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## ANNEXURE A

### Consolidated By-Laws

#### STRATA PLAN 3840

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## **Preamble**

The Pines is a security controlled apartment complex of 39 apartments in a premier location in Manly. The Pines is zoned E4: Environmental Living and is a community of long term owners and residents. Short term letting is prohibited under current government regulations.

## **By-law 1 – Noise**

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

## **By-law 2 – Vehicles**

An owner or occupier of a lot must not park or permit the entry of any motor or other vehicle onto common property except to pick up or deliver passengers, furniture, other objects or tools and equipment to or from the goods entry on B2 Level (vehicle clearance 2.0 metres). Immediately after loading or unloading and as quickly as possible the vehicle must vacate the common property.

a) An owner or occupier of a lot may allow a vehicle of a tradesperson or visitor to occupy their own parking lot (clearance to Garages and other spaces is about 1.8 metres) but must not allow a tradesperson or visitor to park on common property and obstruct free movement of authorised vehicular traffic.

b) The Owners Corporation may reserve portions of common property on a recurring basis for tradespersons it employs such as general cleaner, pool service contractor, gardener or other contractors to park a motor or other vehicle on common property while undertaking repair, maintenance or renewal work for the Owners Corporation.

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

An owner or occupier of a lot must not obstruct the lawful use of common property by any person except on a temporary non-recurring basis.

a) An owner or occupier of a lot must not obstruct free access to or from a fire stair or an entry or exit on common property.

b) An owner or occupier of a lot must not erect a marquee or tent on common property.

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

An owner or occupier of a lot, except with the approval of the Owners Corporation must not cause damage to any lawn, garden, tree, shrub, plant or flower being part of or situated on common property.

## **By-law 5 – Damage to and maintenance of common property**

An owner or occupier of a lot must not install a security screen in the entry opening of a lot. An owner of a lot shall not alter the unit entry door, door hardware, paint finish, colour, light fittings or other items or devices of common property.

## **By-law 6 – Behaviour of owners and occupiers of a lot**

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

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

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

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

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

### **By-law 9 – Depositing rubbish/materials on common property**

An owner or occupier of a lot must not deposit or throw on common property any rubbish, dirt, dust, cigarette butts or other material or discarded item onto common property including onto the garbage room floor.

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

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

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

Except in the circumstances referred to in sub-clause a): an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows, doors and balustrades on the boundary of the lot, including so much as is common property.

a) The Owners Corporation is responsible for cleaning exterior glass that cannot be accessed by the owner or occupier of the lot safely or at all.

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

An owner or occupier of a lot must not use or store on the lot or common property any inflammable chemical, liquid, gas or other inflammable material.

a) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **By-law 13 – Changes to floor coverings & surfaces**

An owner or occupier of a lot must notify the Owners Corporation at least 21 days before change of any floor coverings or surfaces of the lot. The notice must specify the type of proposed new floor covering.

a) Removal and Replacement of Magnesite

Once the original floor surface is removed, the owner will allow access to the unit by the Owners Corporation Representative to inspect magnesite substrate. Should the Owners Corporation Representative determine the areas of magnesite are to be removed for the investigation and repair of concrete spalling or absorption of moisture or similar issues, then the Owners Corporation will undertake the investigation, repair and make good at its expense.

In order to facilitate any required repairs, the owner or occupant shall grant access to the Owners Corporation's nominated contractor in order to complete the works.

Where owners remove magnesite for their own purposes, then the cost of reinstatement of levelling and acoustic products shall be borne by the owner or occupier.

b) Acoustic Underlays

Acoustic underlays are required to be installed prior to the installation of new surface finishes, or where the magnesite has been removed and replaced with non-acoustic material. The cost of supply and installation of the acoustic underlay is to be borne by the owner or occupier.

c) This by-law does not affect any requirements under any by-law to obtain a consent to, approval for or any other authorisation for change of the floor covering of the surface concerned.

**By-law 14 – Floor covering underlay**

The Owners Corporation nominates the following minimum underlays for each type of surface finish:

Carpet – general carpet underlay is required in all circumstances except where magnesite has been removed beneath. Where magnesite has been removed then Regupol 6010 1 Omm (or equal) is required to be installed prior to the laying of new carpet.

Engineered timber flooring - Regupol 5512 (or equal) is required to be installed prior to the installation of engineered timber flooring.

Should another surface not detailed above be nominated, then the owner or occupier should seek direction from the Owners Corporation representative with regard to the type of underlay to be used. For example, if tiles are permitted, this would require underlay of Regupol 4515 4.5mm (or equal).

**By-law 15 – Garbage disposal**

An owner or occupier of a lot shall follow the current guidelines established by the Owners Corporation with respect to the amount, sorting and disposal of garbage. The guidelines sign posted in the Garbage room conform to current Council requirements for collection and disposal of garbage. Note: failure to follow Council's requirements may result in refusal by the council to dispose of the garbage.

a) Before garbage, recyclable materials or waste is placed in the receptacles, an owner or occupier of a Lot must securely wrap garbage, or in the case of tins or other containers completely drain them or, in the case of recyclable material or waste, separate and prepare it in accordance with the recycling guidelines, and

b) Comply with the local council's requirements for storage, handling and collection of garbage, waste and recyclable material, and place bins on the footpath for collection as required by Council.

c) Notify any loss of, or damage to council receptacles provided for collection of garbage, recyclable material or waste.

d) An owner or occupier of a lot must not leave unwanted items, materials or waste on top of bins or on the Garbage Room floor.

e) Cardboard boxes and cartons must be broken down and flattened so as to fit easily and be laid flat in the appropriate receptacle to conserve space.

f) Recycle items for Blue and Yellow lid bins must be removed from plastic carry bags before putting them in the bins.

g) Plastic wrappings or plastic carry bags must not go into bins with Blue or Yellow lids because the plastic causes damage to the recycle machinery and is the reason why all plastic bags; wrappings etc must go into Red Lid Bins the contents of which are disposed directly into landfill.

h) Furniture or parts thereof, building materials or any other item or object not approved for placement in a bin, must not be left in the garbage bin storage area.

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

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

### **By-law 17 – Appearance of lot**

The owner or occupier of a lot must not maintain within the lot, anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

### **By-law 18 – Change in use of lot**

Prior to seeking to change the existing use of the lot in any way that may affect the integrity of the building, common areas or costs associated with operating, insuring or maintaining the building, an owner of a lot must notify, and obtain approval from the Owners Corporation.

### **By-law 19 – Provision of amenities or services**

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 lots;

- a) Electricity or water supply,
- b) Garbage disposal.
- c) Telecommunications, cable, television and similar.

### **By-law 20 – Compliance with planning requirements**

The owner of a lot must ensure that the lot is not used for any purpose that is prohibited by law, and

- a) 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.

### **By-law 21 – Moving furniture or other objects on or through common property**

The Owners Corporation has resolved that furniture, large objects, building materials, appliances, tools and equipment must be transported through or on common property in accordance with that resolution and as follows:

- a) Deliveries and Removals are NOT PERMITTED via the Main Entry Foyer.
- b) Items to be delivered or removed must be taken to the B2 level for access to the Lift. The maximum vehicle clearance height is 2.0 metres.

- c) Before using the lift to transport furniture, large objects or building materials, an owner or occupier of a lot must erect protective lift blankets kept in the store on B2 level to shield the walls of the lift against damage and move the lift floor carpet into the B2 storage room. Upon completion each day the protective blankets must be returned to the B2 storage room and the carpets replaced in the lift. Note: Unit entry keys will access the Lift blanket store referred to above.
- d) If the delivery or removal vehicle is higher than 2.0 metres goods must be moved manually by trolley or other means, between the Street and B2 Level for access to and from the Lift.
- e) An owner or occupier of a lot is responsible to supervise and brief any person working on their behalf and ensuring requirements of this by-law are met.
- f) An owner or occupier of a lot shall be liable for any damage to common property caused by the deliveries and removals.
- g) The requirements of this by-law also apply to delivery and removal of items for and on behalf of the Owners Corporation.
- h) Notwithstanding the above the Owners Corporation may approve access through the lobby and BI entries in special circumstances.

### **By-law 22 – Change of occupant to be advised**

An owner must advise the Owners Corporation of the full name and contact numbers of an occupier of a lot immediately they take possession. If a lot is leased the owner must also provide the lessee with a copy of the by-laws and shall be responsible for adherence with those provisions by the occupant.

### **By-law 23 – Short term letting**

Short term letting for periods less than ninety (90) consecutive days for any purpose (e.g. Airbnb or equivalents) is prohibited by applicable zoning regulations.

### **By-law 24 – Real estate signs**

An owner of a lot who wants to sell may with approval of the Owners Corporation erect one only 'For Sale' sign on the 'north boundary' not more than 5 metres from the 'West' side boundary in such a manner as to not damage common property or plants. 'For Lease' signs are NOT permitted. Signs must not be affixed to common property or displayed in windows or on balconies.

- a) Approval shall be for a limited period determined by the executive committee. The sign must be removed immediately a sale has been agreed and shall not remain in place to advertise the sale.

### **By-law 25 – Personal insurance**

An owner or occupier of a lot is responsible for insurance of their own property other than items included under the definition of 'building' in Part 4, Section 81 of the Strata Schemes Management Act 1996 No. 138 and shall not make any claim upon the Owners Corporation or its servants for any loss or damage to furniture, goods, chattels, artefacts, clothing, jewellery, motor vehicle/s or other items due to loss or damage from matters such as burglary, theft, fire, bursting pipes, overflowing tanks or sewerage failure that may occur.



### **By-law 26 – Feeding birds not permitted**

An owner, occupier or visitor to a lot must not feed or encourage birds or cause or contribute to the creation of a nuisance likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using common property.

a) An owner or occupier of a lot must not place or leave food on a window sill, balcony or balcony rail of a lot or throw food onto common property or encourage birds to alight, land or perch on any part of a lot or on common property.

Note: Birds can be very noisy, a nuisance & a health hazard. White cockatoos, parakeets and pigeons can be destructive and shed unhealthy deposits, parasites, fleas, bird mites, lice and similar.

### **By-law 27 – Water and runoff**

An owner or occupier of a lot must ensure that water used for washing windows and balconies or for watering plants or shrubs or other purposes, does not flow, fall or drip upon the lot of another owner or onto common property.

a) An owner or occupier of the lot must not allow waste water or condensate from any air conditioner equipment to discharge onto or from common property or to create a nuisance to an occupier of another lot, it must be piped directly into the drainage system or collected and discharged into a receptacle or floor waste within the lot in which it is installed.

b) Periodic maintenance or cleaning of balcony tiles must be by sweeping, mopping or similar to avoid water runoff.

### **By-law 28 – Garage doors to be kept closed and locked**

An owner or occupier of a lot must ensure the garage door is shut and locked to maintain security at all times when not being used to enter or depart the lot. Garage doors have frequently been damaged by high winds arising from the failure to keep doors closed and locked and thefts have occurred because unlocked garage doors provide easy access for thieves to cut through the wire dividers between parking lots to gain access into adjoining lots.

### **By-law 29 – Smoking in common areas & fire hazards**

An owner, occupant or visitor of a lot must not smoke in any common property areas due to health & safety issues and sensitive 'Smoke Detectors' in those areas which if activated will call the Fire Brigade, for which a substantial charge may be levied. Offenders or their host shall be responsible for any costs arising from a breach of this by-law.

a) An owner or occupant of a lot must not permit a garage area to become cluttered with papers, rubbish or other items that may constitute a fire hazard.

### **By-law 30 – Swimming pool**

The swimming pool is for use and enjoyment of an owner or occupier of a lot. Residents wishing to use the swimming pool must comply with the following guidelines to ensure the security, safety and enjoyment of those who use the facility and for compliance with health and safety requirements.

a) Only residents are permitted to use the swimming pool except that guests are permitted by invitation and in company of the owner or registered occupier of a lot.

b) Use of the swimming pool is restricted to the hours between sunrise and 10 pm.

- c) Noisy or boisterous behaviour is not permitted. Consideration must be given to the rights of owners or occupants of the adjoining properties to quiet and privacy.
- d) Children under the age of 12 must be accompanied by a resident adult who must be responsible for their supervision, behaviour and safety.
- e) Surf boards, float boards, hard balls or similar are not permitted in the pool enclosure.
- f) Pool parties are not permitted in the pool enclosure.
- g) Alcohol consumption is not permitted in the pool enclosure.
- h) Glass or other containers liable to shatter or splinter if broken are not permitted inside the pool enclosure. Safety doors or gates must be kept closed at all times and never propped open.

### **By-law 31 – Roof access**

An owner or occupier of a lot must not enter the roof area except at their own risk.

### **By-law 32 – Reporting defects or complaints**

An owner or occupier of a lot becoming aware of any damage to electrical wiring, cables, leaks in water or drainage pipes, ducts or ventilation systems, lift or similar defects in common property shall immediately notify the managing agent so remedial work can be undertaken. All other complaints shall be addressed to the managing agent in writing.

### **By-law 33 – Common property locks**

The Owners Corporation pursuant to Section 62(3)(a) determines that repair and replacement of locks and keys to unit mail boxes & garage doors, and replacement only of unit entry door keys shall be the responsibility of the lot owner.

### **By-law 34 - Barbecues**

Because of fire risk and unpleasant fumes, an owner or occupier of a lot must not use a barbecue fired by charcoal; briquettes, wood, or other combustible material on a balcony. Due to high wind risk, balcony barbecues must be strongly anchored to floor. Weight of barbecue alone has proved insufficient to withstand wind gusts.

### **By-law 35 – Procedure to change or alter a by-law**

To change or alter a by-law shall require a special resolution passed at a general meeting of the Owners Corporation in compliance with Section 21(2)(a) of the Strata Schemes Management Act 1996 No 138.

### **By-law 36 – Alterations or renewals in a lot**

Conditions of approval: An owner of a Lot must apply to the Owners Corporation in writing of the intention to renovate and must first obtain written approval of the Owners Corporation and comply with all conditions of such approval.

Noise must be kept to a minimum. Noise generating work shall not commence before 8:00am and be completed by 4.00pm, otherwise hours of work shall be between 7:00am and 5:00pm Monday to Friday. There is to be no work on weekends or public holidays (unless in the case of emergency).

- a) An owner of a lot must submit drawings (if structural changes are involved) and specifications to show the detail and extent of the proposed work and shall if required provide a certificate of structural adequacy from an accredited structural engineer.
- b) During renovations all heat & smoke detectors must be protected against the alarm being activated by smoke, heat or dust generated by the building works. To do so, tape protective sheeting or similar over detectors. Refer to By-Law 29.
- c) An owner of a lot shall obtain and comply with all statutory requirements in relation to building works (Refer to By-law 13 'Changes to Floor Coverings and Surfaces') and must comply with all by-laws and written 'conditions of approval' of the Owners Corporation.
- d) An owner of a lot must 'take out' and maintain a contractor's all works insurance policy as required under the Home Building Act 1989 (if applicable) including workers compensation insurance and public liability insurance in the amount of ten million dollars in the joint names of the owner of the lot and the Owners Corporation to cover the works.
- e) An owner of a lot must ensure that all works are completed in accordance with the 'conditions of approval' in a proper and workmanlike manner, by accredited and licensed contractors and must protect common property from damage by the works or by transportation of construction equipment and materials on or through common property. Keep all areas outside the owner's lot clean and tidy during the period of the works and remove all debris, waste and other materials resulting from the renovations from the common property on a regular basis.
- f) An owner of a lot consents to a representative of the Owners Corporation to enter the lot during and at completion of the works to ensure compliance with the conditions of approval of these by-laws.
- g) An owner of a lot shall indemnify the Owners Corporation against loss or damage suffered by the Owners Corporation either directly, through a lot owner or third party as a result of the performance, maintenance or rectification of any works on any lot or common property, such loss or damage shall include legal costs and costs of expert reports. The owner shall pay to the Owners Corporation the sum claimed under this by-law within 14 days of the date of written demand by the Owners Corporation.
- h) An owner of a lot doing alterations or renewals must also comply with the requirements of By-laws 2, 3 & 21.

#### 1) Water Heaters & Drainage Tray

The owner or occupier of the unit is responsible for the costs associated with the repair, maintenance or replacement of the hot water heater and associated trays.

An owner of a lot replacing a hot water heater must install a pressure reduction valve and a metal drainage tray under the heater not less than 75mm deep to hold leaked water and be fitted with a continuous drainage line not less than 20mm diameter routed to discharge into a bath room, shower enclosure, laundry floor waste or other suitable location. Any lot not fitted with a drainage tray and continuous drainage line must comply next time a water heater is replaced.

The Owners Corporation plumbing representative shall undertake an annual inspection of all units on a nominated day to inspect the condition of the hot water heaters and trays. The owner or occupier shall allow access on the nominated day to enable the inspections to be completed.

Where the Owners Corporation plumbing representative determines that the hot water heater or tray is defective or requires maintenance, then the Owners Corporation shall provide written notice to the affected unit owner instructing the owner to resolve the

nominated issue at the owner's expense. The owner is required to have the issue resolved within a period of 8 calendar weeks from the date of the letter.

## 2) Air Conditioners & Condensate Disposal

An owner of a lot may install an air conditioner and must first obtain a written approval of the Owners Corporation. Air conditioner units must be sited on a balcony below the level of the balcony balustrade located to minimise noise nuisance to an adjoining lot. Air conditioners must not be installed in walls, window or door openings. Air conditioner units must provide a drainage system to collect all water or condensate from the operation of any air conditioner equipment, to be piped directly into the balcony spitter channel(s)

## 3) Renewal of Tiles in a lot & Waterproofing.

An owner of a lot must first obtain the written approval of the Owners Corporation to retile the floor or walls in a kitchen, laundry, bathroom, toilet or en-suite. It is not permitted to lay new tiles over old tiles. Remove all old tiles and underlying screeds and notify the Owners Corporation to inspect to determine if structural repairs are needed before waterproofing is applied. Apply a minimum of three coats of approved waterproof membrane by a licensed applicator carried up the perimeter walls 100mm, except in a shower enclosure or if a shower is located over a bath then waterproofing shall be carried up to a height of 1800mm.

Floor tiles must be laid using an industry approved adhesive, graded to floor wastes to ensure water spills discharge into drainage lines provided to prevent flooding.

## 4) Balcony sliding doors and balcony waterproofing/tiling

An owner or occupier of the lot must notify the Owners Corporation at least 21 days before change to the balcony doors or tiles, including confirmation of the selected contractor. Works are to proceed as per the minimum standards set out below:

Minimum standards have been established for balcony sliding doors and balconies to minimise the risk of damage (now or future) to Owners Corporation property.

It is recognised that the owner of the lot is responsible for the cost of all works (both to balcony doors and balconies), except where concrete spalling repairs or cavity repairs are identified during inspections by the Owners Corporation representative. Where the Owners Corporation are responsible for the repairs, they may elect to engage an independent contractor to undertake the works.

### *Balcony Doors*

Upon removal of the existing doors the door hob shall be inspected by the Owners Corporation representative. The cost of the inspection shall be borne by the Owners Corporation.

The existing alcove sub sill flashing shall be removed and the door hob shall be repaired to a reasonable state in preparation for the application of the new membrane. The door hob shall be waterproofed with Ardex WPM 002 (or equal) as per the manufacturer's written instructions. The extent of waterproofing shall include the top of the hob, the external vertical face and 100mm onto the adjacent balcony surface. The membrane shall be terminated on the top of the internal edge of the hob, using a 20mm x 20mm aluminium angle mechanically fixed and sealed.

The new doors shall have a water rating of 600 pascals (commercial frame) and the relevant wind ratings, and be finished in 25um silver anodising. The door shall include a sub sill tray, with the ends boxed and sealed.

### *Balcony tiles*

If replacing balcony tiling, then doors must be removed to allow for inspection and correction of area under the doors, as well as waterproofing of hob. Refer to By-Law 36 h (4) Balcony Doors. It is likely that the old doors cannot be replaced and therefore new doors will need to be installed at owners' cost. Refer to By-Law 36 h (4) Balcony Doors.

The existing tiles and screed must be removed from the balcony if new tiles are proposed to be installed. The substrate must be inspected by the Owners Corporation representative. The cost of the inspection will be borne by the Owners Corporation.

The balcony surface shall be graded to the existing spitter channels with a minimum of one degree fall. The original concrete slab shall be primed with Ardex WR Prime prior to the application of the new grading screed and the grading screed shall include Ardex WPM 405 to act as a bonding agent. All materials shall be installed as per the manufacturer's written instructions.

The surface of the grading screed shall be primed with Ardex WPM 300 and two coats of Ardex WPM 002 membrane. Where balcony doors and hobs are being undertaken simultaneously then the membrane shall overlap 100mm onto the balcony hob membrane system.

New tiles shall be fully vitrified with a minimum slip rating of RI 1.

The tiles are to be directly stuck to the WPM002 membrane using Ardex Optima. The tiler should ensure that there is not more than 90% coverage on the underside of the tile to avoid air pockets. The tiles should be grouted with Ardex FG 8.

Alternative materials can be used, provided they are equivalent to the materials nominated above.

5) An approval given by the Owners Corporation

Approvals given by the Owners Corporation cannot authorise any addition, alteration or attachment of any item to common property including within a balcony area forming part of a lot that shall alter the architectural design or change the external appearance or character of the building or diminish the outlook of an owner of another lot.

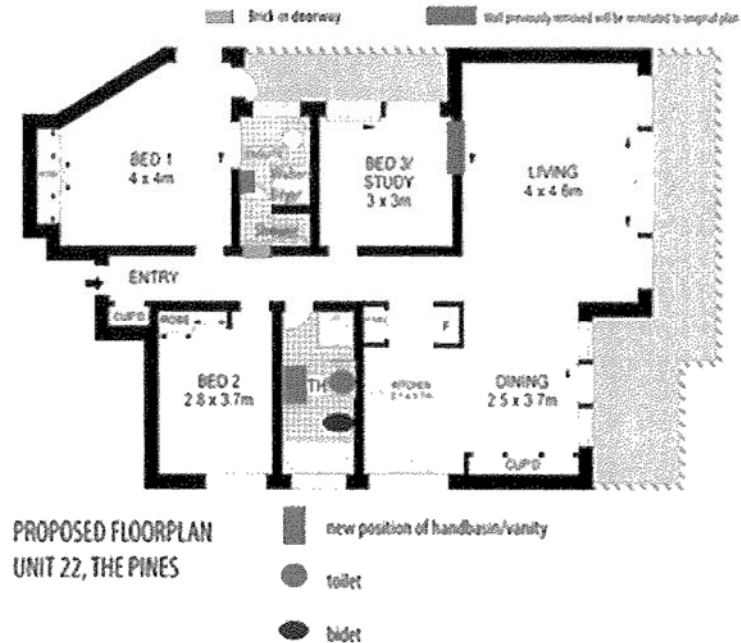
### **Special by-law no. 1 – Building works (lot 22)**

The purpose of this motion is to make a by-law, which authorises the owner of lot 22 to renovate as per Proposal by Owner to Renovate Unit 22/51-53 The Crescent Manly. The works are described in clause 1.16 of the by-law.

The by-law gives the current and future owners of lot 22 full responsibility for the ongoing maintenance of the common property affected by the Works. The current and future owners of lot 22 will indemnify the Owners Corporation in respect of anything arising out the works.

### **SCOPE OF WORKS:**

- The previously removed section of wall between Bed 3 and Lounge will be reinstated, and minor changes to main bathroom incorporating a bidet. Current doorway to Laundry will be bricked up, and the non-loadbearing section of the wall adjacent to shower will be removed. Current Laundry will become shower, and washer and dryer will be double mounted in place of current shower. See engineer's recommendation attached. Narrow vanity will be fitted as shown. Proposed alterations are reflected hereunder:



- Renew kitchen cabinetry (see plan attached), floorcovering (with ceramic tiles) and new Ariston brand appliances as follows:

Oven: FI5854PIXA

Microwave: MD5541XA

Cooktop: HR601CAAUS

Rangehood: ARHS60X-L

Dishwasher: LFC2C19X

- Renovate bathrooms by replacing toilets, basins, baths, lights/heat/exhaust, shower fittings etc and retiling. Washbasin/vanity will move to opposite wall allowing space for bidet as per floorplan above. Waterproof wet areas to specification.

- Replace all light fittings, exhaust fans, switches and outlets. Where necessary wiring will be upgraded.

- Add one air conditioning unit to Master Bedroom, and replace existing unit in dining area.

- Install new Crimsafe window and door screens on currently unprotected entry points

- Renew interior blinds/curtains

- Repaint walls and ceilings, and replace floor coverings - carpet to living, dining, master bedroom, beds 2 & 3, and adjacent hall.

- Retile balconies.


## END OF SUBMISSION

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Name: BRYAN WILLIAM INDER

Strata Plan: 3840 Lot: 22

Signed:



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Date: 14 December 2018

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### APPENDIX 1 – TRADES/INSURANCE

#### LICENSED BUILDER:

Caleb Johnson, NSW Licence No. 246759C

#### **INSURER**

Insurance Australia Limited T/as CGU Insurance

**POLICY NUMBER Ref:** 15T2844934

#### **REFERENCE NUMBER**

P601988369/1

#### **PERIOD OF INSURANCE**

06/12/2018 30/11/2019

#### ELECTRICAL SERVICES:

Christopher Sadler - Lic. 201361c

Policy Calibre Steadfast Business Package Insurance Policy

#### **INSURER**

Great Lakes Australia Scheme Standard Policy

**POLICY NUMBER Ref:**

GA125016648BUSP

Issue Date 11 February 2019 - Insured Sunshine Electrical Services Pty Ltd

#### PLUMBING SERVICES:

DAVE PURLL

**PEARLA PLUMBING SERVICES PTY LIMITED**

19/3 APOLLO STREET

WARRIEWOOD NSW 2102

issue date

08/06/2018

POLICY NO. 107377601

1. For the purposes of this by-law:

1.1. "**Act**" means the *Strata Schemes Management Act 2015* as amended from time to time;

1.2. "**Authority**" means any government, governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;

1.3. "**Bond**" means \$5000 or any other amount of money to be determined at the discretion of the Committee;

1.4. "**Building**" means the building and improvements on the land located at 51-53 The Crescent, Manly, NSW, 2095.

1.5. "**Cleaning Costs**" means a \$500 fee or any other amount to be determined in the discretion of the Committee, payable by the Owner to the Owners Corporation for general cleaning of the Building.

1.6. "**Committee**" means the strata committee elected by the Owners Corporation from time to time;

1.7. "**Common Property**" means the common property in the Strata Plan;

1.8. "**Costs**" means all professional and trade costs/fees/disbursements/expenses incurred or associated with this by-law, the Works and Remedial Works and any damage caused as a result of the Works and/or Remedial Works, including Cleaning Costs;

1.9. "**Direction**" means a written direction from the Owners Corporation to the Owner relating to the Works and/or Remedial Works;

1.10. "**Indemnify**" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

b) any sum payable by way of increased insurance premiums; and

c) any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

1.11. "**Lot**" means lot 22 in the Strata Plan;

1.12. "**Owner**" means the owners of the Lot as at the date this by-law is registered and with respect to clauses 6 to 20 inclusive includes the Future Owner;

1.13. "**Owners Corporation**" means the owners corporation known as The Owners - Strata Plan No. 3840;

1.14. "**Remedial Works**" means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

1.15. "**Strata Plan**" means registered strata plan number 3840;

1.16. "**Works**": means those renovations outlined in attached document



## **Proposal by Owner to renovate Unit 22/51-53 The Crescent Manly**

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.

3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

### **Grant of Right**

4. Subject to the provisions of this by-law, the Owners Corporation grants the Owner the right to carry out the Works.

### **Before the Works**

5. The Owner must comply with Special By-Law No.1- Building Works.

### **Conditions**

6. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

7. The Works and Remedial Works must be carried out and completed:

7.1. in a proper and workmanlike manner by licensed and/or accredited contractors;

7.2. with due skill and care using proper materials;

7.3. in compliance with the Building Code of Australia and any other Australian Standards as applicable;

7.4. (if applicable) with the consent of the Authority and in accordance with any conditions of that consent;

7.5. in keeping with the appearance of the Building in its style, colour, materials, and overall design;

7.6. so as to not unreasonably interfere with the enjoyment of Common Property or access to lots in the Strata Plan by other persons;

7.7. in a way which minimises disturbance to other persons including but not limited to minimising vibration, noise, dust, and dirt;

7.8. while ensuring that the security of the Building is maintained throughout the performance of the Works and/or Remedial Works;

7.9. while promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;

7.10. while keeping all areas of the Building as clean and tidy as possible;

7.11. while promptly repairing any damage to the Building caused by the Works and/or Remedial Works;

7.12. in a way that does not interfere with the structural integrity of the Building; and

7.13. in compliance with all reasonable requirements of the Owners Corporation, including the requirements set out in the Renovation Approval Agreement;

### **Costs, Damage and Bond**

8. The Owner is responsible for, and will bear all Costs.
9. Where the Owners Corporation has incurred Costs on behalf of the Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
10. The Bond is to be applied by the Owners Corporation towards the Cleaning Costs and the Cost of rectifying any damage to any part the Common Property because of the Building Works.
11. The Owners Corporation may, in its discretion, use the Bond to meet part or all of the Costs as set out under Clause 10.
12. If the Costs as set out under Clause 10 exceed the Bond, the balance paid by the Owners Corporation will be charged to the Owner's lot account as if it were a contribution under the Act.
13. If the Costs as set out under Clause 10 are less than the Bond, the Owners Corporation will refund the balance of the Bond to the Owner.
14. In the event Lot(s) or Common Property is/are damaged because of the Building Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.
15. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.
16. If the Owner fails to comply with clause 16 above within 2 months of a Direction to the Owner, then the Owners Corporation may:
  - a) enter upon any part of the Lot to carry out the work;
  - b) carry out all work necessary to comply with the Direction; and
  - c) recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if they were a contribution under the Act with all the same rights of recovery to apply.

### **General obligations**

17. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
18. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or Remedial Works.
19. The Owner will Indemnify and will keep Indemnified the Owners Corporation.

### **Consent Form**

To: The Secretary  
The Owners Corporation of Strata Plan No 3840

As the owner of Lot 22 in Strata Plan No 3840 in accordance with sections 108(5)(a) and 143(1) of the *Strata Schemes Management Act 2015*, I/we consent to the making of the

proposed Special By-Law 1 as set out in motion 3.1 of the Notice of Annual/Extraordinary General Meeting dated **14 March 2019**.

### **Special by-law no. 2 – Building works (lot 27)**

The purpose of this motion is to make a by-law, which authorises the owner of lot 27 to renovate as per Proposal by Owner to renovate Unit 27/51-53 The Crescent Manly. The works are described in clause 1.16 of the by-law.

The by-law gives the current and future owners of lot 27 full responsibility for the ongoing maintenance of the common property affected by the Works. The current and future owners of lot 27 will indemnify the Owners Corporation in respect of anything arising out the works.

#### **SCOPE OF WORKS:**

- No changes to existing layout throughout unit.
- Renew kitchen cabinetry (see plan attached), kitchen floorcovering and appliances being all Ariston brand:

Oven: FA3834HIXA  
Cooktop: HR601CAAUS  
Ranghood: ARHS60X-L  
Dishwasher: LFC2C19X  
Microwave: MWA122.

- Renew floorcoverings.
- Renovate bathroom by replacing toilet, basin, bath, light/heat/exhaust, shower fittings etc and retiling. Waterproof wet areas to specification.
- Replace all light fittings, exhaust fans, switches and outlets. Where necessary wiring will be upgraded.
- Existing air conditioner in lounge area to be replaced with larger unit.
- Renew interior blinds/curtains
- Repaint walls and ceilings, and replace floor coverings - carpet to living, dining, master bedroom, bed 2 and adjacent hallway.
- Install new Crimsafe window and door screens on currently unprotected entry points.
- Retile balcony.

## END OF SUBMISSION

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Name: BRYAN WILLIAM INDER

Strata Plan: 3840 Lot: 27



Signed:

Date: 14 December 2018

### **APPENDIX 1 – TRADES/INSURANCE**

#### **LICENSED BUILDER:**

Caleb Johnson, NSW Licence  
No. 246759C

#### **INSURER**

Insurance Australia Limited T/as CGU Insurance

#### **POLICY NUMBER Ref:**

15T2844934

#### **REFERENCE NUMBER**

P601988369/1

#### **PERIOD OF INSURANCE**

06/12/2018 30/11/2019

#### **ELECTRICAL SERVICES:**

Christopher Sadler - Lic. 201361c

Policy Calibre Steadfast Business Package Insurance Policy

#### **INSURER**

Great Lakes Australia Scheme Standard Policy

#### **POLICY NUMBER Ref:**

GA125016648BUSP

Issue Date 11 February 2019 - Insured Sunshine Electrical Services Pty Ltd

#### **PLUMBING SERVICES:**

DAVE PURLL

PEARLA PLUMBING SERVICES PTY LIMITED

19/3 APOLLO STREET

WARRIEWOOD NSW 2102

issue date

08/06/2018

POLICY NO. 107377601

1. For the purposes of this by-law:

1.1. "**Act**" means the *Strata Schemes Management Act 2015* as amended from time to time;

1.2. "**Authority**" means any government, governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;

1.3. "**Bond**" means \$5000 or any other amount of money to be determined at the discretion of the Committee;

1.4. "**Building**" means the building and improvements on the land located at 51-53 The Crescent, Manly, NSW, 2095.

1.5. "**Cleaning Costs**" means a \$500 fee or any other amount to be determined in the discretion of the Committee, payable by the Owner to the Owners Corporation for general cleaning of the Building.

1.6. "**Committee**" means the strata committee elected by the Owners Corporation from time to time;

1.7. "**Common Property**" means the common property in the Strata Plan;

1.8. "**Costs**" means all professional and trade costs/fees/disbursements/expenses incurred or associated with this by-law, the Works and Remedial Works and any damage caused as a result of the Works and/or Remedial Works, including Cleaning Costs;

1.9. "**Direction**" means a written direction from the Owners Corporation to the Owner relating to the Works and/or Remedial Works;

1.10. "**Indemnify**" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

b) any sum payable by way of increased insurance premiums; and

c) any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

1.11. "**Lot**" means lot 27 in the Strata Plan;

1.12. "**Owner**" means the owners of the Lot as at the date this by-law is registered and with respect to clauses 6 to 20 inclusive includes the Future Owner;

1.13. "**Owners Corporation**" means the owners corporation known as The Owners - Strata Plan No. 3840;

1.14. "**Remedial Works**" means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

1.15. "**Strata Plan**" means registered strata plan number 3840;

1.16. "**Works**" means those renovations outlined in attached document

## **Proposal by Owner to renovate Unit 27 /51-53 The Crescent Manly**

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.

3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

### **Grant of Right**

4. Subject to the provisions of this by-law, the Owners Corporation grants the Owner the right to carry out the Works.

### **Before the Works**

5. The Owner must comply with Special By-Law No. 2 - Building Works.

### **Conditions**

6. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

7. The Works and Remedial Works must be carried out and completed:

7.1. in a proper and workmanlike manner by licensed and/or accredited contractors;

7.2. with due skill and care using proper materials;

7.3. in compliance with the Building Code of Australia and any other Australian Standards as applicable;

7.4. (if applicable) with the consent of the Authority and in accordance with any conditions of that consent;

7.5. in keeping with the appearance of the Building in its style, colour, materials, and overall design;

7.6. so as to not unreasonably interfere with the enjoyment of Common Property or access to lots in the Strata Plan by other persons;

7.7. in a way which minimises disturbance to other persons including but not limited to minimising vibration, noise, dust, and dirt;

7.8. while ensuring that the security of the Building is maintained throughout the performance of the Works and/or Remedial Works;

7.9. while promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;

7.10. while keeping all areas of the Building as clean and tidy as possible;

7.11. while promptly repairing any damage to the Building caused by the Works and/or Remedial Works;

7.12. in a way that does not interfere with the structural integrity of the Building; and

7.13. in compliance with all reasonable requirements of the Owners Corporation, including the requirements set out in the Renovation Approval Agreement;

### **Costs, Damage and Bond**

8. The Owner is responsible for, and will bear all Costs.
9. Where the Owners Corporation has incurred Costs on behalf of the Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
10. The Bond is to be applied by the Owners Corporation towards the Cleaning Costs and the Cost of rectifying any damage to any part the Common Property because of the Building Works.
11. The Owners Corporation may, in its discretion, use the Bond to meet part or all of the Costs as set out under Clause 10.
12. If the Costs as set out under Clause 10 exceed the Bond, the balance paid by the Owners Corporation will be charged to the Owner's lot account as if it were a contribution under the Act.
13. If the Costs as set out under Clause 10 are less than the Bond, the Owners Corporation will refund the balance of the Bond to the Owner.
14. In the event Lot(s) or Common Property is/are damaged because of the Building Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.
15. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.
16. If the Owner fails to comply with clause 16 above within 2 months of a Direction to the Owner, then the Owners Corporation may:
  - a) enter upon any part of the Lot to carry out the work;
  - b) carry out all work necessary to comply with the Direction; and
  - c) recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if they were a contribution under the Act with all the same rights of recovery to apply.

### **General obligations**

17. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
18. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or Remedial Works.
19. The Owner will Indemnify and will keep Indemnified the Owners Corporation.

### **Consent Form**

To: The Secretary  
The Owners Corporation of Strata Plan No 3840

As the owner of Lot 27 in Strata Plan No 3840 in accordance with sections 108(5)(a) and 143(1) of the *Strata Schemes Management Act 2015*, I/we consent to the making of the

proposed Special By-Law 2 as set out in motion 4.1 of the Notice of Annual/Extraordinary General Meeting dated **14 March 2019**.

### **Special by-law no. 3 – Building works (lot 14)**

#### **Purpose of By-law**

(1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law.

#### **Defined Terms and Interpretation**

(2) "**Act**" is the *Strata Schemes Management Act 2015*.

(3) "**Lot**" is lot 14 on the strata scheme.

(4) "**Owner**" means the owner or owners of the lot from time to time in strata plan no.3840.

(5) "**Cosmetic Works**" means aesthetic works as defined in Section 109 of the Act, under and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.

(6) "**Minor Renovations**" means work times as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.

(7) "**Special Privileges**" means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.

(8) "**Works**" means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below;

#### **i. Bathroom/Toilet**

(a) Demolition existing floor and wall tiles

(b) Removal of existing bath, shower, vanities and toilet

(c) Patch repair damaged render ready for waterproofing/ tiling

(d) Remove existing bulk heads

(e) Construct new bulk head in bathroom and toilet

(f) Frame out for new mirrored shaving cabinet and for new niche under cabinet

(g) Waterproof bathroom and toilet to Australian Standards

(h) Sand cement bed wall tiles to full height

(i) Sand cement bed floor tiles

(j) Rough in plumbing and fit off of new bathroom taps, mixers, shower rail, toilet and vanity etc. Shower to be relocated in accordance with new bathroom floor plan.

(k) Rough in electrical and fit off of new power points, LED strip lighting, installation of new light fitting, and connect new GPO outlets.



(l) Installation of new vanities and mirrored shaving cabinet. Vanity carcass to angle back to make use of space.

(m) Installation of Frameless Shower screen panel

## **ii. Balcony**

(a) Remove existing balcony tiles/hob/aluminium sliding doors/aluminium hinged door.

(b) Construct temporary wall

(c) Patch balcony hob (if necessary)

(d) Waterproof balcony/hob

(e) Retile balcony with travertine floor tiles (in keeping with appearance with existing tile work)

(f) Install commercial sliding door and hinged door. Mainframe 100x45 pocket glazed suite. Sliding Door Alspec pro-glide commercial door Metal finish 25 um clear anodized. installed using sub-heads and heavy duty sub-sills with angle trim interior and exterior.

(9) In this Common Property Rights By-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this Common Property Rights By-law;

(b) words importing the singular include the plural and visa versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

### **Grant of Special Privileges**

(11) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

## **CONDITIONS**

### **Before undertaking Works**

#### **Planning, Approvals and Certificates**

(12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Works.

(13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

## **Specification of Works**

(14) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:

- (a) further specifications of the Works;
- (b) details of the contractor performing the Works; and
- (c) copy of the certificate of currency for the all-risk insurance policy of the principal 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.

## **Carrying out the Works**

### **Hours of Works**

(15) The Owner must perform the Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

### **Compliance with Codes**

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

(17) The Owner performing the Works must ensure compliance with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

### **General Conditions**

(18) When performing the Works, the Owner must:

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
- (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.
- (f) must only perform the Works when the door between the Lot and the common property is completely closed.
- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.

(i) repair promptly any damage caused or contributed to by 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.

### **After Completion of the Works**

(19) Immediately upon 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.

(20) Upon completion of the Works, the Owner must deliver to the Owners Corporation, (at the Owner's cost) the following documents relating to the Works:

(a) Certification of waterproofing from a duly licensed and insured contractor; and

(b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

### **Owner's Enduring Obligations**

#### **Maintenance and Repair**

(21) The Owner must, at the Owner's expense:

(a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and

(b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

(22) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

#### **Liability and Indemnity**

(23) The Owner indemnifies the Owners Corporation against –

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.

(24) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

#### **Repair of Damage**

(25) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.

(26) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

### **Breach of By-law**

(27) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions of this this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

### **Costs of this By-Law**

(28) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.

## **Special by-law no. 4 – Lot 38 works**

### **Purpose of By-law**

(1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law.

### **Defined Terms and Interpretation**

(2) "**Act**" is the *Strata Schemes Management Act 2015*.

(3) "**Lot**" is lot 38 on the strata scheme.

(4) "**Owner**" means the owner or owners of the Lot from time to time on strata plan no.3840.

(5) "**Cosmetic Works**" means aesthetic works as defined in section 109 of the Act and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.

(6) "**Minor Renovations**" means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulation 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.

(7) "**Special Privileges**" means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.

(8) "**Works**" means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and in accordance with the ***Structural Certificate of Adequacy*** prepared by *Law & Dawson Pty Ltd*, annexed to this by-law and marked "**Annexure A**":

#### **i. Bathroom and Water Closet**

(a) Remove all existing fixtures and fittings and tiles

- (b) Demolish walls between bathroom and water closet. No support beams required as non-load bearing masonry walls as specified in the *Structural Certificate of Adequacy* prepared by *Law & Dawson Pty Ltd*.
- (c) Apply new screed to correct falls in bathroom
- (d) Brick up doorway
- (e) Re-render whole bathroom and hall side of doorway that is bricked up depending on condition of existing render post removal and plumbing rough in works
- (f) Waterproof floor and walls to Australian Standards
- (g) Tile floor and walls to full height
- (h) Undertake plumbing rough in works for new fixtures and fittings
- (i) Remove existing bathtub
- (j) Reconfigure shower and toilet and fit new frameless glass shower screen
- (k) Undertake electrical works for 2 wall lights, 1 ceiling mounted light, 1 power point and one upgraded extractor fan unit to be run off existing power supply
- (l) Install new fixtures, fittings and accessories, including L shaped vanity, shelves, satin finish doors, Caesarstone benchtops and shaving cabinet with mirror doors.

## **ii. Kitchen/ Laundry**

- (a) Remove all existing joinery, benchtops and floor tiles
- (m) Demolish walls between kitchen and living room/dining room. No support beams required as non-load bearing masonry walls as specified in the *Structural Certificate of Adequacy* prepared by *Law & Dawson Pty Ltd*.
- (b) Apply new screed to correct falls in laundry
- (c) Re-render/make good walls and ceiling as required
- (d) Tile floor and wall (to full height) in laundry
- (e) Install new splash back to kitchen
- (f) Undertake plumbing works to connect new washing machine and laundry sink and install new hot water heater and tray which is to be connected back to existing stack
- (g) Undertake electrical works to install 6 power points, new cabling for hot water tank, 2 surface mounted lights to laundry/kitchen, 3 switches and undercounter LED to kitchen cabinets
- (h) Install new fixtures, fitting and accessories in kitchen, including joinery, tall oven, Caesarstone bench tops and satin finish doors
- (i) Install new fixtures, fitting and accessories in laundry, including laundry unit to house washer and dryer, and laundry sink unit

## **iii. Other Works**

- (a) Upgrade existing light fittings throughout as required, including sockets.

(b) Replace aluminium sliding doors in living room, including hob if required upon inspection after removal

(c) Remove air-conditioning unit in living room and make good wall

(d) Replace existing balcony door in bedroom 1 to match new sliding door in living room

(e) Fit new skirting throughout the Lot

(f) Undertake joinery works, including new wardrobes, cabinets and shelving in bedrooms on the Lot

(9) In this Common Property Rights By-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this Common Property Rights By-law;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

### **Grant of Special Privileges**

(11) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

## **CONDITIONS**

### **Before undertaking Works**

#### **Planning, Approvals and Certificates**

(12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Works.

(13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

#### **Specification of Works**

(14) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:

(a) further specifications of the Works;

(b) details of the contractor performing the Works; and

(c) copy of the certificate of currency for the all-risk insurance policy of the principal 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.

## **Carrying out the Works**

### **Hours of Works**

(15) The Owner must perform the Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

### **Compliance with Codes**

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

(17) The Owner performing the Works must ensure compliance with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

### **General Conditions**

(18) When performing the Works, the Owner must:

(a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

(b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.

(c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.

(d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

(e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.

(f) must only perform the Works when the door between the Lot and the common property is completely closed.

(g) ensure that the corridor serving the Lot is protected from damage for the duration of the Works.

(h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.

(i) repair promptly any damage caused or contributed to by 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.

## **After Completion of the Works**

(19) Immediately upon 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.

(20) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:

- (a) Certification of waterproofing from a duly licensed and insured contractor; and
- (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

## **Owner's Enduring Obligations**

### **Maintenance and Repair**

(21) The owner must, at the owners expense

(a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and

(b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

(22) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

### **Liability and Indemnity**

(23) The Owner indemnifies the Owners Corporation against -

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;

(b) any excess payable by way of claim made under the Owners Corporation's insurance and I or increased insurance premiums by the Owners Corporation as a direct result of the Works; and

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.

(24) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

### **Repair of Damage**

(25) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.

(26) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under



this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

### **Breach of By-law**

(27) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

### **Costs of this By-Law**

(28) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-law until such time as the Owner pays those costs.

**Peter Law**  
BE M Eng Sc MIEAust  
**Maurice J. Dawson**  
MIEAust CPEng NER APEC Engineer IntPE(Aus)

RD:2019/146-C

5<sup>th</sup> December 2019

The Body Corporate  
51 The Crescent  
MANLY NSW 2095

Dear Sir or Madam,

**RE: STRUCTURAL CERTIFICATE OF ADEQUACY FOR  
ALTERATIONS TO UNIT 38 AT  
51 THE CRESCENT, MANLY.**

We advise that an inspection of the above mentioned unit was carried out by the undersigned on Thursday 28<sup>th</sup> November 2019 with a view to comment on the removal of two masonry walls.

We confirm that the building is a reinforced concrete and column framed structure, with non-load bearing masonry walls.

Consequently, the masonry walls indicated on the attached floor plan can be demolished without any adverse impact on the existing structure.

Should you have any queries in regard to the above, please do not hesitate to contact the undersigned.

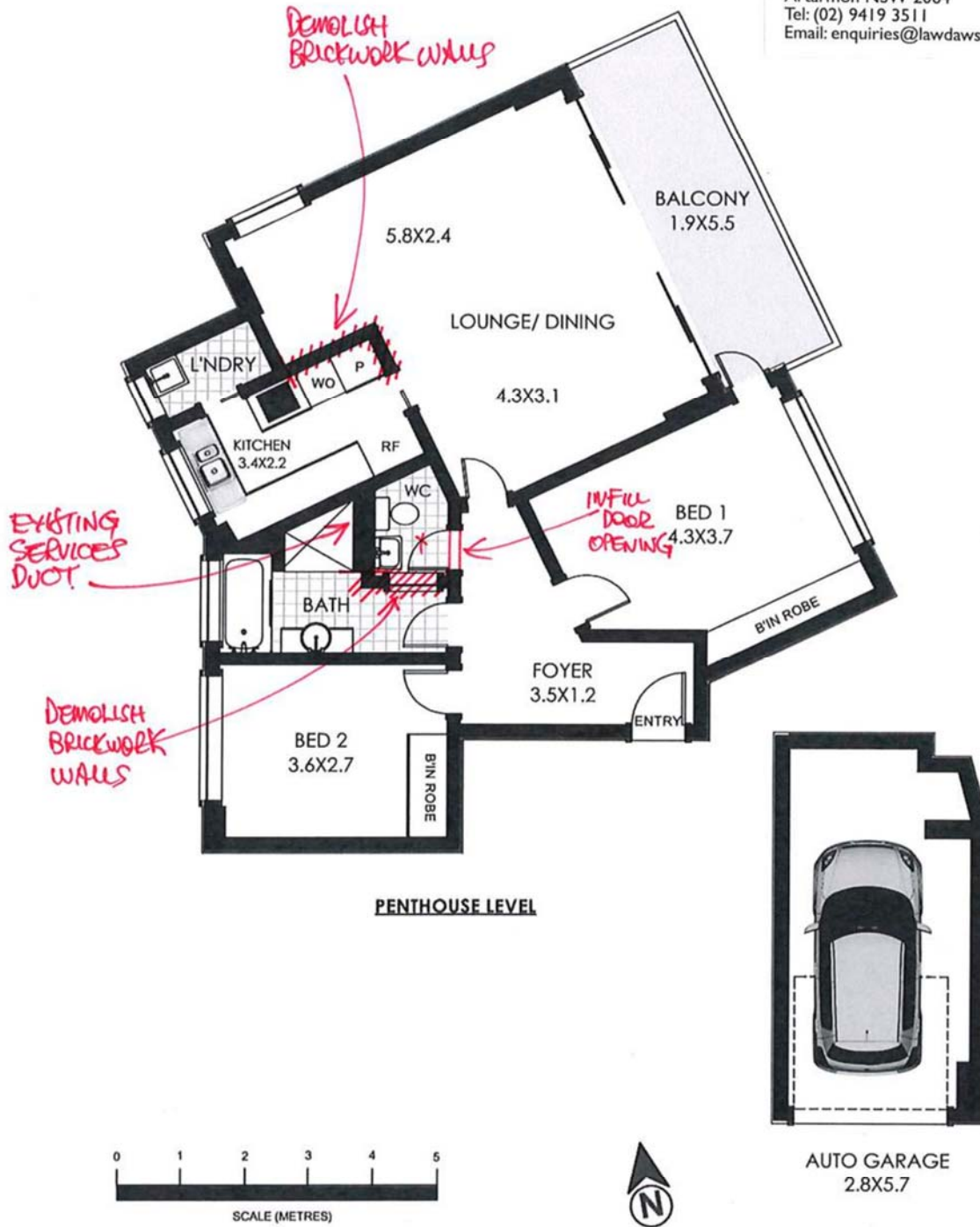
Yours faithfully,



.....  
Maurice J. Dawson  
MIEAust, CPEng, NER, APEC Engineer, IntPE(Aus)

**LAW & DAWSON PTY LTD  
CONSULTING ENGINEERS**

ABN: 97003 543 913  
Suite 3 (1st Floor), 448 Pacific Highway,  
Artarmon NSW 2064  
Tel: (02) 9419 3511  
Email: enquiries@lawdawson.com.au



**38/51 The Crescent** **MANLY**

All information contained herein is gathered from sources we consider to be reliable. However we cannot guarantee or give any warranty about the information provided and interested parties must solely rely on their own enquiries. General Site plan is an indication only of the layout of the land and may not be completely accurate.

**Special By-Law No. 5 – Authorisation of Building Works in Lot 26 (passed 1 November 2021)**

**1. Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 26 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Works to the bathroom including:
  - (i) removal of existing wall tiles, floor tiles, waterproofing, and fixtures and fittings including bath tub, toilet, shower, shower screen, sink, vanity, shaving cabinet, and tap ware (and mixers for taps if required);
  - (ii) demolish small wall between bathtub and shower recess at the location marked on the drawings attached to and forming part of this by-law at Annexure A (the "**Plans**");
  - (iii) apply new screed to correct falls in bathroom;
  - (iv) brick up existing recessed shaving cabinet at the location marked on the Plans;
  - (v) re-rendering whole bathroom and bedroom wall in adjacent bedroom;
  - (vi) installation of new wall tiles (to full height), floor tiles, waterproofing to floor and walls, and fixtures and fittings including bath tub, toilet, shower, frameless glass shower screen (including reconfiguring shower and toilet and fit new frameless glass shower screen), sink, vanity, wall hung shaving cabinet, towel rails, and tap ware (and mixers for taps if required);
  - (vii) installation of new LED downlights, double GPO and 3 gang switch, including all related electrical works;
  - (viii) installation of new ceiling to allow for downlights;
  - (ix) connection to existing water, waste and electrical services as required, and undertake plumbing rough in for new fixtures and fittings;
  
- (b) Works to the kitchen including:
  - (i) removal of existing floor tiles and screed, splashback tiles, and fixtures and fittings including joinery, cabinetry, benchtops, sink, tapware, and appliances;
  - (ii) removal of existing hot water heater and tray;
  - (iii) demolish walls between kitchen and dining/ living area at the location marked on the Plans;
  - (iv) re-render / make good walls as required;
  - (v) install new ceiling to allow for downlights;
  - (vi) apply new screed to correct falls;
  - (vii) installation of new floor tiles, splashback tiles, and fixtures and fittings including joinery, cabinetry, stone benchtops and satin finish doors, sink, tapware and appliances including wall oven;
  - (viii) installation of 4 LED downlights, 6 power points, new cabling for hot water tank, 3 switches, and undercounter LEDs to kitchen cabinets, including all related electrical works;
  - (ix) upgrading and moving electrical sub board if required;
  - (x) connection to existing water, waste and electrical services as required;
  
- (c) Works to the laundry including:

- (i) removal of existing floor tiles and screed, wall tiles, waterproofing, and fixtures and fittings including joinery, shelving, laundry tub, tapware, and appliances;
- (ii) apply new screed to correct falls;
- (iii) installation of new floor tiles, wall tiles (to full height), waterproofing, and fixtures and fittings including joinery, shelving, laundry tub, tapware, and appliances;
- (iv) installation of new hot water heater and tray which is to be connected back to existing stack;
- (v) connection to existing water, waste and electrical services as required.

## 2. Definitions

For the purposes of this by-law:

"**Council**" means Northern Beaches Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

## 3. Conditions

### 3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
  - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
  - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
  - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the description clause 1 and the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof.

### **3.2 Performance of Works**

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the description clause 1 and the Plans and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs.

### **3.3 Completion of Works**

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the

certificate required by the Council that the Works comply with the conditions of any Council approval.

#### **4. Liability and Indemnity**

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

#### **5. Other Rights and Obligations**

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

#### **6. Costs**

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

#### **7. Right to Remedy Default**

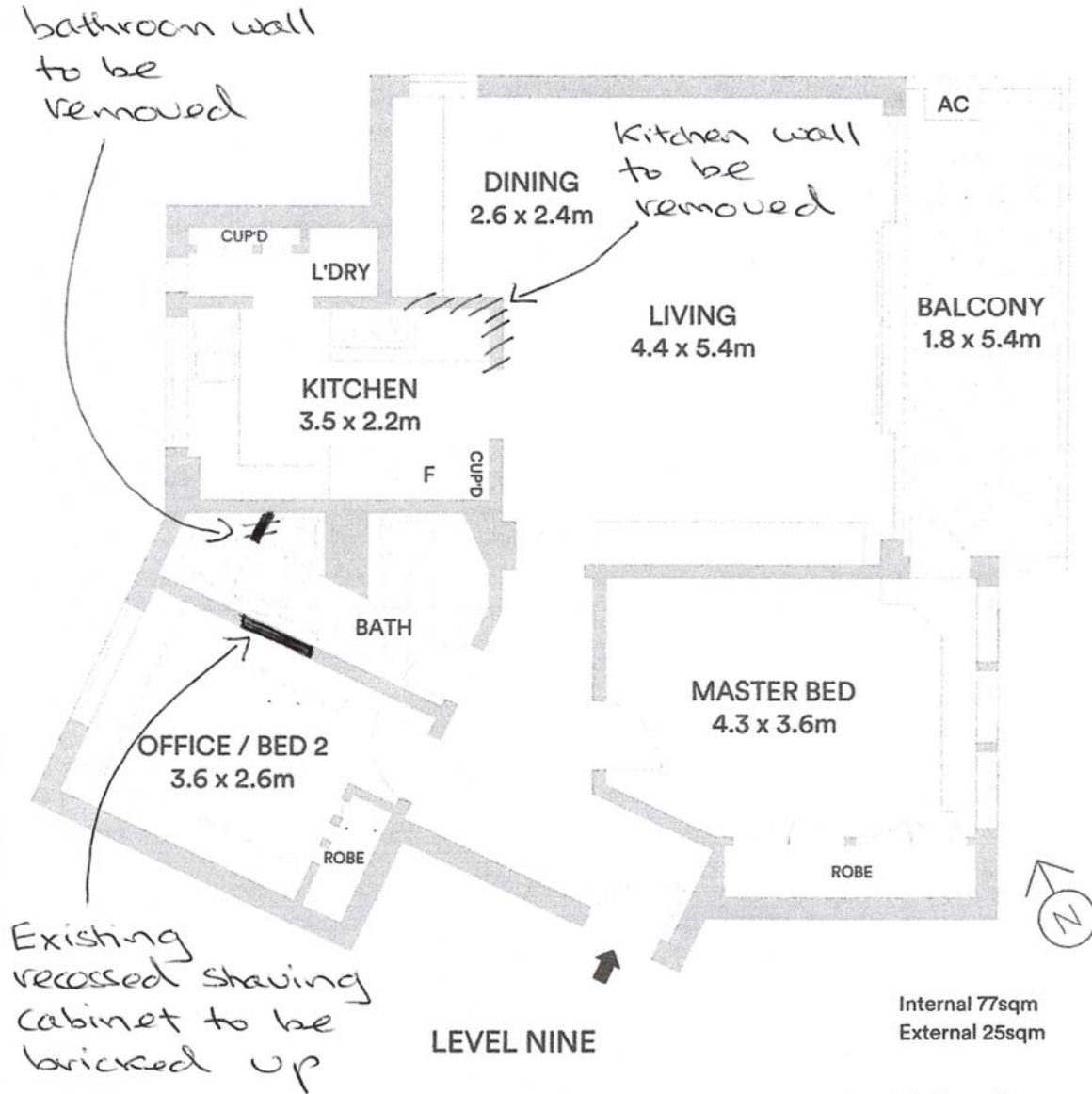
If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Annexure A

26/51 The Crescent, Manly



Obtained from sources we believe to be accurate. We cannot guarantee its accuracy. Interested persons should make and rely on their own enquiries.



## **Special By-Law No. 6 – Authorisation of Building Works in Lot 29 (passed 8 June 2022)**

### **1. Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 29 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to renovate the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

(a) Renovation works to existing bathroom including:

(i) removal of existing wall tiles, floor tiles, waterproofing, and fixtures and fittings including bathtub, shower, shower screen, sink, vanity cabinet, and tap ware (and mixers for taps if required);

(ii) installation of new wall tiles (to full height), floor tiles, waterproofing to floor and walls, and fixtures and fittings including shower, frameless glass shower screen, sink, vanity cabinet, towel rails, and tap ware (and mixers for taps if required);

(iii) connection to existing water, waste and electrical services as required, and undertake plumbing rough in for new fixtures and fittings;

(b) Renovation works to existing toilet including:

(i) removal of existing wall tiles, floor tiles, fixtures and fittings including toilet and tap ware (and mixers for taps if required);

(ii) installation of new wall tiles (to full height), floor tiles, waterproofing to floor and walls, and fixtures and fittings including toilet, vanity, and tap ware (and mixers for taps if required);

(iii) connection to existing water, waste and electrical services as required, and undertake plumbing rough in for new fixtures and fittings.

### **2. Definitions**

For the purposes of this by-law:

**"Utility Services"** means any service associated with plumbing, or electrical which are effectively as reconfigured following the passage of this by-law;

**"Works"** means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

### **3. General Conditions**

### **3.1 Performance of Works**

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- (b) carry out the Works substantially in accordance with the description clause 1.
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation.
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs.

### **4. Liability and Indemnity**

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

## **5. Other Rights and Obligations**

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

## **6. Costs**

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

## **7. Right to Remedy Default**

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

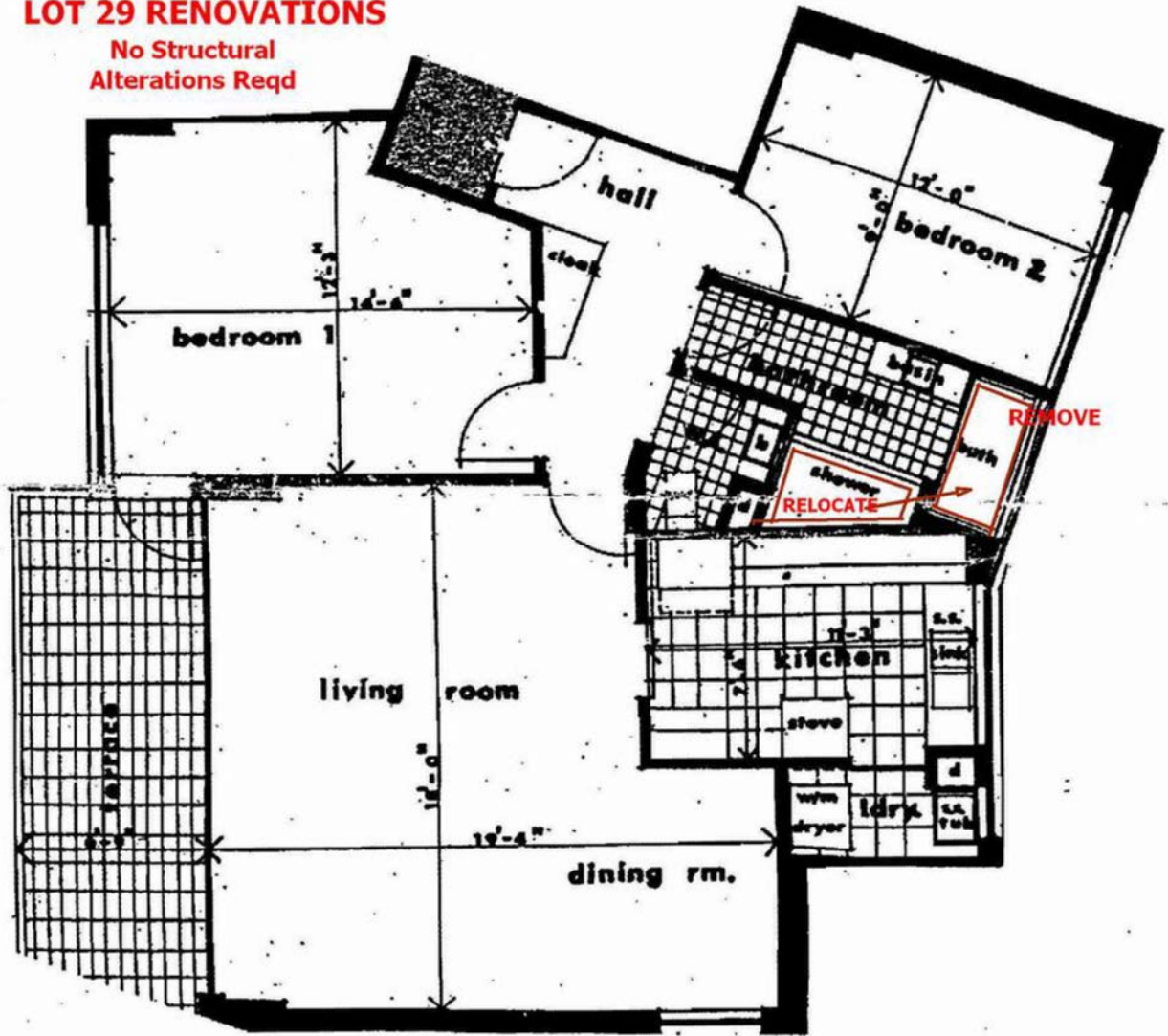
- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Annexure A

**LOT 29 RENOVATIONS**

No Structural  
Alterations Reqd



### **Special By-Law No. 7 – Drilling Works (passed 13 June 2024)**

1. An owner of a lot in the strata scheme must not conduct work to drill through internal walls servicing the lot to access external cavities unless in compliance with the terms of this by-law
2. Lot owners may drill through internal walls servicing the lot to access external cavities on the following conditions:
  - a. The drill hole is located no less than 250mm above the level of the internal floor so as to prevent damage to any waterproof membranes and, if the waterproof membrane is higher than 250mm above the internal floor then the drill hole must be at least 50mm above the waterproof membrane;
  - b. The lot owners wishing to undertake the work provide their written consent to the terms of this by-law;
  - c. All drilling work is carried out by suitably qualified tradespeople;
  - d. The work is to be carried out in a manner that:
    - i. Does not affect the structural integrity of the building;
    - ii. Minimises any damage to the building structure and any disturbance to other owners or occupiers;
3. Any work authorised under this by-law is to be conducted at the cost and risk of the lot owner. The lot owner must repair and maintain any works conducted under this by-law at their cost and must repair any damage to any other lot or to the common property caused by their works.

### **Special By-Law No. 8 – Hardwood Floor Coverings (passed 13 June 2024)**

1. An owner of a lot in the strata scheme must not conduct work to install or uncover hardwood floors unless in compliance with the terms of this by-law
2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom or to any lot the whole of the floor space of which is superimposed over a utility lot or other non-habitable space.
3. Without limiting the requirements of this by-law, if an owner of a lot wishes to install or uncover a hardwood floor finish within that lot, the owner must ensure that the acoustic performance standard measured in situ for any such floor finish (including insulation) achieves a weighted standard impact sound pressure level with spectrum adaptation term of not greater than 53 dB measured in accordance with ISO 140-7.
4. Prior to undertaking any works to uncover or install a hardwood floor the owner must:

- a. Provide details of the flooring proposed to be installed to the owners corporation including any manufacturer's guidelines or fact sheets and the proposed timing of the work
  - b. Provide details of the installer including evidence of their contractors all risk instance or liability insurance:
  - c. Upon reasonable notice provide the owners corporation or its contractor or agent with access to the concrete floor slab to inspect it for damage and for the owners corporation to conduct any necessary repairs to the floor slab prior to the hardwood floor installation or uncovering by the lot owner
5. The owner must ensure that:
- a. All works (including any repair or maintenance works) are conducted by a suitability qualified and licenced installer;
  - b. All works are carried out in compliance with the Building Code of Australian and relevant Australian standards, including the Australian standard in relation to impact sound pressure levels; and
  - c. The acoustic underlay is installed with all gaps in the underlay sealed and the underlay is installed with sufficient coverage and density to ensure that the peaceful enjoyment of the owners and occupiers of other lots in the scheme is not affected by the installation works.
6. Following the installation or uncovering in a lot of a hardwood floor finish, if there is any complaint about noise transmission through or from the floor of that lot (whether vertically or horizontally), the owners corporation may require, and if it does so the owner of the lot must provide the owners corporation with, a certificate from a qualified acoustic engineer acceptable to the owners corporation. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.
7. If the certificate required by the owners corporation under clause 5 of this by-law is not provided to the owners corporation within 6 weeks of the owners corporation requesting it from the owner of the lot in which the hardwood floor finish is installed or uncovered or the report is provided and discloses that the results of the tests conducted by the acoustic engineer demonstrate that the installed flooring does not comply with clause 3 of this by-law, the lot owner must take corrective measures to be able to comply with clause 3 of this by-law at their cost. This may include installing more acoustic underlay or laying carpets or laying rugs over the hardwood floor finish.
8. The owners corporation is not entitled to require the new hardwood floor finish to be replaced with carpet or to have rugs or to have either more or different acoustic underlay installed if the failure of the owner of the lot, in which the hardwood floor finish is installed, to supply the acoustic engineer's certificate is due in whole or in part to the inability of the acoustic engineer to gain access to

the lot or lots below or adjacent to the lot in which the new hardwood floor finish is laid for the purpose of conducting acoustic testing.

9. The work to install or uncover the hardwood floor finish is conducted at the cost and risk of the lot owner. The lot owner must repair and maintain any works conducted under this by-law at their cost and must repair any damage to any other lot or to the common property caused by their works.
10. For the avoidance of doubt, references in this by-law to any action by or in respect of the owners corporation include any such action by or in respect of the strata committee of the owners corporation and a notice given under this by-law may be given by the strata managing agent pursuant to a resolution of the strata committee.