plan No. 74760 at their own cost.
8. The Owners shall indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the Works, or the failure to repair and maintain the Works in a state of good and serviceable repair, and from the use of the Exclusive Use Areas by the Owners of occupiers of the Lots or their invitees.

#### **Right to Remedy Default**

9. If any of the Owners fails to comply with any obligations under this by-law, then the Owners Corporation may, after giving the Owner 14 days' prior notice of its intention to do so:
- (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the parcel to carry out that work; and
  - (c) recover the costs of carrying out that work from that Owner.
10. The Owners hereby authorise the Owners Corporation, by its servants, agents or contractors, to enter upon the Exclusive Use Area for the purpose of carrying out the work referred to in clause C9 above, or to obtain access to any part of the common property for which it requires access in order to inspect, repair or maintain the common property, by giving not less than 24 hours' notice to the Owners of its request for access, except in an emergency, in which case no request for access is required to be given.
11. All costs payable by the Owners pursuant to clause C9 above, shall be payable as a debt due to the Owners Corporation.

#### **Costs of by-law**

12. The Owner shall pay for the preparation, making and registration of this by-law, and the strata managing agent's costs of convening and holding a general meeting to consider the motion if it is considered at an extraordinary general meeting.

### **57. SPECIAL BY LAW 38 – Lot 31 Works**

#### **A. DEFINITIONS**

**Date: July 2023**

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

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the Strata Schemes Management Act 2015 (NSW) have the meaning given to them in that Act.
4. "The Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.
5. "The Lot" means Lot 31 in Strata Plan No. 74760.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Works" means the following works to be undertaken in relation to the Lot:

**In the bathroom:**

- (a) remove and replace wall and floor tiles and the waterproofing membrane using a polyurethane liquid membrane on the floors and acrylic membrane on the walls and build a new hob to the shower that is to be waterproofed and tiled;
- (b) remove all fixtures including joinery and wall and floor linings and install new plasterboard wall linings;
- (c) install new shower, shower head and wall mixer tap, new toilet, basin, taps and accessories including towel rails, robe hooks and toilet roll holder;
- (d) extend the hot and cold water pipes to new tap and shower head locations as necessary, and extend the existing waste drain to a new strip drain;

**In the en-suite:**

- (e) remove and replace wall and floor tiles and the waterproofing membrane, using a polyurethane liquid membrane on the floors and acrylic membrane on the walls;
- (f) remove all fixtures including joinery and wall and floor linings and install new plasterboard wall linings;
- (g) install a new free-standing bath, wall mixer and spout, new toilet, basin, taps and accessories including towel rails, robe hooks and toilet roll holder;
- (h) extend the hot and cold water pipes to new tap locations as necessary, and extend the existing waste drain to a new strip drain;

**In the kitchen:**

- (i) affix a tiled splashback on the kitchen wall;

**Electrical works:**

- (j) install new double general power outlets and associated wiring as necessary in the bathroom and kitchen;
- (k) install new LED strip lighting in joinery above the kitchen bench; and
- (l) reinstate lighting and power to the bathroom and en-suite.

**B. RIGHTS**

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

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

**C. CONDITIONS**

**Repairs and Maintenance**

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

**Date: July 2023**

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3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

#### **Before the Works**

4. Before starting the Works, the Owner must provide the Owners Corporation with:
  - (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$20,000,000);
  - (b) a copy of the certificate of insurance relating to the works, under Section 92 of the Home Building Act 1989 if the value of the works exceeds \$20,000;
  - (c) 5 days' notice in writing prior to the date of commencement of the Works;
  - (d) the name and licence number of the contractor who is to carry out the Works; and
  - (e) arrangements to manage any resulting rubbish or debris; and

#### **Performance of Works**

5. In performing the Works, the Owner must:
  - (a) use good-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
  - (b) comply with the National Construction Code and all pertinent Australian Standards including in relation to waterproofing;
  - (c) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
  - (d) complete the works within 12 weeks of the commencement date;
  - (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
  - (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
  - (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
  - (h) only perform the Works between the hours of 8:00 am and 5:00 pm from Monday to Friday and not at all on any Saturday, Sunday or public holiday; and
  - (i) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.
6. The Owner must comply, at his or her own expense, with any requirement or order of the local Council, or other authority, tribunal or court having jurisdiction, concerning the Works.

#### **Damage**

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

#### **Indemnity**

8. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a direct result of the performance, repair, maintenance, renewal or replacement of the Works or any failure by the Owner to maintain the Works in a state of good and serviceable repair.

#### **Right to Remedy Default**

9. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may, after giving the Owner not less than 14 days' written notice of its intention to do so:
  - (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the parcel to carry out that work; and
  - (c) recover the costs of carrying out that work from the Owner.

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10. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C9 above.
11. All costs payable by the Owner pursuant to clause C9 above, shall be payable as a debt due to the Owners Corporation.

**Costs of by-law**

12. The Owner shall pay for the preparation, making and registration of this by-law, and the strata managing agent's costs of convening and holding a general meeting to consider the motion if it is considered at an extraordinary general meeting.

**58. SPECIAL BY LAW 39 – Lot 98 Works**

**A. DEFINITIONS**

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

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 2015* (NSW) have the meaning given to them in that Act.
4. "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
5. "The Lot" means Lot 98 in Strata Plan No. 74760.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Plans" means the eleven pages of plans by Kate Mountstephens numbered SK01 to SK11 which are annexed to the notice of general meeting at which this motion is to be considered.
8. "The Works" means the following works to be carried out in the Lot at the Owner's cost:
  - (a) the removal of timber flooring from the entry and kitchen and laying of new engineered timber over minimum 5 mm Regupol acoustic underlay;
  - (b) the removal of carpet and underlay from the lounge/dining room and the hallway to the second and third bedrooms and laying of new engineered timber over minimum 5 mm Regupol acoustic underlay;
  - (c) the installation in the roof above the entry way of the Lot of 2 solar tube skylights measuring approximately 400 mm in diameter, and all necessary flashings and fixings;
  - (d) the removal and replacement of vanities and taps in each of the two bathrooms, with no other changes to be made to the bathrooms;
  - (e) the removal and replacement of the laundry tub and cabinet with the washing machine to be installed within the laundry cupboard, and replacement of the laundry taps and spout, with no other changes to be made in the laundry;
  - (f) the replacement and repositioning of 3 pendant lights in the dining area;
  - (g) the removal and replacement of all kitchen joinery and appliances, with the placement of a new kitchen island bench approximately 500 mm further away from the wall cabinetry;
  - (h) cap off the existing gas connection to the kitchen with no change to common property plumbing or electricity cables;
  - (i) the installation of new power outlets and lighting in the kitchen;
  - (j) relocation of the electrical distribution board on the back wall of the Lot by approximately 600 mm;
  - (k) the installation of a new storage unit within the entry area;
  - (l) the removal and replacement of timber decking on the terrace; and
  - (m) the removal and replacement of light fittings on the terrace and installation of an additional light fitting in the barbecue area and in the north-facing area outside the main bathroom;

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all in accordance with the Plans.

## **B. RIGHTS**

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

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

## **C. CONDITIONS**

### **Repairs and Maintenance**

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

### **Before the Works**

4. Before starting the Works, the Owner must provide the Owners Corporation with:
  - (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance or public liability insurance to a minimum of \$20,000,000, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works);
  - (b) a copy of an insurance certificate under Section 92 of the Home Building Act 1989 if the cost of the Works is to exceed \$20,000;
  - (c) 5 days' notice in writing prior to the date of commencement of the Works;
  - (d) the names and licence numbers of the contractors who are to carry out the Works; and
  - (e) a damages bond of \$2,000, or such other sum as is determined by the Strata Committee from time to time.

### **Performing the Works**

5. In performing the Works, the Owner must:-
  - (a) use good-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skillful manner;
  - (b) comply with the Building Code of Australia, National Construction Code and all relevant Australian Standards;
  - (c) not allow the obstruction of reasonable use of the common property in the course of carrying out the Works, by building materials, tools, machines, debris or motor vehicles;
  - (d) transport all building materials, equipment, debris and other material through the common property as directed by the Owners Corporation;
  - (e) give not less than 24 hours' prior notice to other residents of the strata scheme of the date on which jackhammering or percussion instrument tools will be used by placing a notice on the noticeboard;
  - (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
  - (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

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- (h) only perform the Works between the hours of 8:00 am and 5:00 pm from Monday to Friday and not at all on any Saturday, Sunday or public holiday;
- (i) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out; and
- (j) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

#### **Damage**

- 6. The Owner must repair promptly any damage caused or contributed to by the performance, repair, maintenance, renewal or replacement of the Works or by failing to maintain the Works in a state of good and serviceable repair, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

#### **Indemnity**

- 7. The Owner must indemnify the Owners Corporation against any loss or damage it suffers as result of the performance, use, repair, maintenance, renewal or replacement of the Works, or by failing to maintain the Works in a state of good and serviceable repair.
- 8. The Owners Corporation shall be entitled to apply all or any part of the damages bond to remedying for its benefit or the benefit of an owner or occupier of a Lot in the strata scheme, a breach on the part of the Owner of any obligation under this by-law, or any damage caused by the Works, and shall do so without prejudice to any other right it has under this by-law.
- 9. Should the Owners Corporation use all or any part of the damages bond, the Owner on request by the Owners Corporation must pay to the Owners Corporation a further sum, equal to the amount of the damages bond used by the Owners Corporation. The further sum shall form part of the damages bond and may be used by the Owners Corporation in accordance with this by-law.
- 10. The balance, if any, of the damages bond, is to be returned to the Owner within 14 days after an inspection of the completed Works by the building manager, provided the building manager is satisfied that all damage caused by the Works, if any, has been satisfactorily repaired.

#### **Right to Remedy Default**

- 11. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may, after giving the Owner not less than 14 days' prior notice in writing:
  - (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the Lot to carry out that work; and
  - (c) recover the costs of carrying out that work from the Owner.
- 12. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lot for the purpose of carrying out the work referred to in clause C11 above.
- 13. All costs payable by the Owner pursuant to clause C11 above, shall be payable as a debt due to the Owners Corporation.

#### **Costs of by-law**

- 14. The Owner shall pay for the preparation, making and registration of this by-law including all meeting costs of the Owners Corporation if an extraordinary general meeting is held to consider this motion.

#### APPENDIX. FORMS

- 01 Pet Request Form
- 02 Air Conditioning Installation Form
- 03 Car Space Storage Request Form
- 04 EV Charging Station Applicant Form

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