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## **THE OWNERS – STRATA PLAN NO 10970**

### **CONSOLIDATED BY-LAWS**

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## **1 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

## **2 Changes to Common Property**

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

Perforated zinc-coated Tilt-a-Door powder coated both sides, 150 jamb type galvanised hardware and centre locking draw bar locksets fitted to 100 x 50 Dar Oregon jambs on columns and 124 x 76 mm Galvanised centre posts; mesh divisions using galvanised chain wire and frames of 50 mm tubular galvanised steel; each division to consist of three horizontal rails and three vertical posts dynabolted top and bottom.

### **3 Damage to Lawns and Plants on Common Property**

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

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

### **4 Obstruction of Common Property**

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

### **5 Keeping of Animals**

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

### **6 Noise**

An owner or occupier of a lot, or any invitee of 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.

## **7 Behaviour of Owners, Occupiers and Invitees**

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

## **8 Children Playing on Common Property**

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

## **9 Smoke Penetration**

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

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

## **10 Preservation of Fire Safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to

affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

## **11 Storage of Inflammable Liquids and Other Substances and Materials**

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

## **12 Appearance of Lot**

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

## **13 Cleaning Windows and Doors**

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## **14 Hanging Out of Washing**

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:

“**washing**” includes any clothing, towel, bedding or other article of a similar type.

## **15 Disposal of Waste-Bins for Individual Lots [applicable where individual lots have bins]**

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council’s guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

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

(9) In this by-law:

**"bin"** includes any receptacle for waste.

**"waste"** includes garbage and recyclable material.

## **16 Disposal of Waste-Shared Bins [applicable where bins are shared by lots]**

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.



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

(5) In this by-law:

"**bin**" includes any receptacle for waste.

"**waste**" includes garbage and recyclable material.

## **17 Change in Use or Occupation of Lot to be Notified**

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## **18 Compliance with Planning and Other Requirements**

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) 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.

## **SPECIAL BY-LAW 1 – Installation of Security and Intercom System**

The Proprietors - Strata Plan No. 10970 are empowered to alter and add to the common property by the installation of a security and intercom system incorporating a security and on:

- (a) a security and intercom system on all building entrances;
- (b) electronically controlled garage door operated by key switch remote control;
- (c) intercom on garage entry to allow visitors access to car spaces;
- (d) infills in all open spaces to prevent access to garage area; and
- (e) all garage doors to be kept operated.

## **SPECIAL BY-LAW 2 – Lot 38 Exclusive Use of Visitor Parking Space**

On 5 August 2010, the Owners Corporation, by the Owners in Extraordinary General Meeting, moved and passed a motion and it was specially resolved that the Owners Corporation create a by-law, the provisions of which by-law are set out below:

1. For the purposes of this by-law:
  - 1.1 **"Act"** means the *Strata Schemes Management Act 1996 (NSW)*;
  - 1.2 **"Common Property"** means the common property of Strata Plan No. 10970;
  - 1.3 **"Executive Committee"** means the Executive Committee of Strata Plan No. 10970;
  - 1.4 **"Lot 38"** means lot 38 in Strata Plan No. 10970;
  - 1.5 **"Lot 38 Parking Space"** means that part of Lot 38 shown hatched and marked "Pt 38" on the plan annexed to this by-law;
  - 1.6 **"Owner"** means the owner or occupier of Lot 38 from time to time;
  - 1.7 **"Owners Corporation"** means the Owners Corporation of Strata Plan No. 10970;
  - 1.8 **"Strata Manager"** means the strata managing agent engaged by the Owners Corporation from time to time; and
  - 1.9 **"Visitor Parking Space"** means that part of the Common Property shown hatched and marked with the letters "VPS" on the plan annexed to this bylaw.
2. Where any terms used in this by-law are defined in the Act, they have the same meaning those words are attributed under the Act.
3. The Owners Corporation grants the Owner a right of exclusive use and enjoyment of the whole of the Visitor Parking Space, in accordance with the terms of this bylaw.
4. The Owner is granted the right referred to in clause 3 in consideration for the Owner relinquishing their use of the Lot 38 Parking Space to the Owners Corporation.
5. The Owner consents to the Owners Corporation using the Lot 38 Parking Space for the purpose of visitor parking.
6. In the event the Owner no longer requires the use of the Visitor Parking Space, this by-law will cease to have force and effect and will be repealed.

7. The Owner will do all things and sign all documents necessary to effect the repeal of this by-law.
8. The Owners Corporation is responsible for the repair and maintenance of the Lot 38 Parking Space. The cost of that repair and maintenance will be borne and paid for by the Owners Corporation.
9. The Owner will not obstruct the Owners Corporation's or a visitor's access to the Lot 38 Parking Space. In the event the Owners Corporation's or a visitor's access to the Lot 38 Parking Space is obstructed at anytime, the Owner will do all things necessary to remove that obstruction. In the event the obstruction is due to the Owner's action or inaction, the Owner will bear any cost associated with removal of the obstruction.
10. The Owner is responsible for the repair and maintenance of the Visitor Parking Space, as well as the repair and maintenance of any item stored within the Visitor Parking Space by the Owner. The cost of such repair and maintenance will be borne and paid for by the Owner.
11. If the Owner fails to meet their obligation under clause 10, the Owners Corporation may, in its reasonable discretion and via the Executive Committee or Strata Manager, direct the Owner to carry out any necessary repair and/or maintenance of the Visitor Parking Space or items stored within the Visitor Parking Space.
12. If the Owner fails to respond in any way to the Owners Corporation's direction in clause 11 within three (3) months of a written request by the Executive Committee or Strata Manager to the Owner, then the Owners Corporation may, through the Executive Committee or Strata Manager,
  - a. carry out all work reasonably necessary to perform that obligation;
  - b. enter upon any part of the Visitor Parking Space to carry out that work; and
  - c. recover from the Owner any costs relating to carrying out that work.
13. The Owner and the Owners Corporation will cooperate with each other and sign all documents and do all things necessary to facilitate the carrying out of their respective obligations under this by-law.
14. The Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or injury to any person arising out of the Owner's lawful use of the Visitor Parking Space.
15. The Owners Corporation indemnifies the Owner against claims, demands and liability of any kind that may arise in respect of damage to any property or injury to any person arising out of the Owners Corporation's lawful use of the Lot 38 Parking Space.

16. Nothing in this by-law varies the Owner's obligation to meet their statutory obligation to pay the contributions levied by the Owners Corporation from time to time.



### **SPECIAL BY-LAW 3 – Unit 37 Works**

That the owner of Unit 37 be given approval by Special Resolution to carry out the subject work inside his unit:

- (1) That he install a Floating Timber Floor that has the correct insulation that restricts the flow of noise and is within the acceptable decibel level.
- (2) Upgrade the bathroom, ensuite and laundry.
- (3) Removal of portions of a non structural internal walls:
  - (a) Arches in area of internal doorways.
  - (b) Removal of part of the kitchen wall.

#### **Conditions:**

- (1) The Builder will certify that the internal walls are not structural.
- (2) The Builder will produce licences and insurances indemnifying the Owners Corporation against any claims or damages.
- (3) The owner of Unit 37 may use his car space to place a dumper in his car space to get rid of rubbish.
- (4) The working hours will be from 7.30 am to 4.30 pm on weekdays and between 8.00 am and noon on Saturdays.

## **SPECIAL BY-LAW 4 – Lot 27 Installation of Timber Decking on Balcony**

1. For the purposes of this by-law:
  - 1.1 **“Executive Committee”** means the Executive Committee of Strata Plan 10970;
  - 1.2 **“Installation”** means the installation of timber decking on balcony;
  - 1.3 **“Lot”** means lot 27 in Strata Plan 10970;
  - 1.4 **“Owner”** means the owner of the Lot;
  - 1.5 **“Owners Corporation”** means the Owners Corporation of Strata Plan 10970.
2. Subject to the provisions of this by-law, the Owner may carry out the installation.

Prior to carrying out the installation, the Owner must apply in writing to the Executive Committee for approval to carry out the installation. The Owner's application must include:-

  - a) Full details of the Installation including the items to be installed as part of the installation;
  - b) Details of the type, brand and quality of the items to be installed as part of the installation, including a description of the materials to be used;
  - c) Confirmation that the contractors have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Executive Committee i.e. to indemnify the Owners Corporation against any claims or damages;
  - d) Any other document/information reasonably requested by the Executive Committee;
  - e) That the colouring of the timber flooring should match as close as possible to the surroundings (By-Law 17);
  - f) Should the Owners Corporation need access below the deck to Common Property, this must be provided; and
  - g) All future maintenance is the responsibility of the Owner in perpetuity .



## **SPECIAL BY-LAW 5 – Exclusive Use by-law for lot 13**

### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Lot** means lot 13 in strata scheme 10970.
- (b) **Owner** means the owner of the Lot from time to time.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 10970.
- (d) **Works** means the already installed works relating to:
  - i. Removal of the vermiculite and painting the underside of the ceiling on the covered area of the balcony;
  - ii. Rendering and painting of the external wall facing onto the balcony;
  - iii. Painting the external sliding doors and window frames;
  - iv. Installation of bi-fold doors across the width of the balcony; and
  - v. Installation of two sash windows within the side openings of the balcony walls.
- (e) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) the singular Includes plural and vice versa;
- (b) any gender Includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation Includes references to amending and replacing legislation.

### **PART 2 GRANT OF RIGHT**

2.1 The Owner is authorised to keep the Works and is granted the exclusive use of the Exclusive Use Area.

**PART 3**  
**CONDITIONS**

**PART 3.1**  
**Enduring rights and obligations**

3.2 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (b) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

## SPECIAL BY-LAW 6 – Window Safety Devices

1. For the purposes of this by-law:
  - 1.1 **“Act”** means the *Strata Schemes Management Act 2015 (NSW)* as amended from time to time;
  - 1.2 **“Building”** means the building and improvements on the land located at 100 Queenscliff Road, Queenscliff NSW 2096;
  - 1.3 **“Common Property”** means the Common Property in the Strata Plan;
  - 1.4 **“Costs”** means all professional and trade costs/fees/disbursements;
  - 1.5 **“Direction”** means a written direction from the Owners Corporation to the Owner relating to Remedial Works;
  - 1.6 **“Indemnify”** means the Owner indemnifying the Owners Corporation in respect of the Remedial Works or anything arising from the Remedial Works, including, but not limited to the following:
    - 1.6.1 all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
    - 1.6.2 any sum payable by way of increased premiums; and
    - 1.6.3 any costs or damages for which the Owners Corporation is or becomes liable;
  - 1.7 **“Lot”** means a lot in the Strata Plan used for residential purposes;
  - 1.8 **“Occupier”** means the legal occupier(s) of a Lot;
  - 1.9 **“Owner”** means the owner(s) of the Lot from time to time;
  - 1.10 **“Owners Corporation”** means the owners corporation known as The Owners – Strata Plan No. 10970, and where the context permits, includes its agents, contractors or employees;
  - 1.11 **“Penalty”** means the penalty or fine under section 118(1) of the Act;
  - 1.12 **“Remedial Works”** means repair, maintenance, removal or replacement of the Window Safety Device and any other items installed as part of the Works, and/or Common Property affected by the Works;
  - 1.13 **“Residential Tenancy Agreement”** means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot on a commercial basis for a period of greater than 3 consecutive months;

1.14     **“Strata Plan”** means registered strata plan number 10970;

1.15 **“Window”** means the following:

- 1.15.1 a Common Property window in a Lot that can be opened; and
- 1.15.2 the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
- 1.15.3 that internal floor is 2m or more above the external surface of the ground below the window.

[An illustration of this definition is **attached to this by-law and marked with the letter ‘A’**]

1.16 **“Window Safety Device”** means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram force):

- 1.16.1 a child safety device that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm; and
- 1.16.2 the device is robust and childproof; and
- 1.16.3 excludes ordinary flyscreens.

1.17 **“Works”** means the installation or affixing of a Window Safety Device on a Window in accordance with the Office of Fair Trading Window Safety Device Requirements Fact Sheet **attached to this by-law and marked with the letter ‘B’**.

- 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.

### **Works**

- 4. The Owners Corporation is responsible for carrying out the Works at a Lot and will pay the Costs of carrying out the Works.
- 5. An Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works, or determining if the Works or Works are required to be carried out at a Lot.
- 6. In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed day and time due to any action or inaction of the Owner or

Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.

7. Upon completion of the Works at a Lot, the Owner or Occupier of that Lot must sign a written acknowledgement form provided by the Owners Corporation for the purpose of confirming that Works have been carried out at the Lot.
8. Prior to providing the written acknowledgement form as referred to in clause 7 above, the Owners Corporation may request an Occupier to provide a copy of their Residential Tenancy Agreement and proof of identity, such as a driver's licence or passport, as evidence that they are the tenant(s) identified in the Residential Tenancy Agreement.

### **Remedial Works**

9. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
10. The Remedial Works must be carried out and completed:
  - 10.1 in a proper workmanlike manner and by licensed and/or accredited contractors;
  - 10.2 with due skill and care using proper materials;
  - 10.3 in compliance with the Building Code of Australia, any other Australian Standards, as applicable;
  - 10.4 in keeping with the appearance of the Building in its style, colour, materials and overall design;
  - 10.5 in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to lots in the strata scheme by other persons by building materials, tools, machines, debris or motor vehicles;
  - 10.6 in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;
  - 10.7 in compliance with all local council consents and requirements (if any);
  - 10.8 ensuring that the security of the Building is maintained throughout the performance of the Remedial Works;
  - 10.9 promptly and completely removing all rubbish from the Building resulting from the Remedial Works;
  - 10.10 keeping all areas of the Building as clean and tidy as possible;

- 10.11 promptly repairing any damage to any part of the Building caused by the Remedial Works;
  - 10.12. in compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris; and
  - 10.13 in a way that will protect all areas of the Building outside the Lot from any damage caused by the Remedial Works, for example by the transportation of construction materials, equipment and debris.
11. The Owner is responsible for the Cost of Remedial Works.

### **Damage and Direction**

12. In the event lot(s) or Common Property is/are damaged because of the Remedial Works, the Owner will pay the Costs of rectifying the damage.
13. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Remedial Works in the event they do not comply with the requirements of this by-law.
14. If the Owner fails to comply with Clause 13 above within 2 months of a Direction to the Owner, then the Owners Corporation may:
  - 14.1 enter upon any part of the Lot to carry out the work;
  - 14.2 carry out all work necessary to perform that obligation; and
  - 14.3 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 those Costs were a contribution under the Act.

### **Costs**

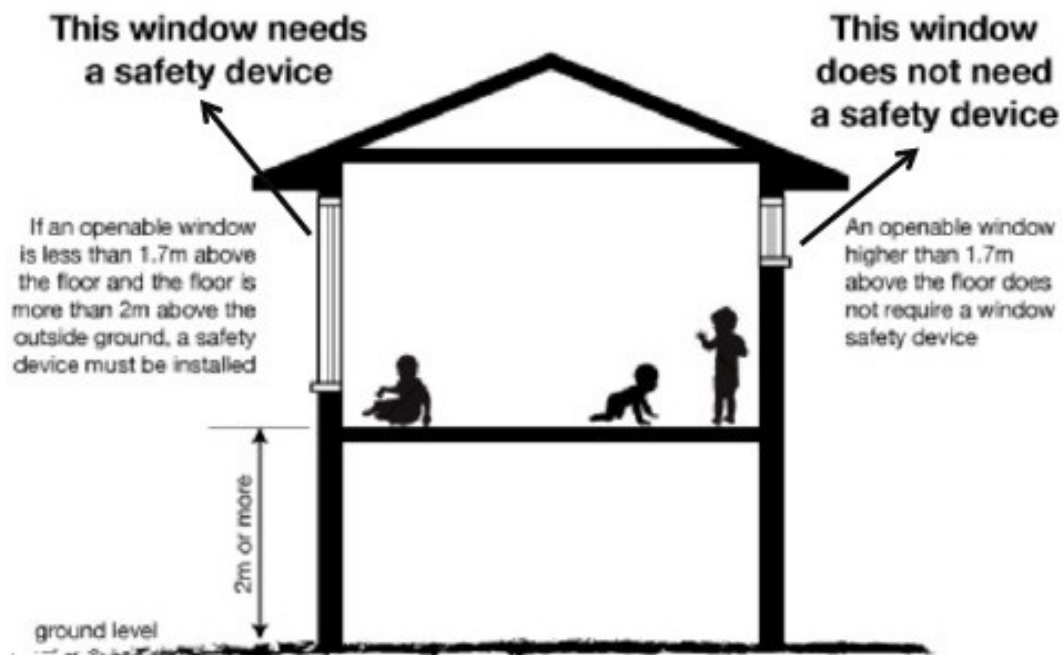
15. Subject to clause 4, the Owner is responsible for, and will bear all Costs.
16. Where the Owners Corporation has incurred Costs on behalf of an Owner (including Costs referred to in clause 6), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act with all the same rights of recovery to apply.
17. If the Owners Corporation receives a Penalty, the Owner of the Lot to which the Penalty relates is responsible for the Penalty in full and any Costs associated with the Penalty.
18. In the event the Owner responsible for the Penalty does not reimburse the Penalty and Costs to the Owners Corporation within 28 days of receiving written notice of the charges from the Owners Corporation, the Owners Corporation may charge the amount to the Owner's lot account, as if it were a contribution under Act, with all associated rights of recovery under the Act.

### **General obligations**

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



## ANNEXURE 'A'



# Window safety device requirements

## In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the locks are engaged, children will be protected.

**Did you know?** Similar laws in New York resulted in a 96 per cent decrease in hospitalisations due to falls from windows.

## Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at [www.kidshealth.schn.health.nsw.gov.au](http://www.kidshealth.schn.health.nsw.gov.au). Information is provided in 11 languages.

## Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

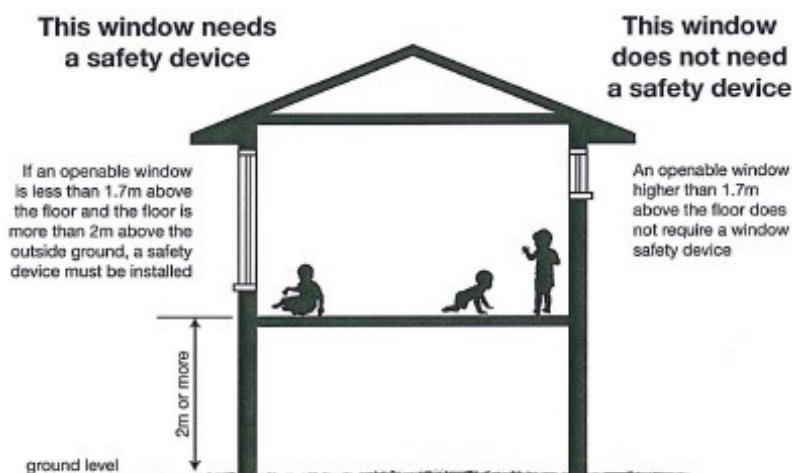
The details are explained in the Strata Schemes Management Regulation 2010.

## When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, letting the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



## Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the apartment, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

## How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

## If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

## Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

## Where can I get more information?

If you are a **tenant**, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a **landlord**, go to the Alteration requests from your tenant page for more information.

If you own a **strata unit**, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, please refer to the *Strata Schemes Management Act 1996* No 138 or call us on 13 32 20.

[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)  
Fair Trading enquiries 13 32 20  
TTY 1300 723 404  
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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## **SPECIAL BY-LAW 7 – Renovation Works at Lot 20**

1. For the purposes of this by-law:
  - 1.1 **“Act”** means the *Strata Schemes Management Act 2015* as amended or replaced 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 **“Building”** means the building and improvements on the land located at 100 Queenscliff Road, Queenscliff NSW;
  - 1.4 **“Common Property”** means the common property in the Strata Plan;
  - 1.5 **“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;
  - 1.6. **“Direction”** means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;
  - 1.7 **“Future Owner”** means the registered proprietor/s of the Lot from time to time, succeeding the Owner;
  - 1.8 **“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:
    - 1.8.1 all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
    - 1.8.2 any sum payable by way of increased premiums; and
    - 1.8.3 any costs or damages for which the Owners Corporation is or becomes liable;
  - 1.9 **“Lot”** means lot 20 in the Strata Plan;
  - 1.10 **“Noise Complaints”** means a complaint made by an owner or occupier to the Owners Corporation with regard to the level of noise transmitting from the Lot as a result of the use of hard flooring;

- 1.11 **"Noise Report"** means a report prepared by an acoustic expert noting whether or not the level of noise transmitted as a result of hard flooring used at the Lot is excessive and likely to disturb the quiet and peaceful enjoyment of other residents, and giving recommendations to remedy the level of noise transmitted.
  - 1.12 **"Notice"** means a notice from the Owners Corporation to the Owner detailing Noise Complaints made in regard to the Lot and directing the Owner to engage the services of a qualified acoustic expert to prepare a Noise Report;
  - 1.13 **"Owner"** means the owner(s) of the Lot as at the date this by-law is registered and with respect to clauses 5 to 21 (inclusive) includes Future Owner;
  - 1.14 **"Owners Corporation"** means the owners corporation known as The Owners – Strata Plan No. 10970;
  - 1.15 **"Remedial Works"** means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;
  - 1.16 **"Strata Manager"** means a strata managing agent engaged by the Owners Corporation from time to time;
  - 1.17 **"Strata Plan"** means registered strata plan number 10970;
  - 1.18 **"Works"** means renovation works at the Lot, so far as those works affect the adjacent common property, in accordance with the scope of works attached to this by-law and marked with the letter 'A'.
- 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.
  - 4. Subject to the provisions of this by-law, the Owners Corporation grants the Owner permission to carry out the Works.
  - 5. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
  - 6. The Works and Remedial Works must be carried out and completed:
    - 6.1 in a proper workmanlike manner and by licensed and/or accredited and insured contractors;
    - 6.2 with due skill and care using proper materials;

- 6.3 in compliance with the Building Code of Australia, any other Australian Standards, as applicable;
  - 6.4 (if relevant) with the prior approval of and in compliance with the requirements of any Authority;
  - 6.5 in accordance with any approved plans;
  - 6.6 in a way that does not interfere with the structural integrity of the Building;
  - 6.7 in keeping with the appearance of the Building in its style, colour, materials and overall design;
  - 6.8 by providing all occupants of lots within the strata scheme with 14 days written notice of the nature of the Works and/or Remedial Works and a works schedule;
  - 6.9 at the times reasonably directed by the executive committee;
  - 6.10 in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to lots in the strata scheme by other persons by building materials, tools, machines, debris or motor vehicles;
  - 6.11 in a way which minimises the disturbance to other owners and occupiers including but not limited to vibration, noise, dust and dirt;
  - 6.12 ensuring that the security of the Building is maintained throughout the performance of the Works and Remedial Works;
  - 6.13 promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
  - 6.14 keeping all areas of the Building as clean and tidy as possible;
  - 6.15 promptly repairing any damage to any part of the Building caused by the Works and/or Remedial Works;
  - 6.16 in compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris; and
  - 6.17 in a way that will protect all areas of the Building outside the Lot from any damage caused by the Works and/or Remedial Works, for example by the transportation of construction materials, equipment and debris.
7. The Owner is responsible for, and will bear all Costs.

8. In the event lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.
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. To the extent that the Works require any repair, replacement or addition to the Common Property, all repaired, replaced or added fixtures or fittings shall vest in the Owners Corporation.
11. Notwithstanding clause 10, the Owner is responsible to maintain and keep the fixtures and fittings referred to in clause 10 in a state of good and serviceable repair, including replacing the fixtures and fittings as and when necessary.

**Directions**

12. The Owners Corporation reserves the right to issue a Direction to 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.



13. If the Owner fails to comply with a Direction within 3 months of the date of the Direction, the Owners Corporation may:
  - 13.1 enter any part of the Lot;
  - 13.2 carry out all work necessary to comply with the Direction; and
  - 13.3 recover from the Owner any Costs relating to the carrying out of the work, including charging them to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

### **Noise Complaints**

14. If the Owners Corporation receives two or more Noise Complaints regarding the Lot within a period of 12 months from the date of the first Noise Complaint, it may serve a Notice on the Owner to which the Noise Complaints relate.
15. The Owner must inform the Owners Corporation of the name and contact details of the acoustic expert engaged.
16. The Owner will do all things and sign all necessary documents in order to enable the acoustic expert to carry out an inspection and any testing necessary.
17. The Owner is responsible for and will bear all Costs associated with engaging the acoustic expert and following the recommendations set out in the Noise Report.
18. If within 14 days of the date of the Notice the Owner does not engage an acoustic expert and provide the Owners Corporation with that person's details, the Owners Corporation may engage its own acoustic expert to undertake the inspection and prepare a Noise Report.

### **General**

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



**Annexure A**  
**Scope of Works**

**Complete renovation of kitchen**

- Replace all old cupboards;
- Installation of new countertops and new sink;
- Installation of new floor and wall tiles, including associated waterproofing;
- Repainting of the walls;
- Installation of new appliances, including new fridge, oven, stove;

**Complete renovation of two bathrooms:**

**Ensuite bathroom:**

- Installation of a new shower unit;
- Installation of a new toilet and vanity unit;
- Installation of new floor and wall tiles, including associated waterproofing;

**Master bathroom:**

- Removal of existing shower unit, use the space to install new vanity unit;
- Replacement of existing shower bath tub, and installation of a new shower bath tub;
- Installation of a new toilet;
- Installation of new floor and wall tiles, including associated waterproofing;

**Minor renovation of utility room (laundry):**

- Installation of new storage units;
- Installation of new floor tiles, and associated waterproofing

**Living room and two bedrooms**

- Replacement of carpets to hard wood floor, including the installation of acoustic underlay;

## SPECIAL BY-LAW 8 – Alteration to Lot 26 & Common Property

### PART 1 – COMPLIANCE

- 1.1** Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all current and future Owners of Lot 26 in Strata Plan No. 10970 are subject to the benefits and obligations outlined in Part 3 of this By Law.

### PART 2 – DEFINITIONS

- 2.1** In this By-Law, unless otherwise required by the context:
- 2.1.1 **Act** means *Strata Schemes Management Act 2015*.
  - 2.1.2 **By-Law** means this by-law.
  - 2.1.3 **Common Property** means any part of the common property created by the registration of Strata Plan No. 10970.
  - 2.1.4 **Strata Committee** means the Strata Committee for the time being of Strata Plan No. 10970.
  - 2.1.5 **Fixtures and Fittings** means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.
  - 2.1.6 **Lot** means lot 26 in Strata Plan No. 10970.
  - 2.1.7 **Owner** means the person, persons or entity for the time being recorded on the strata roll as an owner of the Lot in accordance with section 178 of the Act.
  - 2.1.8 **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan No. 10970.
  - 2.1.9 **Public Authority** has the meaning given to it in the *Environmental Planning and Assessment Act 1979*.
  - 2.1.10 **Regulation** means *Strata Schemes Management Regulation 2016*.
  - 2.1.11 **Work** means the work set out in item 3.1 and includes any further work carried out to maintain, repair or replace that work.
- 2.2** In this By-Law, unless the context otherwise requires:
- 2.2.1 The singular includes the plural and vice versa.
  - 2.2.2 Any gender includes any other gender.
  - 2.2.3 Unless otherwise defined, any term has the same meaning as in the Act.

2.2.4 A reference to legislation is also a reference to any amending or replacing legislation.

**2.3** In the case of any inconsistency between a provision of this By-Law and any other By-Law then, to the extent of such inconsistency, the terms of this By-Law prevail.

### **PART 3 – ALTERATION TO LOT 26**

**3.1** Subject to the conditions set out in item 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Property:

3.1.1 Install new floor tiles and wall tiles, including waterproofing, in the kitchen;

3.1.2 New ensuite and master bathroom, including waterproofing associated with new floor tiles and wall tiles and new ceiling in ensuite and master bathroom;

3.1.3 Install new floor tiles and ceiling in the laundry. Waterproofing must also be undertaken in the laundry prior to installing tiles and an appropriate certificate for same must be provided;

3.1.4 Install air-conditioning units in lounge area and main bedroom;

3.1.5 Install new flooring (either tiles or decking, at the Owner's discretion) and ceiling on the balcony;

3.1.6 Install new timber security screen adjoining stairs leading to the garage.

**3.2** Permission is granted for the Owner to carry out the Work, subject to the following conditions:

#### **General Conditions**

3.2.1 If the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.

3.2.2 The Owner is liable for the cost of the Work.

3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople.

3.2.4 The Work must be carried out in accordance with any approved plans.

- 3.2.5 The Work must be carried out in accordance with any relevant requirements of the *Environmental Planning and Assessment Act 1979* *Environmental Planning and Assessment Regulations 2000* including any Essential Fire Safety Measures.
- 3.2.6 The Work must be carried out in accordance with any relevant Australian Standards.
- 3.2.7 To the extent that the Work requires any repair, replacement or addition to the Common Property, all repaired, replaced or added Fixtures and Fittings shall vest in the Owners Corporation.
- 3.2.8 Notwithstanding condition 3.2.7, the Owner is responsible to maintain and keep the Work and the Fixtures and Fittings in a state of good and serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.
- 3.2.9 The Owner indemnifies the Owners Corporation in respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.
- 3.2.10 The Owner is liable for all costs associated with drafting, amending and registering this By-Law.
- 3.2.11 The Owner indemnifies the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this By-Law.
- 3.2.12 All new external finishes must match existing external finishes.
- 3.2.13 The Owner must provide all occupants of lots within the strata scheme with 14 days written notice of the nature of the Works and a works schedule.
- 3.2.14 All construction materials, equipment, debris and other material must be transported to and from the Lot in any manner reasonably directed by the Strata Committee.
- 3.2.15 All Common Property areas of the building must be reasonably protected from damage by the Work or by the transportation of construction materials, equipment, debris and other material to or from the Lot.
- 3.2.16 All Common Property areas outside the Lot must be kept clean and tidy whilst the Work is being completed.

- 3.2.17 The Work may only be carried out at the times reasonably directed by the Strata Committee.
- 3.2.18 The Owner must ensure that all debris resulting from the Work is removed immediately from the Lot and the Common Property.
- 3.2.19 For the air-conditioning units referred in condition 3.1.4, they must satisfy the following:
- inverter (or similar) model;
  - split system;
  - the external element must be installed on the balcony;
  - screened from public view in any common area;
  - the colour of any external element colour matches the adjacent wall surface;
  - adequate drainage, with piping to be installed within the cavity of the wall where possible.

**Conditions binding on successors in title**

- 3.2.20 For the avoidance of any doubt, the obligations and conditions imposed on the Owner herein shall be binding and enforceable as against the owner or owners for the time being of the Lot.

## SPECIAL BY-LAW 9 – Minor Renovations Rights

1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain the approved Minor Renovations.
2. The owners corporation delegates its power to approve Minor Renovations to the strata committee.
3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

### Definitions

4. In this by-law, the following terms are defined to mean:
  - a. **"Act"** means the *Strata Schemes Management Act 2015 (NSW)*;
  - b. **"Building"** means the building located at 100 Queenscliff Road, Queenscliff;
  - c. **"Minor Renovations"** includes work for the purposes of the following:
    - i. renovating a kitchen,
    - ii. changing recessed light fittings,
    - iii. installing or replacing wood or other hard floors,
    - iv. installing or replacing wiring or cabling or power or access points,
    - v. work involving reconfiguring walls,
    - vi. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
    - vii. installing a rainwater tank,
    - viii. installing a clothesline,
    - ix. installing a reverse cycle split system air conditioner,
    - x. installing double or triple glazed windows,
    - xi. installing a heat pump,
    - xii. installing ceiling insulation.

but does not include works set out in section 110(7) of the Act such as work involving structural changes, waterproofing, changes to the external appearance of a lot or requiring consent or other approval under any other statute, regulation or the like.

- d. **“Owner”** means an owner of a lot from time to time in the strata scheme;
- 5. Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.
- 6. Words importing:
  - a. the singular include the plural and vice versa; and
  - b. a gender includes any gender.
- 7. A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

#### **Prior to Conducting the Minor Renovations**

- 8. An Owner must make an application to the owners corporation for its approval to conduct the Minor Renovations by giving written notice of their proposed works to the owners corporation with the notice to include:
  - a. details of the work, including copies of any plans,
  - b. the expected duration and times of the works,
  - c. details of the persons carrying out the work including that person’s qualifications to carry out the work, and
  - d. arrangements to manage any resulting rubbish or debris.
- 9. Prior to conducting the Minor Renovations, the Owner and/or the tradesperson appointed by the Owner to carry out the Works must effect, and provide the owners corporation with certificates of, the following insurances:
  - a. contractor’s all risk insurance (where applicable);
  - b. workers compensation insurance (where applicable);
  - c. home owners warranty Insurance (where applicable); and
  - d. public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

## **Performance of the Works**

10. In carrying out or maintaining the Minor Renovations the Owner must:
- a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
  - b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the owners corporation;
  - d. keep all areas of the common property outside the lot clean and tidy;
  - e. only perform Minor Renovations at times approved by the owners corporation;
  - f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
  - g. immediately remove all debris or waste resulting from the Minor Renovations from the Building and the common property;
  - h. not vary or replace the Minor Renovations, as agreed to by the strata committee, without the prior written approval of the strata committee; and
  - i. ensure that the Minor Renovations do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the strata committee) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

## **Maintenance of the Minor Renovations**

11. The Owner must properly maintain and keep the Minor Renovations and the common property to which they are attached in a state of good and serviceable repair.

## **Liability and Indemnity**

12. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Minor Renovations and will make good that damage immediately after it has occurred.



13. The Owner indemnifies the owners corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Minor Renovations on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

#### **Owner's Fixtures**

14. The Minor Renovations shall remain the Owner's fixture.

#### **Cost and Risk of the Works**

15. The Minor Renovations (including their replacement or removal) are undertaken at the cost and risk of the Owner.

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

16. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:
- a. carry out all work necessary to perform that obligation;
  - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
  - c. recover the costs of carrying out that work from the Owner.
17. The costs referred to in paragraph 16(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.
18. If the costs referred to in paragraph 16(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the

## SPECIAL BY-LAW 10 – Renovation Works at Lot 16

### PART 1 – COMPLIANCE

- 1.1** Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all current and future Owners of Lot 16 in Strata Plan No. 10970 are subject to the benefits and obligations outlined in Part 3 of this By-Law.

### PART 2 – DEFINITIONS

- 2.1** In this By-Law, unless otherwise required by the context:
- 2.1.1 **Act** means *Strata Schemes Management Act 2015*.
  - 2.1.2 **By-Law** means this by-law.
  - 2.1.3 **Common Property** means any part of the common property created by the registration of Strata Plan No. 10970.
  - 2.1.4 **Strata Committee** means the Strata Committee for the time being of Strata Plan No. 10970.
  - 2.1.5 **Fixtures and Fittings** means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.
  - 2.1.6 **Lot** means lot 16 in Strata Plan No. 10970.
  - 2.1.7 **Owner** means the person, persons or entity for the time being recorded on the strata roll as an owner of the Lot in accordance with section 178 of the Act.
  - 2.1.8 **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan No. 10970.
  - 2.1.9 **Public Authority** has the meaning given to it in the *Environmental Planning and Assessment Act 1979*.
  - 2.1.10 **Regulation** means *Strata Schemes Management Regulation 2016*.
  - 2.1.11 **Work** means the work set out in item 3.1 and includes any further work carried out to maintain, repair or replace that work.
- 2.2** In this By-Law, unless the context otherwise requires:
- 2.2.1 The singular includes the plural and vice versa.
  - 2.2.2 Any gender includes any other gender.
  - 2.2.3 Unless otherwise defined, any term has the same meaning as in the Act.

2.2.4 A reference to legislation is also a reference to any amending or replacing legislation.

**2.3** In the case of any inconsistency between a provision of this By-Law and any other By-Law then, to the extent of such inconsistency, the terms of this By-Law prevail.

### **PART 3 – ALTERATION TO LOT 16**

**3.1** Subject to the conditions set out in item 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Property:

3.1.1 All work referred to in the scope of works, plans, drawings and the Certificate of Adequacy prepared by VOM Consulting Engineers Pty Ltd dated 23 November 2017, **annexed hereto and marked “B”**.

**3.2** Permission is granted for the Owner to carry out the Work, subject to the following conditions:

#### **General Conditions**

3.2.1 If the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.

3.2.2 The Owner is liable for the cost of the Work.

3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople.

3.2.4 The Work must be carried out in accordance with any approved plans.

3.2.5 The Work must be carried out in accordance with any relevant requirements of the *Environmental Planning and Assessment Act 1979* *Environmental Planning and Assessment Regulations 2000* including any Essential Fire Safety Measures.

3.2.6 The Work must be carried out in accordance with any relevant Australian Standards.

3.2.7 To the extent that the Work requires any repair, replacement or addition to the Common Property, all repaired, replaced or added Fixtures and Fittings shall vest in the Owners Corporation.

3.2.8 Notwithstanding condition 3.2.7, the Owner is responsible to maintain and keep the Work and the Fixtures and Fittings in a state of good and serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.

- 3.2.9 The Owner indemnifies the Owners Corporation in respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.
- 3.2.10 In the event that the Owners Corporation undertakes work to any Common Property or any lot in the future which occasions damage to the Work or Fixtures and Fittings, the Owners Corporation must at its own cost rectify and make good the damage incurred within a reasonable time and in a proper and workmanlike manner.
- 3.2.11 The Owner is liable for all costs associated with drafting, amending and registering this By-Law.
- 3.2.12 The Owner indemnifies the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this By-Law.
- 3.2.13 All new external finishes must match existing external finishes.
- 3.2.14 The Owner must provide all occupants of lots within the strata scheme with 14 days written notice of the nature of the Works and a works schedule.
- 3.2.15 All construction materials, equipment, debris and other material must be transported to and from the Lot in any manner reasonably directed by the Strata Committee.
- 3.2.16 All Common Property areas of the building must be reasonably protected from damage by the Work or by the transportation of construction materials, equipment, debris and other material to or from the Lot.
- 3.2.17 All Common Property areas outside the Lot must be kept clean and tidy whilst the Work is being completed.
- 3.2.18 The Work may only be carried out at the times reasonably directed by the Strata Committee.
- 3.2.19 The Owner must ensure that all debris resulting from the Work is removed immediately from the Lot and the Common Property.

**Conditions binding on successors in title**

- 3.2.20 For the avoidance of any doubt, the obligations and conditions imposed on the Owner herein shall be binding and enforceable as against the owner or owners for the time being of the Lot.



## **"B"**

### **Scope of Works – Unit 16**

1. Remove plants and soil from garden beds.
2. Demolish old brick garden bed internal wall and disposal of bricks.
3. Build 70 x 45 mm H3 treated pine wall to equivalent height.
4. Install 9 engineered galvanised posts.
5. Line wall with fibro sheets.
6. Waterproof old garden bed floor and fibro sheets.
7. Screed old garden bed floor to same height as existing tiles.
8. Waterproof over existing tiles, new screed, brick wall to a height of 50mm and fibro sheeting to a height of 50mm.
9. Tiling.

**GENERAL**

120 The drawings to be used in conjunction with the architectural drawings, during construction, must be maintained in a suitable condition and no part shall be over stressed. Builders to ensure stability of existing structure the safety of excavation works.

121 U.N.O. points for various road drawings.

122 The structural elements shown on these drawings have been designed for five loads as follows:

123 a. Balconies & Stairs - 4.00kPa

124 b. Office & Garage - 2.00kPa

125 c. Floor - 1.50kPa

126 d. Eaves - 1.50kPa

127 e. as applied in accordance with AS 1170

128 Dimensions shall not be obtained by scaling from the drawings. All setting out dimensions shall be verified and any discrepancies shall be referred to the Engineer prior to commencement of works.

129 Annual probabilities of exceedance: Importance level

130 The probabilities for this structure have been ascertained using AS/NZS 1170.0 Structural design actions Part 0: General principles and the Building Code of Australia (BCA) as described below

131 • Consequence of failure - Ordinary

132 • Description - Medium consequence for loss of human life, or considerable economic, social or environmental consequences

133 • Importance level - 2

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[illegible][illegible]

throughly cleaned and brushing, followed by two coats of clear phosphate primer applied to the surface. Duxon Lugsprings applied by hand using brushes to achieve a total dry film thickness (tdft) of 70µm (wetfilm).

**EXTERNAL ELEMENTS & ELEMENTS WITHIN EITHER SIDE OF EXTERNAL CAVITY WALLS**

Preparation had been to a minimum standard class 2.3 in accordance with AS 4627 Part 4. Primer 2-coat epoxy phosphate at 100µm (Duxon Duxepox P14)

Saniflex coat 2-pack epoxy nitratoxins 100 coats, dft of 100µm

Hotseal coat 2-pack epoxy high glass acrylic to dft of 75µm (eg. Duxon Azonitex 1 F) in an approve colour.

b. Preparation based upon a minimum standard size 2.5 in accordance with AS 1627 Part 4.  
Primer: 2-pack epoxy phosphinate at dft of 75µm (Duflex Durepon P14)  
Sealer coat: 2-pack epoxy methacrylate ion oxide, dft of 100µm  
Finish coat: 2-pack epoxy high glass acrylic at dft of 75µm (e.g. Duflex Acrystone 1 F) in an approved colour.

c. Hot dip galvanized (not dip galvanized) coating is compromised by welding, bending or damage, where the galvanic (hot dip galvanized) coating is compromised by welding, bending or damage, inorganic zinc-rich paint (minimum 95% zinc content) is to be applied after wire bending affected area (use 3 coats minimum) or hot metal spray in accordance with AS 4686.

48 HOURS NOTICE IS REQUIRED BEFORE ANY SITE INSPECTION

1. Bearing status of all borings prior to concrete pour
2. Any restrictions prior to concrete pour

3. **Where a delivery point is necessary, advise us by:**
4. **Units after location**
5. **CONTACT YOUR PCA (Principal Certifying Authority) AS TO REQUIREMENTS FOR MANDATORY CRITICAL STAGES INSPECTIONS IN ACCORDANCE WITH REVISED EPA ACT REGULATIONS EFFECTIVE JULY 1, 2004**

[illegible]

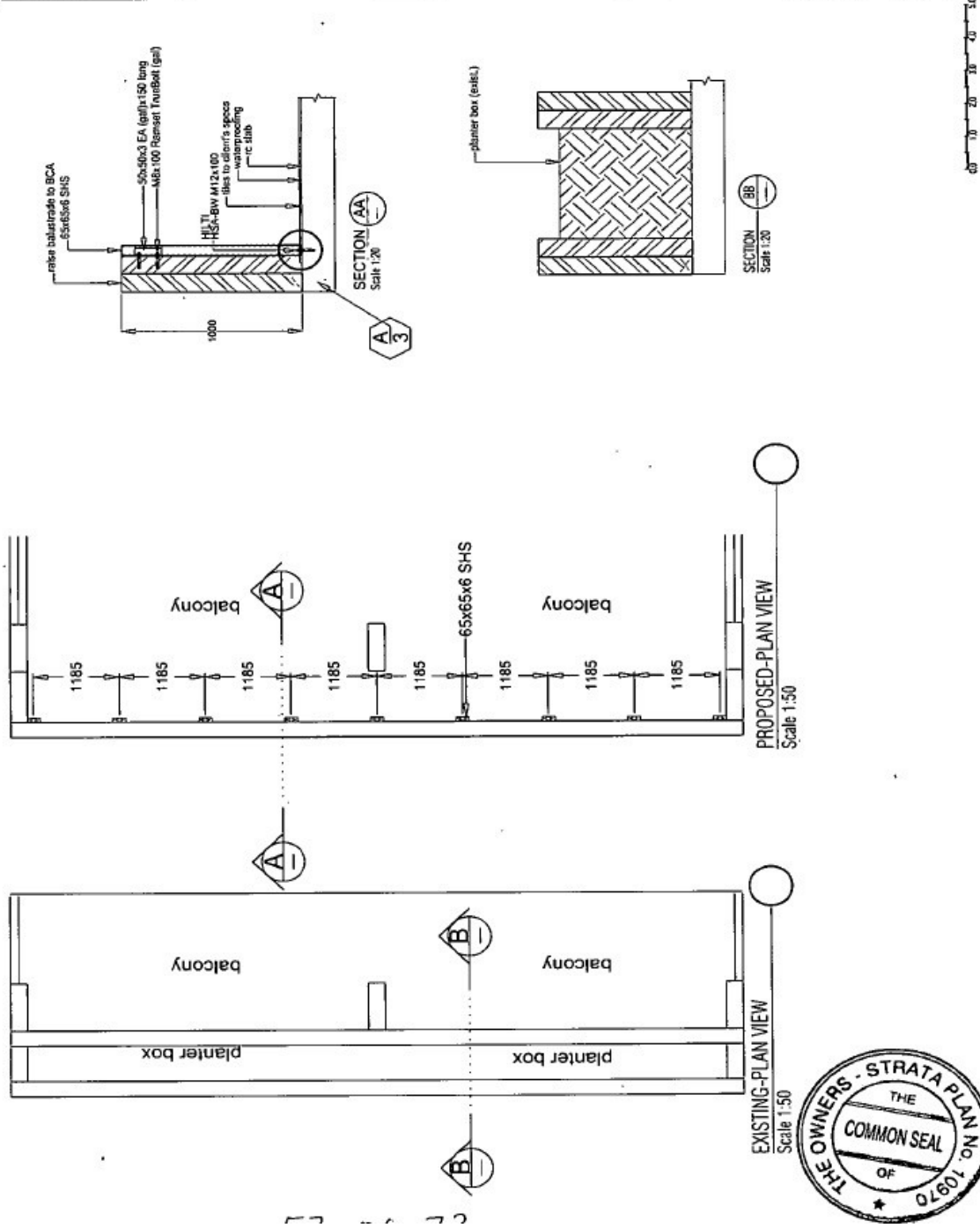
**VPM**  
34 Bennett Street  
New York, NY 10013  
Tel: 212/691-1200  
Fax: 212/691-1201  
E-Mail: [info@vpm.com](mailto:info@vpm.com)

[illegible]

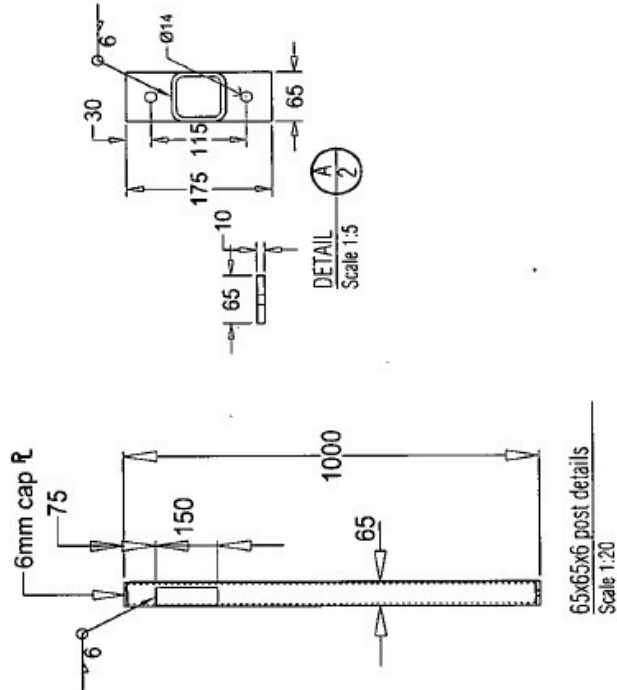
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NO.	10970
DATE	10/11/2011
BY	10/11/2011
CHECKED	10/11/2011
APPROVED	10/11/2011
DESIGNED	10/11/2011
DRAWN	10/11/2011
SCALE	1:20
PROJECT	10/11/2011
CLIENT	10/11/2011
LOCATION	10/11/2011
DESCRIPTION	10/11/2011
REVISIONS	10/11/2011
REVISION NO.	10/11/2011
REVISION DESCRIPTION	10/11/2011
REVISION DATE	10/11/2011
REVISION BY	10/11/2011
REVISION CHECKED	10/11/2011
REVISION APPROVED	10/11/2011
REVISION DESIGNED	10/11/2011
REVISION DRAWN	10/11/2011
REVISION SCALE	1:20
REVISION PROJECT	10/11/2011
REVISION CLIENT	10/11/2011
REVISION LOCATION	10/11/2011
REVISION DESCRIPTION	10/11/2011

**CERTIFICATE OF ADEQUACY  
STRUCTURAL ENGINEERING**

**FOR – Mrs. Julie KELLY**

---

**16 / 100-106 QUEENSLIFF RD  
QUEENSLIFF, NSW, 2096**

**SP 10970**

Project N<sup>o</sup>: SD1711-010

Reference: 171121-A

Date: 23 November 2017



---

*VDM – Mona Vale – NSW – Australia ACN 101 544 763*

## 1. Aim

To assess the structural integrity and stability of an existing apartment dwelling and to ensure that the proposed alterations and additions to Unit 16, 100-106 Queenscliff Rd, Queenscliff, NSW, can be carried out without causing damages to the unit itself or neighbouring apartments (i.e. unit above or adjacent).

## 2. Introduction / Discussion

The existing residence is a three storey block of units consisting of double brick walls founded on concrete footings and internal single brick walls with a tiled roof. The proposed alterations and additions include the demolition of an external brick planter box facing the internal courtyard with the outer brick balustrade left in-place.

VDM Consulting Engineers Pty Ltd (VDM) inspected the dwelling on the 21<sup>st</sup> of November, 2017. The inspection (by VDM) focused mainly on sections of the existing residence where additions and alterations will occur.

## 3. Council infrastructure

No major or significant defects were found in the inspected areas.

## 4. Calculations & References

Calculations and analysis was undertaken to ascertain the capability of the existing footings & structural components and to maintain its integrity, stability and adequate load-bearing capacity as determined by:

- AS/NZS 1170.0:2002: *Structural design actions – General principles*,
- AS/NZS 1170.1:2002: *Structural design actions – Permanent, imposed and other actions*,
- AS 1170.4:2007: *Structural design actions –Earthquake actions in Australia*,
- AS 2870:1996: *Residential slabs and footings – Construction*,
- AS 3600:2001: *Concrete Structures Codes*,
- AS3700:2001: *Masonry structures*,
- AS4100:1998: *Steel structures*.
- Building Code of Australia (BCA)
- Principles of structural mechanics.

Loads used for the analysis included:

- Dead load (DL) – reinforced concrete slab – 4.125kPa ( 421 kg/m<sup>2</sup>) self weight, brick walls above 3.4 kg/m<sup>2</sup>,
- Live load (LL) – 3.0kPa (305.8 kg/m<sup>2</sup>)
- Concrete self weight (sw) – 25 kN/m<sup>3</sup> (2,548 kg/ m<sup>3</sup>) includes steel reinforcement
- Steel -  $f_s = 230\text{MPa}$
- Concrete –  $f'_c = 25\text{MPa}$

Serviceability factors:

- Short term  $\psi_s = 0.7$
- Long term  $\psi_l = 0.4$

Strength factors

- Dead load – 1.2
- Live load – 1.5



certificate of adequacy\_16\_100-106 queenscliff rd\_1

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## 5. Conclusions/Recommendations

The structural conditions of the existing dwelling and the structural elements inspected were generally found to be satisfactory. Removing the soil and internal brick wall from the planter boxes reduces significantly the imposed dead load, this will assist on the long term deflection of the balcony, increasing the life span (working life) of the reinforced concrete (RC) suspended slab.

In addition, the risk of water penetrating the slab due to leaks or deterioration of the waterproofing is removed completely.

Based on the structural engineering analysis results and the visual inspection it is our opinion that the existing structures will not be adversely affected by the removal of the planter box. However, in order to maintain the structural integrity galvanized steel square hollow sections (65x65x6SHS) will need to be bolted to the reinforced concrete slab and tied back to the brick balustrade; refer to Figure 2.

Works MUST be carried out by a competent licensed builder ensuring good past records and up-to-date insurances i.e. public liability, home warranty insurance, workers compensation and professional indemnity insurance (if applicable).

This analysis has been based on loads applied on areas inspected and mentioned in this report only, any attempt to place these loads elsewhere shall require further analysis to ensure the integrity of the structure is maintained.

***This certificate shall not construe as relieving any other party of their responsibilities, liabilities, or contractual obligations.***

Digitally signed by Mario F Benitez  
DN: cn=Mario F Benitez, o=VDM  
Consulting Engineers P/L,  
ou=structures/geotechnical,  
email=vdm1@optusnet.com.au,  
c=AU  
Date: 2017.11.23 11:56:00 +11'00'

Mario F. Benitez, (B.E.(Structural)), CPEng., MIEAust. (418917) MIPENZ(111943)  
Senior Structural Engineer



## **SPECIAL BY-LAW 11 – Renovation Works at Lot 18**

### **PART 1 – COMPLIANCE**

- 1.1** Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all current and future Owners of Lot 18 in Strata Plan No. 10970 are subject to the benefits and obligations outlined in Part 3 of this By-Law.

### **PART 2 – DEFINITIONS**

- 2.1** In this By-Law, unless otherwise required by the context:
- 2.1.1 **Act** means *Strata Schemes Management Act 2015*.
  - 2.1.2 **By-Law** means this by-law.
  - 2.1.3 **Common Property** means any part of the common property created by the registration of Strata Plan No. 10970.
  - 2.1.4 **Strata Committee** means the Strata Committee for the time being of Strata Plan No. 10970.
  - 2.1.5 **Fixtures and Fittings** means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.
  - 2.1.6 **Lot** means lot 18 in Strata Plan No. 10970.
  - 2.1.7 **Owner** means the person, persons or entity for the time being recorded on the strata roll as an owner of the Lot in accordance with section 178 of the Act.
  - 2.1.8 **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan No. 10970.
  - 2.1.9 **Public Authority** has the meaning given to it in the *Environmental Planning and Assessment Act 1979*.
  - 2.1.10 **Regulation** means *Strata Schemes Management Regulation 2016*.
  - 2.1.11 **Work** means the work set out in item 3.1 and includes any further work carried out to maintain, repair or replace that work.
- 2.2** In this By-Law, unless the context otherwise requires:
- 2.2.1 The singular includes the plural and vice versa.
  - 2.2.2 Any gender includes any other gender.
  - 2.2.3 Unless otherwise defined, any term has the same meaning as in the Act.

2.2.4 A reference to legislation is also a reference to any amending or replacing legislation.

**2.3** In the case of any inconsistency between a provision of this By-Law and any other By-Law then, to the extent of such inconsistency, the terms of this By-Law prevail.

### **PART 3 – ALTERATION TO LOT 18**

**3.1** Subject to the conditions set out in item 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Property:

3.1.1 All work referred to in the scope of works, plans, drawings and the Certificate of Adequacy prepared by YOM Consulting Engineers Pty Ltd dated 23 November 2017, **annexed hereto and marked “B”**.

**3.2** Permission is granted for the Owner to carry out the Work, subject to the following conditions:

#### **General Conditions**

3.2.1 If the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.

3.2.2 The Owner is liable for the cost of the Work.

3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople.

3.2.4 The Work must be carried out in accordance with any approved plans.

3.2.5 The Work must be carried out in accordance with any relevant requirements of the *Environmental Planning and Assessment Act 1979* *Environmental Planning and Assessment Regulations 2000* including any Essential Fire Safety Measures.

3.2.6 The Work must be carried out in accordance with any relevant Australian Standards.

3.2.7 To the extent that the Work requires any repair, replacement or addition to the Common Property, all repaired, replaced or added Fixtures and Fittings shall vest in the Owners Corporation.

3.2.8 Notwithstanding condition 3.2.7, the Owner is responsible to maintain and keep the Work and the Fixtures and Fittings in a state of good and serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.

- 3.2.9 The Owner indemnifies the Owners Corporation in respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.
- 3.2.10 In the event that the Owners Corporation undertakes work to any Common Property or any lot in the future which occasions damage to the Work or Fixtures and Fittings, the Owners Corporation must at its own cost rectify and make good the damage incurred within a reasonable time and in a proper and workmanlike manner.
- 3.2.11 The Owner is liable for all costs associated with drafting, amending and registering this By-Law.
- 3.2.12 The Owner indemnifies the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this By-Law.
- 3.2.13 All new external finishes must match existing external finishes.
- 3.2.14 The Owner must provide all occupants of lots within the strata scheme with 14 days written notice of the nature of the Works and a works schedule.
- 3.2.15 All construction materials, equipment, debris and other material must be transported to and from the Lot in any manner reasonably directed by the Strata Committee.
- 3.2.16 All Common Property areas of the building must be reasonably protected from damage by the Work or by the transportation of construction materials, equipment, debris and other material to or from the Lot.
- 3.2.17 All Common Property areas outside the Lot must be kept clean and tidy whilst the Work is being completed.
- 3.2.18 The Work may only be carried out at the times reasonably directed by the Strata Committee.
- 3.2.19 The Owner must ensure that all debris resulting from the Work is removed immediately from the Lot and the Common Property.

**Conditions binding on successors in title**

- 3.2.20 For the avoidance of any doubt, the obligations and conditions imposed on the Owner herein shall be binding and enforceable as against the owner or owners for the time being of the Lot.





## **"B"**

### **Scope of Works – Unit 18**

1. Remove plants and soil from garden beds.
2. Demolish old brick garden bed internal wall and disposal of bricks.
3. Build 70 x 45 mm H3 treated pine wall to equivalent height.
4. Install 9 engineered galvanised posts.
5. Line wall with fibro sheets.
6. Waterproof old garden bed floor and fibro sheets.
7. Screed old garden bed floor to same height as existing tiles.
8. Waterproof over existing tiles. new screed, brick wall to a height of 50mm and fibro sheeting to a height of 50mm.
9. Tiling.

- GENERAL
- G1 During construction this is to be used in conjunction with the architectural drawings.
- G2 During construction the structure shall be maintained in a stable condition and no part shall be over stressed. Builders to ensure stability of existing structures the variety of excavation works.
- G3
- G4 The structural analysis sheets on these drawings have been designed for live loads as follows:
  - a. Residential 5 kN/m<sup>2</sup>
  - b. Office & Garage - 3.2N/m<sup>2</sup>
  - c. Roads - 1.2/1.2/2.5N/m<sup>2</sup>
  - d. Swimming - 1.2/1.2/2.5N/m<sup>2</sup>
  - e. Retaining - 1.2/1.2/2.5N/m<sup>2</sup>
  - f. Earth Retention - 1.2/1.2/2.5N/m<sup>2</sup>
- G5 Dimensions shall not be obtained by scaling from the drawings. All setting out dimensions shall be verified and any discrepancies shall be referred to the Engineer prior to commencement of works.
- G6 Annual probabilities of exceedance - importance level  
The importance level for the structure has been ascertained using AS/NZS 1170.6 Structural design actions Part 6. General Principles and the Building Code of Australia (BCA) as described below:
  - a. Consequence of failure - Ordinary
  - b. Description - Medium consequence for loss of human life, or considerable economic, social or environmental consequences
  - c. Importance level - 2
- G7 Probability of Exceedance
  - a. Design working life - 100 years
  - b. Return period level - 1000
  - c. Wind speed level - 140km/h (Category - IV)
  - d. Earthquake - 11000

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**STRUCTURAL STEELWORK**

members AS 1163.

82 Unless otherwise noted all structural steel shall be F = 300MPa in accordance with AS 3670,

83 hollow members AS 1163, flat bars AS 1111 and High strength bolts AS 1129.

84 Unless otherwise specified minimum connection shall be 2N 6 Grade 8.8S bolts, three gusset plates,

85 and four C/PW's (continuous full width)

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48 HOURS NOTICE IS REQUIRED BEFORE ANY SITE INSPECTION

1. Identify areas of all buildings prior to concrete pour
2. Any reinforcement prior to concrete pour
3. Tiebar & Steel Bracing prior to slabbing and/or tying
4. Urethane after installation
5. Urethane after installation
6. Urethane after installation

5. **CONTACT YOUR PCA (Principal Consulting Authority) AS TO REQUIREMENTS FOR MANDATORY CRITICAL STAGE INSPECTIONS IN ACCORDANCE WITH REVISED EPMA ACT REGULATIONS EFFECTIVE JULY 1, 2004**



A3

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A-05110161 P001-153006L (W000118)  
 Marie F. Butler, 26 (Grand) MA, Aust. Crim. (AUG97) 21:119-120  
 are appropriately qualified to carry this commission of the offence.  
 heavily so, that these plans are closely aligned with the conditions to develop  
 community projects in the area (including Code of Practice). A31110161. A31110161  
 A511004, A511798, A523005, A523006, A523007, A523008, A523009, A523010

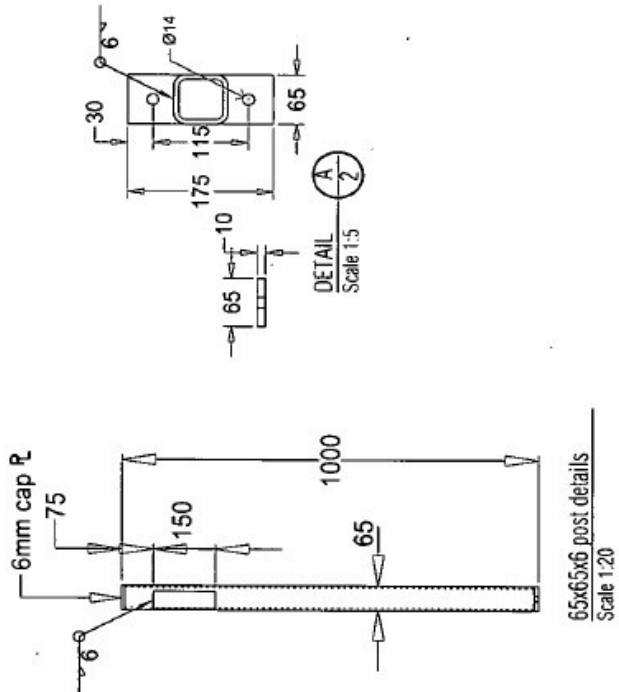
**VDM**

George F. VandeMere  
President & CEO

304 Riverside Drive  
Morrisville, NC 27560-2100  
PH: (919) 287-0263  
FAX: (919) 287-0103  
AOL: 101-344-763  
AOL: 40-101-344-763

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**CERTIFICATE OF ADEQUACY**  
**STRUCTURAL ENGINEERING**

**FOR – Ms. Heather BRADBURY**

---

**18 / 100-106 QUEENSCLIFF RD**  
**QUEENSCLIFF, NSW, 2096**  
**SP 10970**

Project N°: SD1711-008

Reference: 171104-A

Date: 23 November 2017



VDM

## 1. Aim

To assess the structural integrity and stability of an existing apartment dwelling and to ensure that the proposed alterations and additions to Unit 18, 100-106 Queenscliff Rd, Queenscliff, NSW, can be carried out without causing damages to the unit itself or neighbouring apartments (i.e. unit above or adjacent); refer to Figure 1.

## 2. Introduction / Discussion

The existing residence is a three storey block of units consisting of double brick walls founded on concrete footings and internal single brick walls with a tiled roof. The proposed alterations and additions include the demolition of an external brick planter box facing the internal courtyard with the outer brick balustrade left in-place; refer to Figure 1.

VDM Consulting Engineers Pty Ltd (VDM) inspected the dwelling on the 21<sup>st</sup> of November, 2017. The inspection (by VDM) focused mainly on sections of the existing residence where additions and alterations will occur.

## 3. Council infrastructure

No major or significant defects were found in the inspected areas.

## 4. Calculations & References

Calculations and analysis was undertaken to ascertain the capability of the existing footings & structural components and to maintain its integrity, stability and adequate load-bearing capacity as determined by:

- AS/NZS 1170.0:2002: *Structural design actions – General principles*,
- AS/NZS 1170.1:2002: *Structural design actions – Permanent, imposed and other actions*,
- AS 1170.4:2007: *Structural design actions –Earthquake actions in Australia*,
- AS 2870:1996: *Residential slabs and footings – Construction*,
- AS 3600:2001: *Concrete Structures Codes*,
- AS3700:2001: *Masonry structures*,
- AS4100:1998: *Steel structures*.
- Building Code of Australia (BCA)
- Principles of structural mechanics.

Loads used for the analysis included:

- Dead load (DL) – reinforced concrete slab – 4.125kPa ( 421 kg/m<sup>2</sup>) self weight, brick walls above 3.4 kg/m<sup>2</sup>,
- Live load (LL) – 3.0kPa (305.8 kg/m<sup>2</sup>)
- Concrete self weight (sw) – 25 kN/m<sup>3</sup> (2,548 kg/ m<sup>3</sup>) includes steel reinforcement
- Steel -  $f_s = 230\text{MPa}$
- Concrete -  $f'_c = 25\text{MPa}$

Serviceability factors:

- Short term  $\psi_s = 0.7$
- Long term  $\psi_l = 0.4$

Strength factors

- Dead load – 1.2
- Live load – 1.5



## 5. Conclusions/Recommendations

VDM

The structural conditions of the existing dwelling and the structural elements inspected were generally found to be satisfactory. Removing the soil and internal brick wall from the planter boxes reduces significantly the imposed dead load, this will assist on the long term deflection of the balcony, increasing the life span (working life) of the reinforced concrete (RC) suspended slab.

In addition, the risk of water penetrating the slab due to leaks or deterioration of the waterproofing is removed completely.

Based on the structural engineering analysis results and the visual inspection it is our opinion that the existing structures will not be adversely affected by the removal of the planter box. However, in order to maintain the structural integrity galvanized steel square hollow sections (65x65x6SHS) will need to be bolted to the reinforced concrete slab and tied back to the brick balustrade; refer to Figure 2.

Works MUST be carried out by a competent licensed builder ensuring good past records and up-to-date insurances i.e. public liability, home warranty insurance, workers compensation and professional indemnity insurance (if applicable).

This analysis has been based on loads applied on areas inspected and mentioned in this report only, any attempt to place these loads elsewhere shall required further analysis to ensure the integrity of the structure is maintained.

***This certificate shall not construe as relieving any other party of their responsibilities, liabilities, or contractual obligations.***



Digitally signed by Mario F Benitez  
DN: cn=Mario F Benitez, o=VDM  
Consulting Engineers P/L,  
ou=structures/geotechnical,  
email=vdm1@optusnet.com.au,  
c=AU  
Date: 2017.11.23 10:22:43 +11'00'

Mario F. Benítez, (B.E. (Structural)), CPEng., MIEAust. (418917) MIPENZ(111943)  
Senior Structural Engineer

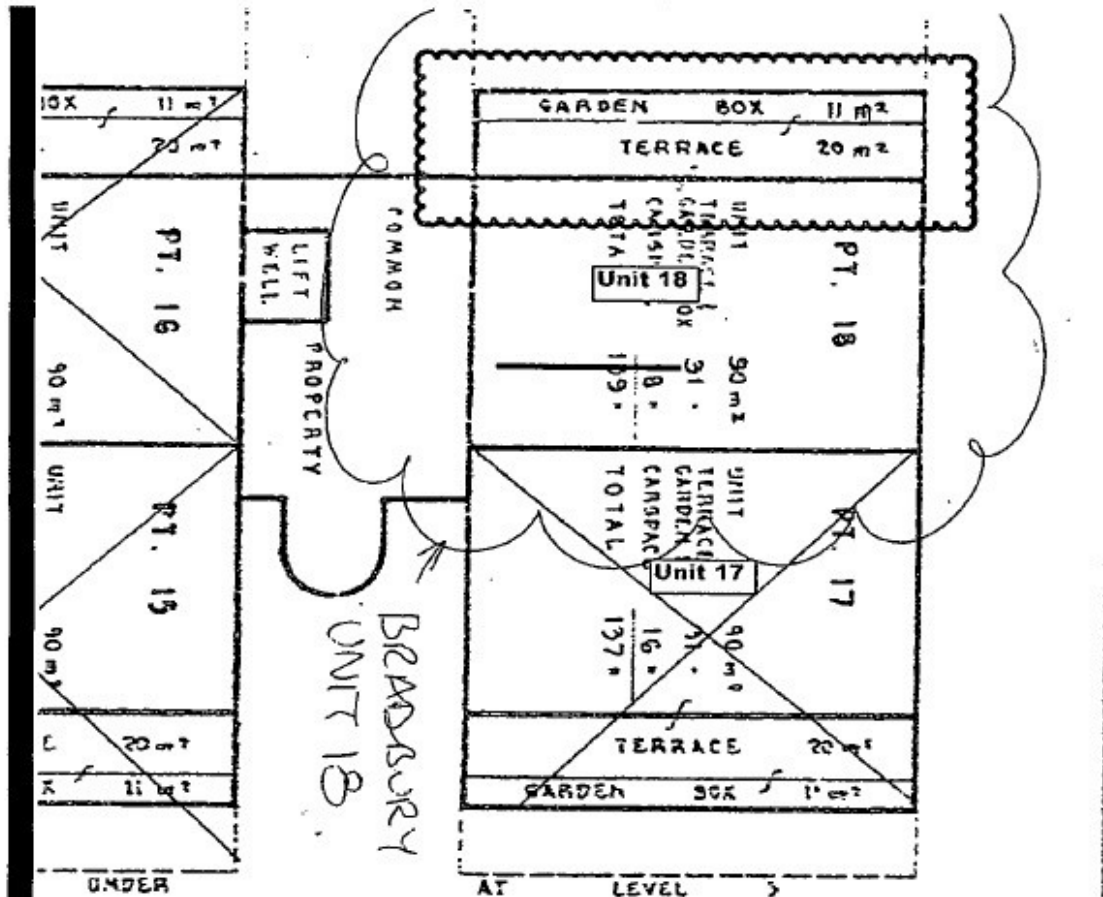


VDM

## Appendix







*[Signature]*  
28/08/18

## SPECIAL BY-LAW 12 – Renovation Works at Lot 26

### PART 1 – COMPLIANCE

- 1.1** Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all current and future Owners of Lot 26 in Strata Plan No. 10970 are subject to the benefits and obligations outlined in Part 3 of this By-Law.

### PART 2 – DEFINITIONS

- 2.1** In this By-Law, unless otherwise required by the context:
- 2.1.1 **Act** means *Strata Schemes Management Act 2015*.
  - 2.1.2 **By-Law** means this by-law.
  - 2.1.3 **Common Property** means any part of the common property created by the registration of Strata Plan No. 10970.
  - 2.1.4 **Strata Committee** means the Strata Committee for the time being of Strata Plan No. 10970.
  - 2.1.5 **Fixtures and Fittings** means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.
  - 2.1.6 **Lot** means lot 26 in Strata Plan No. 10970.
  - 2.1.7 **Owner** means the person, persons or entity for the time being recorded on the strata roll as an owner of the Lot in accordance with section 178 of the Act.
  - 2.1.8 **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan No. 10970.
  - 2.1.9 **Public Authority** has the meaning given to it in the *Environmental Planning and Assessment Act 1979*.
  - 2.1.10 **Regulation** means *Strata Schemes Management Regulation 2016*.
  - 2.1.11 **Work** means the work set out in item 3.1 and includes any further work carried out to maintain, repair or replace that work.
- 2.2** In this By-Law, unless the context otherwise requires:
- 2.2.1 The singular includes the plural and vice versa.
  - 2.2.2 Any gender includes any other gender.
  - 2.2.3 Unless otherwise defined, any term has the same meaning as in the Act.

2.2.4 A reference to legislation is also a reference to any amending or replacing legislation.

**2.3** In the case of any inconsistency between a provision of this By-Law and any other By-Law then, to the extent of such inconsistency, the terms of this By-Law prevail.

### **PART 3 – ALTERATION TO LOT 26**

**3.1** Subject to the conditions set out in item 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Property:

3.1.1 All work referred to in the scope of works, the plans and drawings, and the Certificate of Adequacy prepared by VDM Consulting Engineers Pty Ltd dated 4 June 2018, copies of which are annexed hereto and marked "B".

**3.2** Permission is granted for the Owner to carry out the Work, subject to the following conditions:

#### **General Conditions**

3.2.1 If the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.

3.2.2 The Owner is liable for the cost of the Work.

3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople.

3.2.4 The Work must be carried out in accordance with any approved plans.

3.2.5 The Work must be carried out in accordance with any relevant requirements of the *Environmental Planning and Assessment Act 1979* *Environmental Planning and Assessment Regulations 2000* including any Essential Fire Safety Measures.

3.2.6 The Work must be carried out in accordance with any relevant Australian Standards.

3.2.7 To the extent that the Work requires any repair, replacement or addition to the Common Property, all repaired, replaced or added Fixtures and Fittings shall vest in the Owners Corporation.

3.2.8 Notwithstanding condition 3.2.7, the Owner is responsible to maintain and keep the Work and the Fixtures and Fittings in a state of good and

serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.

- 3.2.9 The Owner indemnifies the Owners Corporation in respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.
- 3.2.10 In the event that the Owners Corporation undertakes work to any Common Property or any lot in the future which occasions damage to the Work or Fixtures and Fittings, the Owners Corporation must at its own cost rectify and make good the damage incurred within a reasonable time and in a proper and workmanlike manner.
- 3.2.11 The Owner is liable for all costs associated with drafting, amending and registering this By-Law.
- 3.2.12 The Owner indemnifies the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this By-Law.
- 3.2.13 All new external finishes must match existing external finishes.
- 3.2.14 The Owner must provide all occupants of lots within the strata scheme with 14 days written notice of the nature of the Works and a works schedule.
- 3.2.15 All construction materials, equipment, debris and other material must be transported to and from the Lot in any manner reasonably directed by the Strata Committee.
- 3.2.16 All Common Property areas of the building must be reasonably protected from damage by the Work or by the transportation of construction materials, equipment, debris and other material to or from the Lot.
- 3.2.17 All Common Property areas outside the Lot must be kept clean and tidy whilst the Work is being completed.
- 3.2.18 The Work may only be carried out at the times reasonably directed by the Strata Committee.
- 3.2.19 The Owner must ensure that all debris resulting from the Work is removed immediately from the Lot and the Common Property.

**Conditions binding on successors in title**

- 3.2.20 For the avoidance of any doubt, the obligations and conditions imposed on the Owner herein shall be binding and enforceable as against the owner or owners for the time being of the Lot.

## **“B”**

### **Scope of works garden box removal U26 – 100 Queenscliff Road**

- 1) Removal
  - Removal of plants and soil from entire planter box.
  - Clean soil to be deposited onsite (excluding plants, roots, or rocks) and as agreed by strata committee.
  - Demolishing inner brick wall of the planter box.
  - Outer brick wall to remain.
- 2) Construction of supporting wall
  - Reinforcement of existing outer wall with 65 x 65mm galvanised steel posts secured to bricks (as per construction in U17/16).
  - Add second supporting wall matching height of existing outer wall (using 70mm x 45mm H3 treated pine).
  - Finish supporting wall with fibro sheets.
- 3) Floor
  - Screed entire balcony (i.e. old garden bed floor plus existing balcony floor area)
  - New waterproofing across entire balcony and wall up to fibro sheets – 2 coats
  - Install new ceramic tiles
- 4) Glass Panel
  - Glass panel to be secured to supporting wall by Paul Martin Glass Systems as organised and paid through the OC.
  - This will bring height of external wall up to 1000mm.

*With thanks to Paul Duckworth for the design and construction ideas.*

## CONSTRUCTION NOTES

**GENERAL**

51 These drawings are to be read in conjunction with the architectural drawings.

52 During construction the structure shall be maintained in a stable condition and no part shall be ever

53 removed. Alter to ensure stability of existing structures the safety of occupation verve.

54 **UNIT 1: Material and workmanship**

55 **1.1.1. General** All work shall be done in accordance with the following:

56 **1.1.2. Materials**

57 **a. Reinforced Concrete** - 150 MPa

58 **b. Steel** - 250 MPa

59 **c. Brickwork** - 10 MPa

60 **d. Mortar** - 10 MPa

61 **e. Plaster** - 10 MPa

62 **f. Paint** - 10 MPa

63 **1.1.3. Workmanship**

64 **a. Reinforced Concrete** - 150 MPa

65 **b. Steel** - 250 MPa

66 **c. Brickwork** - 10 MPa

67 **d. Mortar** - 10 MPa

68 **e. Plaster** - 10 MPa

69 **f. Paint** - 10 MPa

70 **1.1.4. Workmanship**

71 **a. Reinforced Concrete** - 150 MPa

72 **b. Steel** - 250 MPa

73 **c. Brickwork** - 10 MPa

74 **d. Mortar** - 10 MPa

75 **e. Plaster** - 10 MPa

76 **f. Paint** - 10 MPa

77 **1.1.5. Workmanship**

78 **a. Reinforced Concrete** - 150 MPa

79 **b. Steel** - 250 MPa

80 **c. Brickwork** - 10 MPa

81 **d. Mortar** - 10 MPa

82 **e. Plaster** - 10 MPa

83 **f. Paint** - 10 MPa

84 **1.1.6. Workmanship**

85 **a. Reinforced Concrete** - 150 MPa

86 **b. Steel** - 250 MPa

87 **c. Brickwork** - 10 MPa

88 **d. Mortar** - 10 MPa

89 **e. Plaster** - 10 MPa

90 **f. Paint** - 10 MPa

91 **1.1.7. Workmanship**

92 **a. Reinforced Concrete** - 150 MPa

93 **b. Steel** - 250 MPa

94 **c. Brickwork** - 10 MPa

95 **d. Mortar** - 10 MPa

96 **e. Plaster** - 10 MPa

97 **f. Paint** - 10 MPa

98 **1.1.8. Workmanship**

99 **a. Reinforced Concrete** - 150 MPa

100 **b. Steel** - 250 MPa

101 **c. Brickwork** - 10 MPa

102 **d. Mortar** - 10 MPa

103 **e. Plaster** - 10 MPa

104 **f. Paint** - 10 MPa

105 **1.1.9. Workmanship**

106 **a. Reinforced Concrete** - 150 MPa

107 **b. Steel** - 250 MPa

108 **c. Brickwork** - 10 MPa

109 **d. Mortar** - 10 MPa

110 **e. Plaster** - 10 MPa

111 **f. Paint** - 10 MPa

112 **1.1.10. Workmanship**

113 **a. Reinforced Concrete** - 150 MPa

114 **b. Steel** - 250 MPa

115 **c. Brickwork** - 10 MPa

116 **d. Mortar** - 10 MPa

117 **e. Plaster** - 10 MPa

118 **f. Paint** - 10 MPa

119 **1.1.11. Workmanship**

120 **a. Reinforced Concrete** - 150 MPa

121 **b. Steel** - 250 MPa

122 **c. Brickwork** - 10 MPa

123 **d. Mortar** - 10 MPa

124 **e. Plaster** - 10 MPa

125 **f. Paint** - 10 MPa

126 **1.1.12. Workmanship**

127 **a. Reinforced Concrete** - 150 MPa

128 **b. Steel** - 250 MPa

129 **c. Brickwork** - 10 MPa

130 **d. Mortar** - 10 MPa

131 **e. Plaster** - 10 MPa

132 **f. Paint** - 10 MPa

133 **1.1.13. Workmanship**

134 **a. Reinforced Concrete** - 150 MPa

135 **b. Steel** - 250 MPa

136 **c. Brickwork** - 10 MPa

137 **d. Mortar** - 10 MPa

138 **e. Plaster** - 10 MPa

139 **f. Paint** - 10 MPa

140 **1.1.14. Workmanship**

141 **a. Reinforced Concrete** - 150 MPa

142 **b. Steel** - 250 MPa

143 **c. Brickwork** - 10 MPa

144 **d. Mortar** - 10 MPa

145 **e. Plaster** - 10 MPa

146 **f. Paint** - 10 MPa

147 **1.1.15. Workmanship**

148 **a. Reinforced Concrete** - 150 MPa

149 **b. Steel** - 250 MPa

150 **c. Brickwork** - 10 MPa

151 **d. Mortar** - 10 MPa

152 **e. Plaster** - 10 MPa

153 **f. Paint** - 10 MPa

154 **1.1.16. Workmanship**

155 **a. Reinforced Concrete** - 150 MPa

156 **b. Steel** - 250 MPa

157 **c. Brickwork** - 10 MPa

158 **d. Mortar** - 10 MPa

159 **e. Plaster** - 10 MPa

160 **f. Paint** - 10 MPa

161 **1.1.17. Workmanship**

162 **a. Reinforced Concrete** - 150 MPa

163 **b. Steel** - 250 MPa

164 **c. Brickwork** - 10 MPa

165 **d. Mortar** - 10 MPa

166 **e. Plaster** - 10 MPa

167 **f. Paint** - 10 MPa

168 **1.1.18. Workmanship**

169 **a. Reinforced Concrete** - 150 MPa

170 **b. Steel** - 250 MPa

171 **c. Brickwork** - 10 MPa

172 **d. Mortar** - 10 MPa

173 **e. Plaster** - 10 MPa

174 **f. Paint** - 10 MPa

175 **1.1.19. Workmanship**

176 **a. Reinforced Concrete** - 150 MPa

177 **b. Steel** - 250 MPa

178 **c. Brickwork** - 10 MPa

179 **d. Mortar** - 10 MPa

180 **e. Plaster** - 10 MPa

181 **f. Paint** - 10 MPa

182 **1.1.20. Workmanship**

183 **a. Reinforced Concrete** - 150 MPa

184 **b. Steel** - 250 MPa

185 **c. Brickwork** - 10 MPa

186 **d. Mortar** - 10 MPa

187 **e. Plaster** - 10 MPa

188 **f. Paint** - 10 MPa

189 **1.1.21. Workmanship**

190 **a. Reinforced Concrete** - 150 MPa

191 **b. Steel** - 250 MPa

192 **c. Brickwork** - 10 MPa

193 **d. Mortar** - 10 MPa

194 **e. Plaster** - 10 MPa

195 **f. Paint** - 10 MPa

196 **1.1.22. Workmanship**

197 **a. Reinforced Concrete** - 150 MPa

198 **b. Steel** - 250 MPa

199 **c. Brickwork** - 10 MPa

200 **d. Mortar** - 10 MPa

201 **e. Plaster** - 10 MPa

202 **f. Paint** - 10 MPa

203 **1.1.23. Workmanship**

204 **a. Reinforced Concrete** - 150 MPa

205 **b. Steel** - 250 MPa

206 **c. Brickwork** - 10 MPa

207 **d. Mortar** - 10 MPa

208 **e. Plaster** - 10 MPa

209 **f. Paint** - 10 MPa

210 **1.1.24. Workmanship**

211 **a. Reinforced Concrete** - 150 MPa

212 **b. Steel** - 250 MPa

213 **c. Brickwork** - 10 MPa

214 **d. Mortar** - 10 MPa

215 **e. Plaster** - 10 MPa

216 **f. Paint** - 10 MPa

217 **1.1.25. Workmanship**

218 **a. Reinforced Concrete** - 150 MPa

219 **b. Steel** - 250 MPa

220 **c. Brickwork** - 10 MPa

221 **d. Mortar** - 10 MPa

222 **e. Plaster** - 10 MPa

223 **f. Paint** - 10 MPa

224 **1.1.26. Workmanship**

225 **a. Reinforced Concrete** - 150 MPa

226 **b. Steel** - 250 MPa

227 **c. Brickwork** - 10 MPa

228 **d. Mortar** - 10 MPa

229 **e. Plaster** - 10 MPa

230 **f. Paint** - 10 MPa

68 of 75



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[illegible][illegible]

EXTERNAL ELEMENTS & ELEMENTS WITHIN OTHER SHIN OF EXTERNAL CAVITY WALLS

b. Preparation based on a minimum class 2.2 in accordance with AS 162 Part 4. The preparation is done in the same way as in the previous class (see 14.16).

c. After sand 2 pack epoxy high gloss finish, see table, after 10 days.

d. After sand 2 pack epoxy high gloss finish to 100 µm (4 µm in AS 162 Part 4) in an appropriate color.

e. After dipping gelcoat into AS 480.

f. Where the gelcoat (70-80 g/gelcoat) coating is compromised by welding, cutting or damage, inorganic zinc-rich primers (minimum 50% zinc content) is to be applied after one drying off time (see 3 coats minimum) of 100 µm (4 µm) in accordance with AS 480.

INSPECTION BY ENGINEER  
48 HOURS NOTICE IS REQUIRED BEFORE ANY SITE INSPECTION

1. Seating table of all boaters prior to commencing your
2. Any refreshment prior to commencing your
3. Traction & Speed training prior to starting actual sailing
4. Lay out the rigging
5. CONTACT YOUR PCA (Principal Certificate Authority) AS TO REQUIREMENTS FOR MANU-FORY CRITICAL STAGE INSPECTIONS IN ACCORDANCE WITH REVISED ISMAACT REGULATIONS EFFECTIVE JULY 2004

[illegible]







**CERTIFICATE OF ADEQUACY**  
**STRUCTURAL ENGINEERING**  
**FOR – Ms. Stephanie DEBRUYNE**

**26 / 100-106 QUEENSCLIFF RD**  
**QUEENSCLIFF, NSW, 2096**  
**SP 10970**

Project N<sup>o</sup>: SD1806-005  
Reference: 180510-A  
Date: 4 June 2018

VDM – Mona Vale – NSW – Australia ACN 101 544 763



## 1. Aim

To assess the structural integrity and stability of an existing apartment dwelling and to ensure that the proposed alterations and additions to Unit 26, 100-106 Queenscliff Rd, Queenscliff, NSW, can be carried out without causing damages to the unit itself or neighbouring apartments (i.e. unit above or adjacent); refer to Figure 1.

## 2. Introduction / Discussion

The existing residence is a three storey block of units consisting of double brick walls founded on concrete footings and internal single brick walls with a tiled roof. The proposed alterations and additions include the demolition of an external brick planter box facing the internal courtyard with the outer brick balustrade left in-place; refer to Figures 1 & 2.

In addition, the Entry and Hall arched walls will be squared at the top and an opening of 1.0x0.9m between the Kitchen and Living will be created it: Refer to Figure 2.

VDM Consulting Engineers Pty Ltd (VDM) inspected the dwelling on the 17<sup>th</sup> May, 2018. The inspection (by VDM) focused mainly on sections of the existing residence where additions and alterations will occur.

## 3. Council infrastructure

No major or significant defects were found in the inspected areas.

## 4. Calculations & References

Calculations and analysis was undertaken to ascertain the capability of the existing footings & structural components and to maintain its integrity, stability and adequate load-bearing capacity as determined by:

- AS/NZS 1170.0:2002: *Structural design actions – General principles*,
- AS/NZS 1170.1:2002: *Structural design actions – Permanent, imposed and other actions*,
- AS 1170.4:2007: *Structural design actions – Earthquake actions in Australia*,
- AS 2870:1996: *Residential slabs and footings – Construction*,
- AS 3600:2001: *Concrete Structures Codes*,
- AS3700:2001: *Masonry structures*,
- AS4100:1998: *Steel structures*.
- Building Code of Australia (BCA),
- Nation Construction Code, (NCC),
- Principles of structural mechanics.

Loads used for the analysis included:

- Dead load (DL) – reinforced concrete slab – 4.125kPa ( 421 kg/m<sup>2</sup>) self weight, brick walls above 3.4 kg/m<sup>2</sup>,
- Live load (LL) – 3.0kPa (305.8 kg/m<sup>2</sup>)
- Concrete self weight (sw) – 25 kN/m<sup>3</sup> (2,548 kg/ m<sup>3</sup>) includes steel reinforcement
- Steel -  $f_s = 230\text{MPa}$
- Concrete –  $f'_c = 25\text{MPa}$

Serviceability factors:

- Short term  $\psi_s = 0.7$
- Long term  $\psi_l = 0.4$

certificate of adequacy\_26\_100-106 queenscliff rd\_1



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Strength factors

- Dead load – 1.2
- Live load – 1.5

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**5. Conclusions/Recommendations**

The structural conditions of the existing dwelling and the structural elements inspected were generally found to be satisfactory. Removing the soil and internal brick wall from the planter boxes reduces significantly the imposed dead load, this will assist on the long term deflection of the balcony, increasing the life span (working life) of the reinforced concrete (RC) suspended slab.

In addition, the risk of water penetrating the slab due to leaks or deterioration of the waterproofing is removed completely. The squaring of the arched walls and the proposed opening between the Kitchen and Living areas will not cause any debilitating effects to the reinforced concrete slab above. An 85x8mm galvanized lintel will need to be place above the opening to support the bricks above.

Based on the structural engineering analysis results and the visual inspection it is our opinion that the existing structures will not be adversely affected by the removal of the planter box. However, in order to maintain the structural integrity galvanized steel square hollow sections (65x65x6SHS) will need to be bolted to the reinforced concrete slab and tied back to the brick balustrade; refer to Figure 2.

Works MUST be carried out by a competent licensed builder ensuring good past records and up-to-date insurances i.e. public liability, home warranty insurance, workers compensation and professional indemnity insurance (if applicable).

This analysis has been based on loads applied on areas inspected and mentioned in this report only, any attempt to place these loads elsewhere shall required further analysis to ensure the integrity of the structure is maintained.

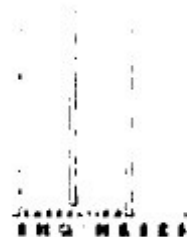
***This certificate shall not construe as relieving any other party of their responsibilities, liabilities, or contractual obligations.***



Digitally signed by Mario F Benitez  
DN: cn=Mario F Benitez, o=VDM  
Consulting Engineers P/L,  
ou=structures/geotechnical,  
email=vdm1@optusnet.com.au,  
c=AU  
Date: 2018.06.04 15:41:20 +10'00'

Mario F. Benitez, (B.E.(Structural)), CPEng., MIEAust. (418917) MIPENZ(111943)  
Senior Structural Engineer

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## Appendix

certificate of adequacy\_26\_100-106 queenscliff rd\_1



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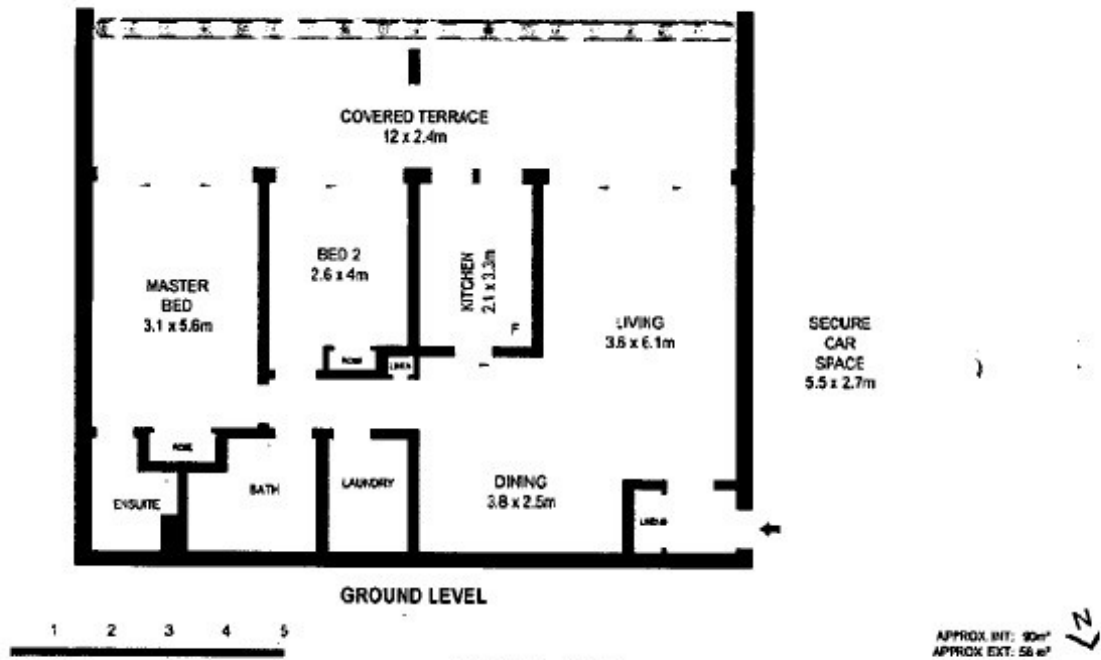


Figure 1 - Existing

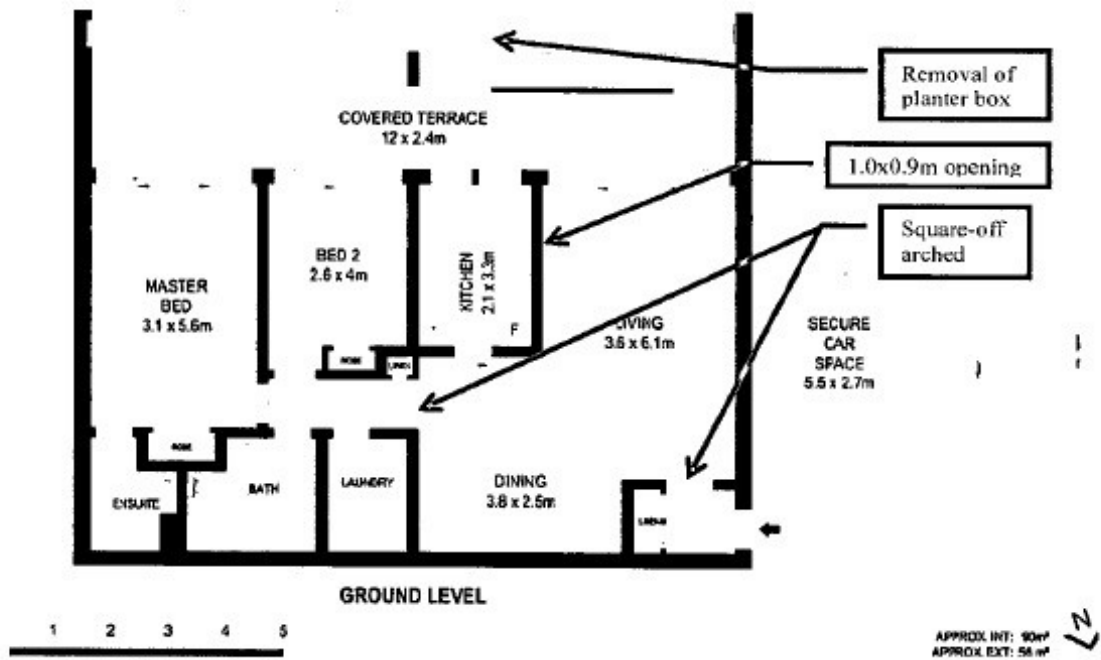


Figure 2 - Proposed alterations and additions

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## SPECIAL BY-LAW 13 – Renovation Works at Lot 17

### PART 1 – COMPLIANCE

- 1.1** Notwithstanding anything contained in the by-laws which otherwise apply to this scheme, all current and future Owners of Lot 17 in Strata Plan No. 10970 are subject to the benefits and obligations outlined in Part 3 of this By-Law.

### PART 2 – DEFINITIONS

- 2.1** In this By-Law, unless otherwise required by the context:
- 2.1.1 **Act** means *Strata Schemes Management Act 2015*.
  - 2.1.2 **By-Law** means this by-law.
  - 2.1.3 **Common Property** means any part of the common property created by the registration of Strata Plan No. 10970.
  - 2.1.4 **Strata Committee** means the Strata Committee for the time being of Strata Plan No. 10970.
  - 2.1.5 **Fixtures and Fittings** means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.
  - 2.1.6 **Lot** means lot 17 in Strata Plan No. 10970.
  - 2.1.7 **Owner** means the person, persons or entity for the time being recorded on the strata roll as an owner of the Lot in accordance with section 178 of the Act.
  - 2.1.8 **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan No. 10970.
  - 2.1.9 **Public Authority** has the meaning given to it in the *Environmental Planning and Assessment Act 1979*.
  - 2.1.10 **Regulation** means *Strata Schemes Management Regulation 2016*.
  - 2.1.11 **Work** means the work set out in item 3.1 and includes any further work carried out to maintain, repair or replace that work.
- 2.2** In this By-Law, unless the context otherwise requires:
- 2.2.1 The singular includes the plural and vice versa.
  - 2.2.2 Any gender includes any other gender.
  - 2.2.3 Unless otherwise defined, any term has the same meaning as in the Act.

2.2.4 A reference to legislation is also a reference to any amending or replacing legislation.

**2.3** In the case of any inconsistency between a provision of this By-Law and any other By-Law then, to the extent of such inconsistency, the terms of this By-Law prevail.

### **PART 3 – ALTERATION TO LOT 17**

**3.1** Subject to the conditions set out in item 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Property:

3.1.1 All work referred to in the plans, drawings, and the Certificate of Adequacy prepared by VDM Consulting Engineers Pty Ltd dated 12 May 2017, annexed hereto and marked “B”.

**3.2** Permission is granted for the Owner to carry out the Work, subject to the following conditions:

#### **General Conditions**

3.2.1 If the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.

3.2.2 The Owner is liable for the cost of the Work.

3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople.

3.2.4 The Work must be carried out in accordance with any approved plans.

3.2.5 The Work must be carried out in accordance with any relevant requirements of the *Environmental Planning and Assessment Act 1979* *Environmental Planning and Assessment Regulations 2000* including any Essential Fire Safety Measures.

3.2.6 The Work must be carried out in accordance with any relevant Australian Standards.

3.2.7 To the extent that the Work requires any repair, replacement or addition to the Common Property, all repaired, replaced or added Fixtures and Fittings shall vest in the Owners Corporation.

3.2.8 Notwithstanding condition 3.2.7, the Owner is responsible to maintain and keep the Work and the Fixtures and Fittings in a state of good and serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.



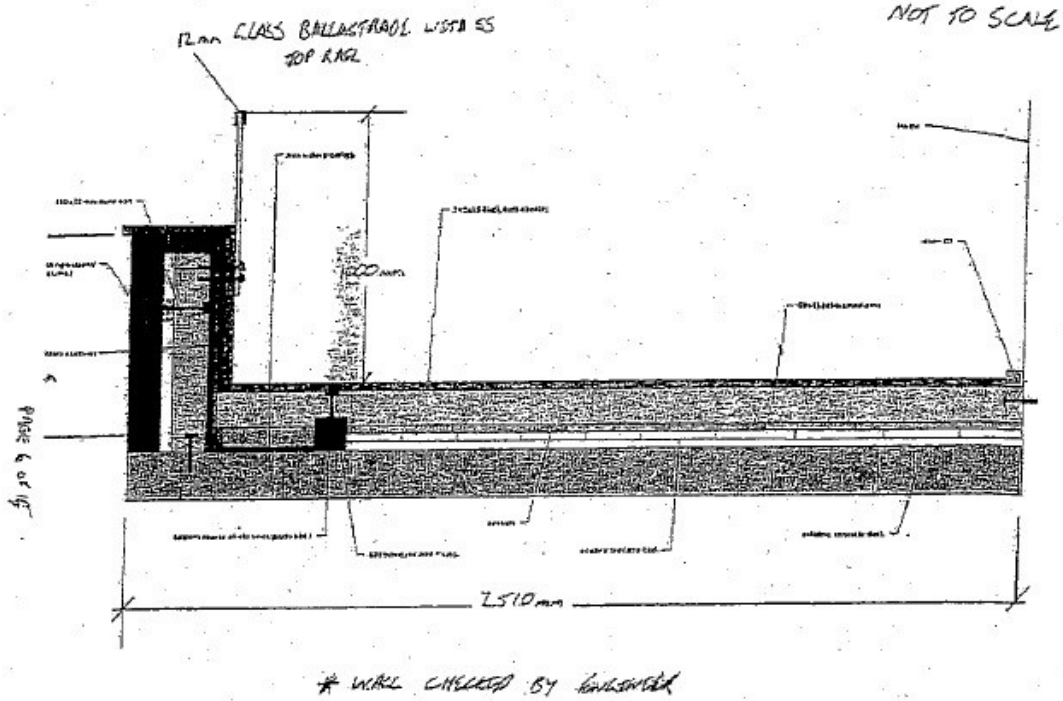
- 3.2.9 The Owner indemnifies the Owners Corporation in respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.
- 3.2.10 In the event that the Owners Corporation undertakes work to any Common Property or any lot in the future which occasions damage to the Work or Fixtures and Fittings, the Owners Corporation must at its own cost rectify and make good the damage incurred within a reasonable time and in a proper and workmanlike manner.
- 3.2.11 The Owner is liable for all costs associated with drafting, amending and registering this By-Law.
- 3.2.12 The Owner indemnifies the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this By-Law.
- 3.2.13 All new external finishes must match existing external finishes.
- 3.2.14 The Owner must provide all occupants of lots within the strata scheme with 14 days written notice of the nature of the Works and a works schedule.
- 3.2.15 All construction materials, equipment, debris and other material must be transported to and from the Lot in any manner reasonably directed by the Strata Committee.
- 3.2.16 All Common Property areas of the building must be reasonably protected from damage by the Work or by the transportation of construction materials, equipment, debris and other material to or from the Lot.
- 3.2.17 All Common Property areas outside the Lot must be kept clean and tidy whilst the Work is being completed.
- 3.2.18 The Work may only be carried out at the times reasonably directed by the Strata Committee.
- 3.2.19 The Owner must ensure that all debris resulting from the Work is removed immediately from the Lot and the Common Property.

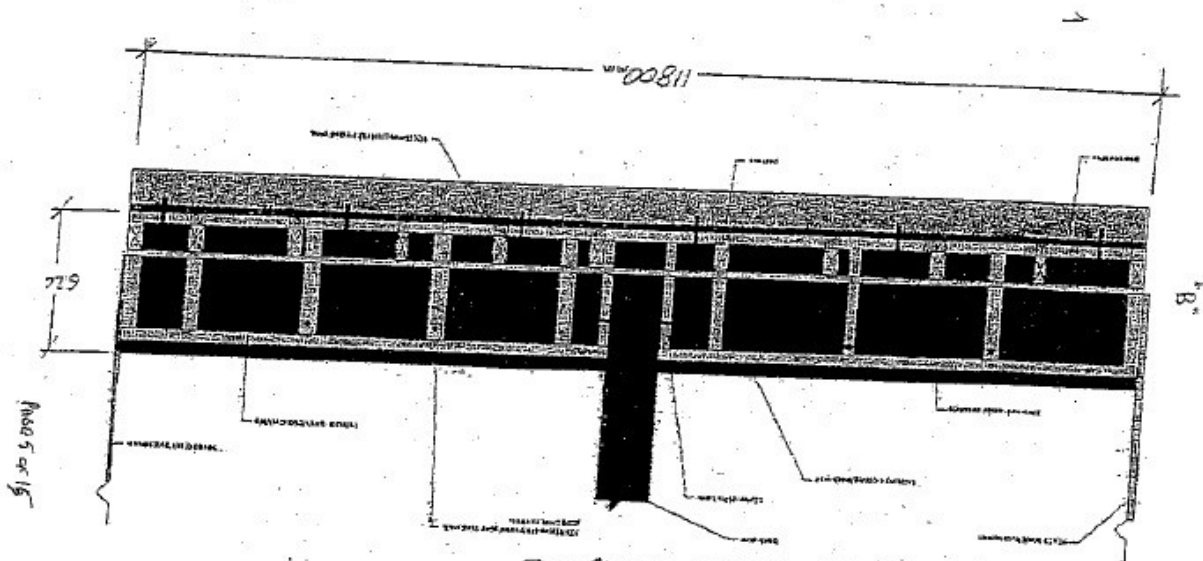
**Conditions binding on successors in title**

- 3.2.20 For the avoidance of any doubt, the obligations and conditions imposed on the Owner herein shall be binding and enforceable as against the owner or owners for the time being of the Lot.



**"B"**





THIS PAGE HAS THE NEXT SUCCEEDING 10 PAGES IS THE  
 ANNEXURE ATTACHED "B" TO THE NSW BY-LAW BEING SPECIAL  
 BY-LAW 7 OF THE BY-LAWS TO THE STRATA SCHEME FOR  
 SP10070.


NOT TO SCALE



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NOTE:  
-ALL WATER-PROOFING WORKS TO BE CARRIED-OUT BY A COMPETENT-LICENSED  
"WATER-PROOFING SPECIALIST AND TO COMPLY WITH AS 3540-1994.  
-REPAIR / DEMOLITION OF 1 WATERMAGN NEEDED FOR WATER-PROOFING ARE TO BE  
CONFIRMED BY A WATER-PROOFING SPECIALIST PRIOR TO COMMENCEMENT OF WORKS.  
-ALL WORKS AND PENETRATIONS ARE TO BE COMPLETED WITH THE WATER-PROOFING  
SPECIALIST, PRIOR TO COMMENCEMENT OF WORK.

ACTION PLANS		FILE #	DATE	COMMENTS	INITIALS	NOTES	STATUS	CLIENT	SHAWMUT M.D.	SHAWMUT NAME
	IN CONNECTION WITH SHAWMUT M.D. (SHAWMUT M.D. IS A TRADE NAME OF SHAWMUT M.D. INC.)					<p>This activity is the responsibility of the client. It is not the responsibility of the attorney or any other person. It is the responsibility of the client to ensure that the activity is completed in a timely manner.</p> <p>The activity is the responsibility of the client. It is not the responsibility of the attorney or any other person. It is the responsibility of the client to ensure that the activity is completed in a timely manner.</p>		SHAWMUT HANES	01	SHAWMUT HANES
								FRANKLIN ADDRESS	DATE	SHAWMUT NAME
								1000 SHAWMUT HANES	SHAWMUT HANES	SHAWMUT HANES



Page 7 of 15

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**STANDARD TOWNSHIP**  
 1. **Administrative** - The Township is organized into three divisions: **General Services**, **Public Works**, and **Finance**. The **General Services** division is headed by the **Township Administrator**, who is responsible for the day-to-day operations of the Township. The **Public Works** division is headed by the **Township Engineer**, who is responsible for the maintenance and improvement of the Township's infrastructure. The **Finance** division is headed by the **Township Treasurer**, who is responsible for the Township's financial affairs.  
 2. **Legislative** - The Township is governed by the **Township Board of Supervisors**, which is composed of seven members. The Board is responsible for the overall management of the Township, including the adoption of the annual budget, the issuance of bonds, and the declaration of emergencies. The Board also has the authority to appoint and remove the Township Administrator and the Township Engineer.  
 3. **Executive** - The Township Administrator is the chief executive officer of the Township. He or she is responsible for implementing the policies and decisions of the Board of Supervisors. The Township Engineer is the chief executive officer of the Public Works division. He or she is responsible for the maintenance and improvement of the Township's infrastructure. The Township Treasurer is the chief executive officer of the Finance division. He or she is responsible for the Township's financial affairs.  
 4. **Services** - The Township provides a variety of services to its residents, including the collection and disposal of garbage, the maintenance of the Township's roads and bridges, and the provision of fire protection. The Township also provides a variety of other services, including the operation of a public library and the provision of social services.  
 5. **Facilities** - The Township owns and operates a variety of facilities, including a public library, a senior center, and a community center. The Township also owns and operates a variety of other facilities, including a public works building and a fire station.  
 6. **Personnel** - The Township employs a variety of personnel, including the Township Administrator, the Township Engineer, the Township Treasurer, and a variety of other staff members. The Township also employs a variety of other personnel, including police officers, firefighters, and social workers.  
 7. **Financial** - The Township's financial affairs are managed by the Township Treasurer. The Treasurer is responsible for the preparation and adoption of the annual budget, the issuance of bonds, and the management of the Township's assets and liabilities. The Treasurer also provides financial information to the Board of Supervisors and the public.  
 8. **Public Works** - The Township's Public Works division is responsible for the maintenance and improvement of the Township's infrastructure. This includes the maintenance of the Township's roads and bridges, the collection and disposal of garbage, and the provision of fire protection. The Public Works division also provides a variety of other services, including the operation of a public library and the provision of social services.  
 9. **General Services** - The Township's General Services division is responsible for the day-to-day operations of the Township. This includes the management of the Township's personnel, the provision of administrative support, and the coordination of the Township's various activities. The General Services division also provides a variety of other services, including the operation of a public library and the provision of social services.  
 10. **Community** - The Township is a part of the larger community. It is responsible for providing services to its residents and for contributing to the overall well-being of the community. The Township also has a variety of other responsibilities, including the protection of the environment and the promotion of economic development.

1. PERSONAL INFORMATION  
a. All addresses:  
b. Date of birth:  
c. Dates of release from all penal institutions and dates of imprisonment: 1943-45, 1946-47 and 1948-49  
d. Dates of release from all psychiatric hospitals and dates of commitment: 1943-45, 1946-47 and 1948-49  
e. Dates of release from all military hospitals and dates of commitment: 1943-45, 1946-47 and 1948-49  
f. Dates of release from all civilian hospitals and dates of commitment: 1943-45, 1946-47 and 1948-49  
g. Dates of release from all other hospitals and dates of commitment: 1943-45, 1946-47 and 1948-49  
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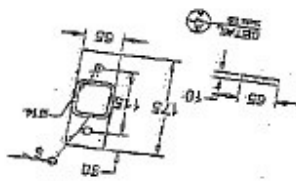
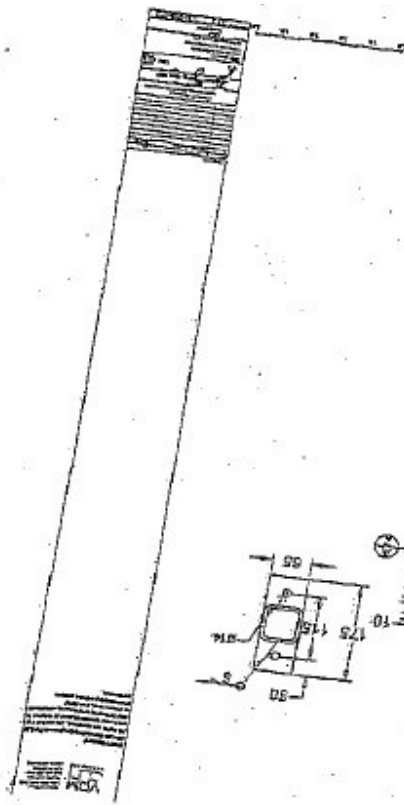
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 200. PRINT SIGNATURE \_\_\_\_\_  
 201. PRINT NAME \_\_\_\_\_  
 202. PRINT ADDRESS \_\_\_\_\_  
 203. PRINT CITY \_\_\_\_\_  
 204. PRINT STATE \_\_\_\_\_  
 205. PRINT ZIP \_\_\_\_\_  
 206. PRINT PHONE \_\_\_\_\_  
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 218. PRINT ADDRESS \_\_\_\_\_  
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 220. PRINT STATE \_\_\_\_\_




A close-up photograph of a document, likely a check or receipt, showing a date stamp "JAN 28 1977" and a stamp that reads "COURTESY OF THE".





*[Handwritten signature]*





CERTIFICATE OF ADEQUACY  
STRUCTURAL ENGINEERING

FOR - Mr. Paul DUCKWORTH

100-106 QUEENSLAND RD

QUEENSLAND NSW 2096

SP-10970

Project N°: SD1705-008

Reference: 170330-A

Date: 12 May 2017

VDM - Mono File - NSW - Australia ACN 181 544 763



### 5. Conclusions/Recommendations

The structural conditions of the existing dwelling and the structural elements inspected were generally found to be satisfactory. Removing the soil and internal brick wall from the planter boxes reduces significantly the imposed dead load, this will assist on the long term deflection of the balcony, increasing the life span (working life) of the reinforced concrete (RC) suspended slab. In addition, the risk of water penetrating the slab due to leaks or deterioration of the waterproofing is removed completely.

Based on the structural engineering analysis results and the visual inspection it is our opinion that the existing structures will not be adversely affected by the removal of the planter box. However, in order to maintain the structural integrity galvanized steel square hollow sections (65x65x6SHS) will need to be bolted to the reinforced concrete slab and tied back to the brick balustrade, refer to Figure 2. Works MUST be carried out by a competent licensed builder ensuring good past records and up-to-date insurances i.e. public liability, home warranty insurance, workers compensation and professional indemnity insurance (if applicable).

This analysis has been based on loads applied on areas inspected and mentioned in this report only, any attempt to place these loads elsewhere shall required further analysis to ensure the integrity of the structure is maintained.

*This certificate shall not construe as relieving any other party of their responsibilities, liabilities, or contractual obligations.*

Digitally signed by Mario F. Benitez  
DN: cn=Mario F. Benitez, o=VDM  
Consulting Engineers P.A.,  
ou=Structural Engineering, email=mario.f.benitez@vdm.co.nz,  
c=NZ  
Date: 2017.12.12 12:58:41 +1300

Mario F. Benitez, (B.E. Structural), CP Eng., Lic. No. 418517, MIPENZ (111943)  
Senior Structural Engineer

certificate of adequacy - 170311

12032017 7:43 AM



VDM

Appendix

certificate of occupancy - 170511

12052007 7:43 AM





SCOPE OF WORKS: - (as detailed on the attached drawings).  
Removal of the plants and soil from the existing planter boxes.  
Demolition of the planter box inner brick wall, leaving the bottom brick course intact so as not to disturb the membrane below the tiled floor area.  
Construct a self-supporting 90mm x 45mm, H.S. treated pine, framework to the same height as the planter box outer brick wall.  
Line the new frame work with water-resistant sheets.  
Carry out water proofing to the floor slab of the planter box, water proof sheets and remaining brick course of the inner wall.  
Fix timber battens to the water-resistant sheets to support the Timber Decking and eventual glass panelling.  
Install floor joists over tiled area; without compromising the tiled area membrane, for decking to be screwed to.  
Install tightly drawn shade cloth over the joists, prior to decking, to prevent leaves, etc. accumulating in the floor space beneath the decking.  
Install 130mm x 19mm Black Butt Decking over the entire area.  
Decking to be secured using SS screws.  
Remove all debris from site.



A handwritten signature in dark ink, appearing to be 'Jm' or similar, located to the right of the circular seal.

## **SPECIAL BY-LAW 14 – Cosmetic Renovations**

- (1) In this by-law “**Cosmetic Work**” means an owner’s work which affects the common property in connection with their lot for the following purposes:
- (a) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
  - (b) installing or replacing handrails;
  - (c) painting;
  - (d) filling minor holes and cracks in internal walls (*\*please advise Strata Manager of structural cracking*);
  - (e) laying carpet (*\*cannot be done without inspection of concrete slab in advance*);
  - (f) installing or replacing built-in wardrobes;
  - (g) installing or replacing internal blinds and curtains (*\*must be white on outside*);
  - (h) installing any locking or other safety device for protection of a lot against intruders;
  - (i) installing any screen or other device to prevent entry of animals or insects on the lot;
  - (j) installing any locking or other safety device to improve safety within a lot;
  - (k) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
  - (l) any other work described in Section 109(2) of the Act;
- but does not include:
- (i) Minor Renovations as defined in Special By-law 5;
  - (ii) work involving structural changes;
  - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
  - (iv) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
  - (v) work involving waterproofing or the plumbing or exhaust system of the property;

- (vi) work involving reconfiguring walls;
- (vii) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
- (viii) any other work described in Section 109(5) of the Act.

### **Cosmetic Work**

- (2) An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 4 to 8. (*\*As with carpet instalment or replacement, this is preceded by concrete slab inspection. Should the Owner replace or install carpet without concrete slab inspection, the Owner may be liable for covering the cost of future repairs to the concrete slab in their individual unit and neighbouring units or common areas*)
- (3) The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its decision will not affect the safety of any property, structure or common property or detract from the appearance of any property in the strata scheme.

### **Carrying out Cosmetic Work**

- (4) When carrying out Cosmetic Work an owner must:
  - (a) do the work in a proper, timely, skillful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
  - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the property and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (e) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 5pm Monday to Friday only and 9am to 1pm on Saturday and not on a Sunday or public holiday.

- A note should be displayed on the noticeboard to advise Residents if work is considered particularly noisy and exceeds one hour in duration.
- (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
  - (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (g) protect the property both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
  - (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
  - (i) remove rubbish from the property arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the property;
  - (j) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
  - (k) ensure that the security of the property is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
  - (l) not use common property power or water;
  - (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work.

### **Use of Cosmetic Works**

- (5) An owner (or other user of the work) must ensure that the use of the work following completion:



- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
- (b) complies with applicable laws, and applicable requirements of the local council.

**Repair of any damage**

- (6) An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

**Repair and maintenance**

- (7) An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 4 apply to any work the owner carries out to comply with this clause.

## **Indemnity**

- (8) An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner's breach of any part of this by-law.

## **SPECIAL BY-LAW 15 – Minor Renovations**

- (1) In this by-law “**Minor Work**” means an owner’s work which affects the common property in connection with their lot for the following purposes:
- (a) changing recessed light fittings;
  - (b) installing or replacing wood or other hard floors;
  - (c) installing or replacing wiring, cabling, pipes, or ducts
  - (d) installing or replacing power or access points;
  - (e) work involving reconfiguring walls;
  - (f) installing a rainwater tank;
  - (g) installing a clothesline (*\*Refer to By-law 10 “Drying of laundry items” and Community Guidelines Item 5 on page 6. Portable clothesline preferred. No approval will be given for extractable tall clotheslines (or any lines of this type). Small wall mounted clothesline subject to approval if hidden from visibility.*)
  - (h) installing a reverse cycle split system air conditioner or ducted air conditioning system;
  - (i) installing double or triple glazed windows;
  - (j) installing and replacing heat pump or other hot water service;
  - (k) installing ceiling insulation;
  - (l) installing an aerial, antenna, or satellite dish;
  - (m) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
  - (n) any other work described in Section 110(3) of the Act;
  - (o) any other work that is not:
    - (i) Cosmetic Work as defined in Special by-law 4;
    - (ii) work involving structural changes;
    - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
    - (iv) work involving waterproofing;

- (v) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
- (vi) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
- (vii) any other work described in Section 110(7) of the Act;

but does include the work described in sub clauses (i) to (vii) above.

### **Minor Renovations**

- (2) An owner may only carry out Minor Renovations with the approval of the owners corporation.
- (3) The owners corporation delegates its functions under Section 110 of the Act to the strata committee. In the event the owners corporation and the strata committee exercise the same function under Section 110 of the Act, the exercise of the function by the owners corporation prevails.
- (4) The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

### **Application to owners corporation for approval for Minor Renovation**

- (4) Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the Strata Managing Agent and must contain:
  - (a) the owner's name, address and telephone number;
  - (b) the lot number connected with the works;
  - (c) details of the work including plans, specifications, drawings, conditions, and notes;
  - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
  - (e) an estimate of the duration and times of the work;
  - (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;

- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) a statement that the work does not involve:
  - (i) the removal or alteration of a structural element of the building;
  - (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
  - (iii) changing the external appearance of any lot;
  - (iv) detrimentally affecting the safety of a lot, including fire systems;
- (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

#### **Determination of application for approval of Minor Renovations**

- (6) When determining an application made in accordance with clause 5, the owners corporation may:
  - (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application with some or all the conditions contained in clauses 7 to 17, or impose additional conditions;
  - (d) refuse the application, but must not act unreasonably when doing so.

#### **Before Minor Renovations are carried out**

- (7) Before carrying out Minor Renovations an owner must:
  - (a) give to the owners corporation evidence at those persons carrying out the work has:
    - (i) any requisite current licence to conduct the work;
    - (ii) contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
    - (iii) insurance if required under Section 92 of the *Home Building Act 1989*;

- (iv) workers compensation insurance if required by law;
- (b) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (c) If requested by the owners corporation:
  - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not involve structural changes, such certification to be in favour of the owners corporation;
  - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
  - (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;
  - (iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

#### **When Minor Renovations are being carried out**

- (8) When carrying out Minor Renovations an owner must:
  - (a) do the work in a proper, timely, skillful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (d) make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

- (e) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 8am and 5pm Monday to Friday only and 9am to 1pm on Saturday and not on a Sunday or public holiday.
  - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
- (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
- (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to the any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) give access to the owners corporation's nominee access to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

### **After Minor Renovations are carried out**

- (9) After carrying out Minor Renovations an owner must:
- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
  - (b) give the access to the owners corporation's nominee access to the lot to inspect the work;
  - (c) notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
  - (d) if required by the owners corporation:
    - (i) give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
    - (ii) give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
    - (iii) give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
    - (iv) give a post works dilapidation report prepared by the same person who prepared the report in clause 7(c)(iii).

### **Use of Minor Renovations**

- (10) An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) complies with applicable laws, and applicable requirements of the local council.



### **Repair of any damage**

- (11) An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

### **Repair and maintenance**

- (12) An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. An owner must also renew or replace the work where necessary. The provisions of clauses 7 to 9 apply to any work the owner carries out to comply with this clause.

### **Indemnity**

- (13) An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
  - (b) use of the work;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) owner's breach of any part of this by-law insofar as it related to Minor Renovations.

### **Insurance**

- (14) An owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

### **Bond**

- (15) The owners corporation may apply any part of a bond paid by an owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
- (16) The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by an owner that work has been completed and

the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

### **Costs**

- (17) An owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, enforcing any breach of a condition of approval, and undertaking any action, matter or thing required of it in relation to a Minor Renovation.

### **Breach of this by-law**

- (18) If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):
    - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

### **Schedule of approved Minor Renovations and Major Renovations**

- (19) The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to Special By-law 6.

## **SPECIAL BY-LAW 16 – Major Renovations**

- (1) In this by-law “**Major Renovations**” means an owner’s work which affects the common property for the following purposes:
- (a) structural changes;
  - (b) changes to the external appearance of a lot, including the installation of an external access ramp or a pergola;
  - (c) waterproofing;
  - (d) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
  - (e) work that is not Cosmetic Work as defined in Special By-Law 4, or Minor Renovations as defined in Special By-Law 5.

### **Major Renovations**

- (2) An owner may only conduct Major Renovations in accordance with the following conditions:
- (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation;
  - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2;
  - (c) the by-law is registered and a recording made in the certificate of title comprising the common property.
- (3) An owner should undertake the process in clause 4 before presenting any motion referred to in clause 2 for the consideration of the owners corporation.

### **Application to owners corporation for approval for Major Renovations**

- (4) An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the Strata Managing Agent and must contain:
- (a) the owner’s name, address and telephone number;

- (b) the lot number connected with the works;
- (c) details of the work including plans, specifications, drawings, conditions, and notes;
- (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
- (e) an estimate of the duration and times of the work;
- (f) details of the persons carrying out the work including their name, licence number, qualification, certificates of currency of insurance, and telephone number;
- (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
- (h) motions generally in the form of Schedule 1 and 2 (with the blank parts appropriately filled in and any changes marked up);
- (i) the owner's consent to the making of the by-law;
- (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant.

#### **Determination of application for approval of Major Renovations**

- (5) When determining an application made in accordance with clause 4, an owners corporation may:
  - (a) request further information from the owner in considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
  - (b) engage a consultant to assist it to review the application;
  - (c) approve the application in its original form, or with amendments to the motions required in clause 2;
  - (d) refuse the application, but must not act unreasonably when doing so.

#### **Breach of this by-law**

- (6) If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
  - (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

- (b) if the owner fails to comply with the request in sub clause (a):
  - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
  - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;
  - (iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

### **Schedule of approved Minor Renovations and Major Renovations**

- (7) The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 3 to this by-law.

## SCHEDULE 1

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot .....{INSERT LOT NUMBER} ("the owner"), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....  
{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

## SCHEDULE 2

**THAT** the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

**SPECIAL BY-LAW** ..... {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot .....{INSERT LOT NUMBER} ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) .....{INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in .....  
{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) **"Act"** means the *Strata Schemes Management Act 2015*;
  - (b) **"Authority"** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) **"Lot"** means lot .....{INSERT LOT NUMBER};
  - (d) **"work"** means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:



- (i) Reference to the singular includes the plural and vice versa;
- (ii) A thing includes the whole or part of it;
- (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

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#### 5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:

- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skillful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
    - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After work is carried out

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#### 7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code

of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

## Use of Work

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8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

## Repair of any Damage

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9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

## Repair and Maintenance

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10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

## Indemnity

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

## Insurance

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12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

## Bond

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13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

## Breach of this By-Law

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
  - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

## Costs

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## SCHEDULE 3

### Schedule of approved Minor Renovations and Major Renovations

Date of approval	Lot No.	Name of owner given approval	Approval given by owners corporation or strata committee	Minor or Major Renovation	Brief description of the Minor or Major Renovation





## **SPECIAL BY-LAW 17 – Parking**

### **DEFINITIONS**

1.1 In this By-law, the following terms are defined to mean:

- (a) **"Act"** means the *Strata Schemes Management Act, 2015*.
- (b) **"Administration Fee"** means the sum of \$200.00 per day or part thereof or of such other amount as determined or incurred pursuant to this By-law by the Strata Committee of the Owners Corporation from time to time.
- (c) **"Common Property"** means the common property in the Strata Scheme.
- (d) **"Lot"** means each and every lot in the Strata Scheme.
- (e) **"Occupier"** includes any lessee, licensee or tenant of a Lot.
- (f) **"Owner"** means the respective owner of a Lot.
- (g) **"Owners Corporation"** means The Owners – Strata Plan No. 10970.
- (h) **"Strata Scheme"** means the strata schemes relating to Strata Plan No. 10970 located at 100 Queenscliff Road, Queenscliff.
- (i) **"Vehicle"** means any description of a vehicle on wheels.
- (j) **"Visitor"** includes an invitee, contractor or serviceman.

1.2 Words importing:

- (a) The singular include the plural and vice versa; and
- (b) A gender includes any gender.

1.3 Words defined in the Act have the meaning given to them in the Act.

### **PROHIBITIONS**

- 1.4 No Vehicles in the charge of a trespasser may be upon or remain stationary on Common Property or on a Lot.
- 1.5 No Vehicle may remain stationary on Common Property (excluding a visitors vehicle parking space, a vehicle washing space, a service vehicle space or an emergency vehicle space) except with the written approval of the Owners Corporation.
- 1.6 No Vehicle may remain stationary on a Lot except with the approval of the Owner or Occupier of the Lot.

- 1.7 No Vehicle may remain stationary on a visitor vehicle space for a period in excess of 24 hours.
- 1.8 No Vehicle in the charge of an Owner or Occupier may remain stationary on:
- (a) A visitors vehicle space, a service vehicle space or an emergency vehicle space; or
  - (b) A vehicle wash space for the purpose of washing the vehicle or for a period in excess of one hour.
- 1.9 No Vehicle may remain on a service vehicle space except a Vehicle in the charge of a person who, at that time, is providing a service to the Owners Corporation or to a Lot owner or Occupier.
- 1.10 No Vehicle may remain stationary on an emergency vehicle space except an emergency vehicle in the charge of a provider of emergency services.

#### **CONTRAVENTION**

- 1.11 In the event that a Vehicle is stationary:

- (a) On Common Property; or
- (b) On a Lot,

In contravention of this By-law, then the Owners Corporation (in the respect of Common Property) or the Owner or Occupier of the Lot or the Owners Corporation at the request of the Owner or Occupier (in respect of a lot) may:

- (c) Immobilise the Vehicle by means of wheel clamps or by means of any other device (including installation of a bollard/barrier);
- (d) Detain the Vehicle:
  - (i) By means of wheel clamps or any other device (including installation of a bollard/barrier);
  - (ii) By towing the vehicle to an available and unrestricted vehicle space whether internally or externally to the Strata Scheme;
- (e) impose on the person in charge of the Vehicle an Administration Fee for the release of the Vehicle;
- (f) place on any Vehicle parked in contravention with this By-law, a sticker which indicates to the person in charge of the Vehicle that the Administration Fee has been imposed; and

- (g) Recover the Administration Fee as a debt from the person in charge of the Vehicle, if such fee is not paid prior to the expiration of one month after the date upon which the contravention commenced, and the expenses of the Owners Corporation incurred in recovering the Administration Fee.

### **LIABILITY**

- 1.12 Any person who brings a motor vehicle onto a Lot or Common Property acknowledges that he does so at his own risk.
- 1.13 The Owners Corporation shall not be liable for any damage which may occur to any vehicle which is stationary in contravention of this By-law or any fine which may be imposed in relation to any Vehicle which is removed from the Strata Scheme pursuant to this By-law.

### **OBLIGATION**

- 1.14 Each Owner and Occupier must give to the Owners Corporation details of the registration number and person in charge of any Vehicle that is driven from time to time on the Common Property by such Owner or Occupier or with his permission.
- 1.15 The Owners Corporation may maintain a register of the information provided to it pursuant to Clause 1.14 for the purpose of administering this By-law and may supply that information to any person who, to it, appears to have a proper interest in obtaining that information.
- 1.16 An Owner has a duty to inform any Occupier of or Visitor to the Owner's Lot that the terms of this By-law are in force.
- 1.17 An Occupier has a duty to inform any invitee to the Occupier's Lot that the terms of this By-law are in force.

### **AGREEMENT & CONSENT**

- 1.18 Each person in charge of any Vehicle entering onto Common Property or a Lot agrees with the Owners Corporation and each Owner and Occupier of the relevant Lot that each such person:
  - (a) Consents to the Owners Corporation or the relevant Lot Owner immobilising the Vehicle in the event that it is stationary in contravention of this By-law;
  - (b) Consents to the Owners Corporation and the relevant Lot Owner detaining that Vehicle by means of wheel clamps or by means of any other device in the event that it is stationary in contravention of this By-law;
  - (c) Agrees that he will pay, on demand, the Administration Fee for the release of the Vehicle; and

(d) Warrants that he is entitled to give the consents and to enter into the agreements contained herein.

- 1.19 Each person who drives a Vehicle onto the Common Property or a Lot, or is in charge of a Vehicle which is stationary on the Common Property or a Lot, acknowledges that there is an agreement or arrangement in force pursuant to this By-law between such person and the Owners Corporation and all Lot Owners and Occupiers that the Owners Corporation and each relevant Lot Owner and Occupier is entitled to immobilise any Vehicle which is stationary in contravention of this By-law and to detain each such Vehicle until such time as the Administration Fee provided by this Bylaw is paid to the Owners Corporation.
- 1.20 The consents and agreements contained in this By-law are intended to have operation under sections 651B and 651C of the *Local Government Act 1993*.

### **RIGHTS**

- 1.21 The Owners Corporation shall have the right to erect signs and bollards/barriers on the common property for the purpose of regulating parking within the Strata Scheme and of informing Owners, Occupiers, Visitors and trespassers that this By-law or consent under section 651B and an agreement pursuant to section 651C of the *Local Government Act 1993* are in force.

### **PROOF**

- 1.22 It shall be the obligation of a person asserting that he has an approval referred to in this By-law to prove that such approval exists and, in the absence of such proof, such approval is deemed not to exist.
- 1.23 It shall be the obligation of a person asserting that he is not a trespasser to prove the authority by which he or any Vehicle in his charge is on the Common Property or a Lot and in the absence of such proof, the person and the Vehicle concerned is deemed to be a trespasser on the Common Property or the Lot as the case may be.
- 1.24 An Owner or Occupier does not have the power to grant permission to bring a Vehicle onto any Lot (other than a Lot of which he is Owner or Occupier) or onto Common Property (except a bona fide Visitor in respect of a visitors vehicle space, a bona fide serviceman in respect of a service vehicle space, or a bona emergency vehicle operator in respect of an emergency vehicle space).

### **AUTHORITY TO DELEGATE & TO ENTER INTO AGREEMENTS**

- 1.25 The Owners Corporation shall have the power or function to delegate its authority to administer this By-law and to enter into agreements for the administration of this By-law.



## SPECIAL BY-LAW 18 – Floor Coverings

- 1.1 Prior to any change in flooring, the concrete slab must be inspected prior to new flooring being installed, for all floor replacements and subsequent installation (including but not limited to carpet, floorboards, tiles etc).
- 1.2 An Owner must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier. (*\* Please note that even after approval, flooring remains the responsibility of the Owner to ensure By-law 6 "Noise" is not breached by choice of flooring.*)
- 1.3 Without limiting the requirements of this by-law, if an owner is utilising a floor finish within an Owner's Lot other than carpet the minimum standard to be achieved for any such floor finish must be the minimum standard prescribed by the Building Code of Australia from time to time.

\*An acoustic certificate for flooring system Owner intends to lay. Needs to be 4 stars or above.

This should accompany application for approval.

See below table for star ratings.

4 star + rating requires an LnT,w between 40 to 49 dB. (lower the dB higher the Star)

Impact Isolation of Floors	2 Star	BCA	3 Star	4 Star	5 Star	6 Star
Between Tenancies LnT,w(dB)	65	62	55	50	45	40

This is sensible as the BCA minimum requirement of 62 dB is totally unacceptable for most reasonable people and would not meet the subjective requirement (14) of the *Strata Schemes Management Regulation 2016*:

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

- 1.4 An Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person who must be

approved by the Owners Corporation acting reasonably, following installation of a floor finish other than carpet to demonstrate compliance with this By-law, no later than 1 month following installation.

*(\*If a Noise complaint is received, the Owner must try and rectify the situation and if need be organise and pay for an acoustic engineer report.)*

- 1.5 This By-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom which is located above a kitchen, laundry, lavatory or bathroom.



## **SPECIAL BY-LAW 19 – Prohibiting Short-Term Letting**

**Prohibition of Short-Term Rental Arrangement where the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.**

- 1.1 In accordance with Section 137A (1) of the *Strata Scheme Management Act 2015* this By-Law prohibits a lot being used for the purposes of a short term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.
- 1.2 Short term rental accommodation arrangement is defined in section 54A of the *Fair Trading Act 1987*.

### **Notes:**

This By-Law has no effect where the lot is the principal place of residence of the person who is giving another person the right to occupy the lot providing that:

- A. a tenant who is the resident of the lot has the lot owner's permission in writing, prior to engaging in any short term rental arrangement related to that lot;
- B. a copy of the written permission is forwarded to the strata manager by the lot owner within 5 business days of granting such permission; and
- C. the tenant and the owner may be held liable for any damage to common property or other legal action (initiated by Fair Trading NSW, the owners corporation, other owners or other residents) as a result of any short term rental agreement.

## **SPECIAL BY-LAW 20 – Communication with Suppliers & Residents, including Strata Committee Members**

### **1. Communication with suppliers**

- 1.1 An owner or occupier of a lot must not communicate with a Supplier without the prior written authorisation of the owners corporation.
- 1.2 An owner or occupier of a lot must not communicate with a Supplier in a manner that purports to instruct or direct that Supplier, unless that owner or occupier has been duly appointed by the owners corporation to exercise a role of that nature under a contract with that Supplier.
- 1.3 Despite the preceding two clauses, an owner or occupier of a lot may communicate with a Supplier in an emergency.
- 1.4 An owner or occupier of a lot must, when communicating with a Supplier in accordance with this by-law, be courteous and respectful, and must not (without limitation) swear at, threaten, harass, intimidate, shout at, yell at or otherwise speak or act in a derogatory manner to the Supplier.
- 1.5 An owner or occupier of a lot must ensure that their invitees comply with this by-law as if they were that owner or occupier. An owner or occupier of a lot is liable for the conduct of their invitees under this by-law as if that invitee was that owner or occupier.
- 1.6 In this by-law, **Supplier** means an employee, agent or contractor who provides services to the owners corporation, or any employee, agent or sub-contractor of such a person.

### **2. Communication with Residents, including Strata Committee members**

- 2.1 An owner or occupier of a lot must, when communicating with another owner or occupier of a lot (without limitation including members of the executive committee), be courteous and respectful, and must not (without limitation) swear at, threaten, harass, intimidate, shout at, yell at or otherwise speak or act in a derogatory manner to that other person.
- 2.2 An owner or occupier of a lot must, when writing (including by email and other electronic means) to the strata committee or its members, be courteous and respectful, and must not (without limitation) use language that threatens, harasses, intimidates or is derogatory to that person, to another member of the strata committee, or to the strata committee.
- 2.3 An owner or occupier of a lot must ensure that their invitees comply with this by-law as if they were that owner or occupier. An owner or occupier of a lot is liable for the conduct of their invitees under this by-law as if they were that owner or occupier.



### **3. Definitions and Interpretation**

#### **3.1 Interpretation**

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (f) a term defined in the *Strata Schemes Management Act 2015* or *Strata Schemes (Freehold Development) Act 1973* will have the same meaning.

#### **3.2 Conflict**

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

## **SPECIAL BY-LAW 21 – Adoption of Common Property Memorandum**

This by-law adopts the common property memorandum prescribed by the Strata Schemes Management Regulation 2016 for the purposes of section 107 of the *Strata Schemes Management Act 2015* as at the date of the meeting at which it was resolved to make this by-law ("**Memorandum**").

### **Common property memorandum**

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

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"><li>(a) columns and railings</li><li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li><li>(c) balcony ceilings (including painting)</li><li>(d) security doors, other than those installed by an owner after registration of the strata plan</li><li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li><li>(f) common wall fencing, shown as a thick line on the strata plan</li><li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li><li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li><li>(i) walls of planter boxes shown by a thick line on the strata plan</li><li>(j) that part of a tree which exists within common property</li></ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"><li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</li><li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</li><li>(c) guttering</li><li>(d) membranes</li></ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"><li>(a) air conditioning systems serving more than one lot</li></ul>

	<ul style="list-style-type: none"> <li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li> <li>(c) fuses and fuse board in meter room</li> <li>(d) intercom handset and wiring serving more than one lot</li> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) lifts and lift operating systems</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic closer</li> <li>(c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) original floorboards or parquetry flooring affixed to common property floors</li> <li>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) common property walls</li> <li>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 –</li> </ul>

	<p>refer to the registered strata plan)</p> <ul style="list-style-type: none"> <li>(c) any door in a common property wall (including all original door furniture)</li> <li>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li>(l) gym equipment</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>(d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> </ul>

	<ul style="list-style-type: none"> <li>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</li> <li>(c) original lock or other lock if subsequently replacement by the owners corporation</li> </ul>
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### **Lot owner responsibilities for maintenance, repair or replacement**

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



	<ul style="list-style-type: none"> <li>(c) internal carpeting and floor coverings, unfixed floating floors</li> <li>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) internal (non-common property) walls</li> <li>(b) paintwork inside the lot (including ceiling and entrance door)</li> <li>(c) built-in wardrobes, cupboards, shelving</li> <li>(d) dishwasher</li> <li>(e) stove</li> <li>(f) washing machine and clothes dryer</li> <li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>(h) internal doors (including door furniture)</li> <li>(i) skirting boards and architraves on non-common property walls</li> <li>(j) tiles and associated waterproofing affixed to non-common property walls</li> <li>(k) letterbox within a lot</li> <li>(l) pavers installed within the lot's boundaries</li> <li>(m) ducting cover or structure covering a service that serves a single lot</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(a) garage door remote controller</li> <li>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>(c) light fittings inside the lot where the light is used exclusively for the lot</li> <li>(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li> </ul>

	<ul style="list-style-type: none"> <li>(c) sink, laundry tub and hand basin</li> <li>(d) toilet bowl and cistern</li> <li>(e) bath</li> <li>(f) shower screen</li> <li>(g) bathroom cabinet and mirror</li> <li>(h) taps and any associated hardware</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>(b) locks additional to the original (or any lock replaced by an owner)</li> <li>(c) window lock keys</li> </ul>

## **SPECIAL BY-LAW 22 – Apartment 29 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 29 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Renovations of the main and ensuite bathrooms as described in renovation summary document outlining the nature of the works to be undertaken, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - a. **"Act"** means the *Strata Schemes Management Act 2015*;
  - b. **"Authority"** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - c. **"Lot"** means lot 29;
  - d. **"work"** means the work referred to in clause 1 of this by-law;
  - e. Unless the context or subject matter otherwise indicates or requires:
    - i. Reference to the singular includes the plural and vice versa;
    - ii. A thing includes the whole or part of it;
    - iii. A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - iv. A document includes any amendment or replacement of it;

- v. "Including" and similar expressions are not words of limitation;
- vi. Headings are for convenience only and do not affect the interpretation of this by-law;
- vii. Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

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5. Before carrying out work, the owner must:
  - a. Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
  - b. Give to the owners corporation evidence that those persons carrying out the work has:
    - i. Any requisite current licence to conduct the work;
    - ii. Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
    - iii. Insurance if required under Section 92 of the *Home Building Act 1989*;
    - iv. Workers compensation insurance if required by law;
  - c. Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
  - d. If requested by the owners corporation:
    - i. Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
    - ii. Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;

- iii. Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

6. When carrying out work, the owner must:
- (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (ii) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
    - (iii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After work is carried out

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#### 7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code

of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).



#### Use of work

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8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - a. Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - b. Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any damage

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9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

#### Repair and maintenance

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10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

#### Indemnity

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - a. Performance of the work;
  - b. Use of the work;
  - c. Failure to comply the duty to maintain, repair, renew or replace;
  - d. Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - e. Owner's breach of any part of this by-law.

#### Insurance

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12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

## Bond

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13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

## Breach of this by-law

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
  - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

## Costs

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## **SPECIAL BY-LAW 23 – Issuing of Notices to Comply**

The Strata Committee is authorised to issue a Notice to Comply with a by-law referred to in Division 4 of Part 7 of the *Strata Schemes Management Act 2015* ("the Act"), in relation to a contravention of any currently applicable by-law.

## **SPECIAL BY-LAW 24 – Planter Box Removal & Responsibility**

1. That the owner of lots 1, 4, 5, 6, 7, 8, 14, 20, 28, 29, 31, 32, 36, 37, and 38 (each an “owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) The removal of the planter box from the balcony of the owner’s lot and make good of the area; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
  - (a) prior to the commencement of planter box removal, and engineer &/or other suitable consultant be engaged to prepare a suitable scope of works. An engineer &/or suitable consultant provide certification following removal of the planter box confirming compliance with the scope of works and all relevant Australian and Building Standards;
  - (b) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
  - (c) subject to a by-law being made with the consent in writing of the owner, which gives effect to the engagement of an engineer &/or other suitable consultant referred to in 2(a), and the responsibility for maintenance referred to in 2(b).

## **SPECIAL BY-LAW 25 – Apartment 2 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 2 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a)
    - Removal of exiting tiles and retiling the balcony floor surface. Applying a cement render to the inside wall of the balcony as done on different balconies in the complex to make it easier to clean behind the glass safety panels once these are installed as part of the fire audit. Removal of existing tiles of balcony floor,
    - Removal of tiles and up to 20 mm of concrete of the sliding door hobs across the unit (to create a steeper run of for the new tiles)
    - Waterproofing of the surface only if required by the Committee since Unit 2 has no downstairs neighbours.
    - Tiling of the main balcony area
    - Skirting tiles installed on all 4 walls.
    - Tiling in front of the 3 sliding door sections across the length of the unit (lounge area, master bedroom spare bedroom), to create run of.
    - Move of drainage holes to the far right and left corner.
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*;
  - (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);

- (c) **"Lot"** means lot 2;
- (d) **"work"** means the work referred to in clause 1 of this by-law;
- (e) Unless the context or subject matter otherwise indicates or requires:
  - (i) Reference to the singular includes the plural and vice versa;
  - (ii) A thing includes the whole or part of it;
  - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
  - (iv) A document includes any amendment or replacement of it;
  - (v) "Including" and similar expressions are not words of limitation;
  - (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
  - (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

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- 5. Before carrying out work, the owner must:
  - (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
  - (b) Give to the owners corporation evidence that those persons carrying out the work have:
    - (i) Any requisite current licence to conduct the work;
    - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
    - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
    - (iv) Workers compensation insurance if required by law;
  - (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of

the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

- (d) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
  - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

#### When work is being carried out

- 6. When carrying out work, the owner must:
  - (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.

- (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;
- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After work is carried out

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7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;



- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
  - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

#### Use of Work

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- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

#### Repair of any Damage

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- 9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

## Repair and Maintenance

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10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

## Indemnity

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

## Insurance

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12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

## Bond

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13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

## Breach of this By-Law

---

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
- (b) If the owner fails to comply with the request in sub clause (a):
  - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
  - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
  - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

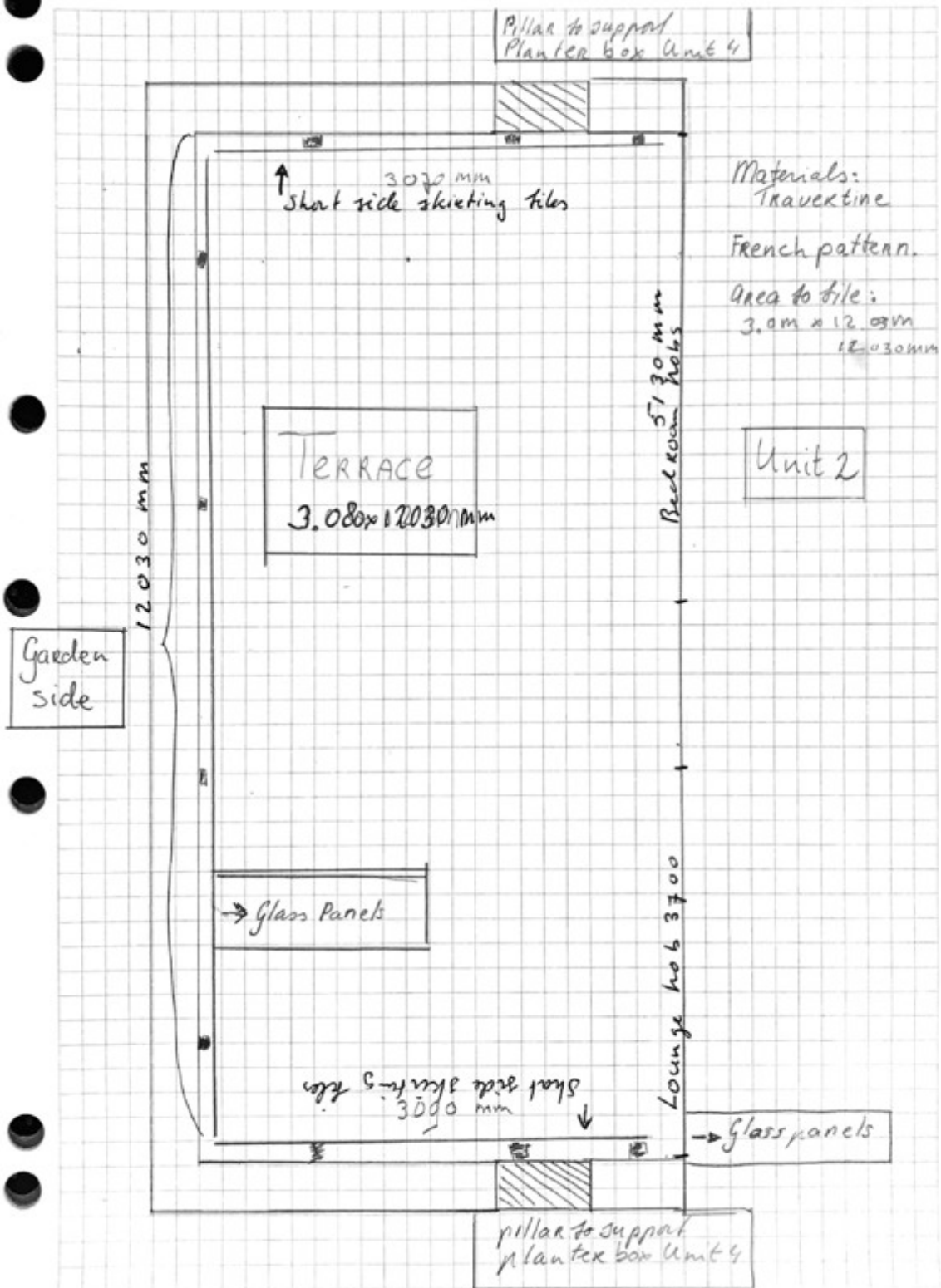
#### Costs

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## APPENDIX "D"





## **SPECIAL BY-LAW 26 – Apartment 31 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 31 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Dropped/false ceiling installation in the terrace described in the details provided by "Gyprock", the material supplier (Popcorn ceiling removal around the anchor points to the ceiling. Around 60x 30mm drills into the ceiling to install anchors, channels and plasterboard panels hanging from the mentioned anchors), copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*;
  - (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) "**Lot**" means lot 31;
  - (d) "**work**" means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

- (iv) A document includes any amendment or replacement of it;
- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

---

#### 5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include

photographs of any area of the building that may be affected by the work;

- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

#### When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
  - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
  - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner



reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

---

7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not

affected the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

#### Use of Work

---

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

### Repair of any Damage

---

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

### Repair and Maintenance

---

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

### Indemnity

---

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

### Insurance

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

### Bond

---

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and

the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Breach of this By-Law

---

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

---

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

APPENDIX "E"



13 OXFORD FALLS ROAD BEACON HILL NSW 2100  
EMAIL: [JACKSON@MANLYCONSTRUCTIONSERVICES.COM.AU](mailto:JACKSON@MANLYCONSTRUCTIONSERVICES.COM.AU)  
MOB: 0450 484494  
LICENCE NO: 150530C  
INSURANCE NO: BP5235542

27 JULY 2021

QUOTE TO  
Alberto Martinez  
100 Queenscliff Road  
Via Email:  
[albertomtnezlesta@gmail.com](mailto:albertomtnezlesta@gmail.com)

JOB NO: 2716

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DESCRIPTION

Further to our inspection at 100 Queenscliff Road, Queenscliff on 27 July 2021 we provide our quote as follows:

**Removal of 10 x 10 magnesite minimum 50mm thick**

- \$1,700 plus GST for the removal of magnesite;
- If any issues are discovered such as concrete cancer etc under the magnesite. Fixing these will be charged at \$70 each per hour x 2 men plus GST.
- This quote includes all rubble to the tip.

All materials and labour supplied by Manly Construction Services.

If quote is approved, a 10% deposit is payable to Manly Construction Services bank account with remainder paid on completion of works.



## **SPECIAL BY-LAW 27 – Apartment 1 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot unit 1 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Renovation of main bathroom described in below project breakdown which shows the preparation, plumbing and drainage, electrical, building, waterproofing and tiling information, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) **"Act"** means the *Strata Schemes Management Act 2015*;
  - (b) **"Authority"** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) **"Lot"** means lot – Unit 1;
  - (d) **"work"** means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;

- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

---

#### 5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;



- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

#### When work is being carried out

---

- 6. When carrying out work, the owner must:
  - (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
    - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected

by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

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7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

#### Use of Work

---

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

### Repair of any Damage

---

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

### Repair and Maintenance

---

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

### Indemnity

---

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

### Insurance

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

### Bond

---

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and

the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Breach of this By-Law

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

---

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## APPENDIX "F"

### **SCHEDULE 1 ENSUITE BATHROOM**

PROJECT BREAKDOWN PREPARATION • Remove all fixtures & fittings in the bathroom • Demolish area leaving ceiling • Remove all rubbish from site, tip fee is included • If asbestos is found during demolition an extra removal charge will be incurred

PLUMBING AND DRAINAGE • Relocate and install plumbing vanity drainage (using existing shower waste) • Prepare and connect plumbing for a back to wall toilet suite • Prepare and connect plumbing for a single 600mm vanity • Prepare and connect plumbing for a basin mixer • Prepare and connect plumbing for shower head and mixer

ELECTRICAL • Supply and install 1 exhaust fan • Supply and install 2 LED downlights • Supply and install 1 Double Power Point • Supply and install 1 light and fan switch • Supply and install under floor heating

BUILDING • Square set ceiling • Provide inset wall niche for shower. Install a flat bar to support bricks • Supply and install new architraves where required • Render walls ready for tiling • Repair and patch any holes in ceiling ready for painting • Cut down and reinstall existing door if needed • Carpenter fit off (robe hooks, towel rails etc...) proposal

WATERPROOFING • Apply waterproofing membrane as per Australian standards to floor and wet areas • Waterproofing certificate supplied to client upon final payment TILING • Screed level floors with sand and cement • Install 3.5m<sup>2</sup> of new floor tiles • Install 19.5m<sup>2</sup> of new wall tiles to ceiling height • Mitred tiles around window frames • Supply and install 1 Lineal shower heel guard strip drain. To run under shower screen WHEN ORDERING TILES, PLEASE ALLOW 15% FOR WASTE ALLOWANCE. Allowance for tiling is based on 300x300, 300,600 or 600x600 ceramic/porcelain tiles. If Subway, Herringbone patterns, mosaics or Stone tiles are supplied without prior specification before quotation is provided then an extra tiling charge will be incurred. JG Bathrooms will not be responsible for Tile colour or size variations, grout discolouring or efflorescence.

SHOWER SCREEN • Supply and install 10mm frame-less shower screen. Single blade

PAINTING • Ceiling to be painted • New architraves to be painted • Door to be painted

## **SCHEDULE 2 MAIN BATHROOM**

**PREPARATION** • Remove all fixtures & fittings in the bathroom • Demolish area leaving ceiling • Remove all rubbish from site, tip fee is included • If asbestos is found during demolition an extra removal charge will be incurred

**PLUMBING AND DRAINAGE** • Prepare and connect plumbing for a freestanding bath or built-in bath • Prepare and connect plumbing for a bath mixer and spout • Prepare and connect plumbing for a back to wall toilet suite • Prepare and connect plumbing for a single 900mm vanity • Prepare and connect plumbing for a basin mixer • Prepare and connect plumbing for shower head and mixer

**ELECTRICAL** • Reconnect existing downlights • Supply and install 1 Double Power Point • Supply and install 1 light and fan switch • Supply and install underfloor heating  
**BUILDING** • Square set ceiling • Provide inset wall niche for shower. Install a flat bar to support bricks • Supply and install new architraves where required • Render walls ready for tiling • Repair and patch any holes in ceiling ready for painting • Cut down and reinstall existing door if needed • Carpenter fit off (robe hooks, towel rails etc...)

**WATERPROOFING** • Apply waterproofing membrane as per Australian standards to floor and wet areas • Waterproofing certificate supplied to client upon final payment  
**proposal TILING** • Screed level floors with sand and cement • Install 5.5m<sup>2</sup> of new floor tiles • Install 23.5m<sup>2</sup> of new wall tiles to ceiling height • Supply and install 2 square tile insert floor waste  
**WHEN ORDERING TILES, PLEASE ALLOW 15% FOR WASTE ALLOWANCE.** Allowance for tiling is based on 300x300, 300,600 or 600x600 ceramic/porcelain tiles. If Subway, Herringbone patterns, mosaics or Stone tiles are supplied without prior specification before quotation is provided then an extra tiling charge will be incurred. JG Bathrooms will not be responsible for Tile colour or size variations, grout discolouring or efflorescence.

**SHOWER SCREEN** • Supply and install 10mm frame-less shower screen. Approx 950mm x 950mm x 2000mm. Two fixed panels and a door

**PAINTING** • Ceiling to be painted • New architraves to be painted • Door to be painted





# PROPOSAL



Helena & Djordje Gvozdenovic  
1/100 Queenscliff Road  
Queenscliff NSW 2096

Date: 15/02/2022  
Expiry: 15/03/2022

Dear Helena & Djordje,

Thank you for the opportunity to quote on your Bathroom renovation. We promise our clients a seamless start to finish renovation process.

**This quotation includes:**

- Your Scope of Works quotation
- Information about our company and insurance policies
- Our payment terms and conditions

**What happens next?**

If you wish to go ahead please contact our office or the sales consultant that is sending you this quotation.

We are available to answer any questions you may have about this quotation or the renovation process.

We look forward to hearing from you.

Kind regards,  
**Michelle Velarde**  
Sales Consultant

Office  
7/14 Polo Avenue  
Mona Vale NSW 2103

Telephone 02 8411 1896  
Email [sales@jgbathrooms.com.au](mailto:sales@jgbathrooms.com.au)  
Website [www.jgbathrooms.com.au](http://www.jgbathrooms.com.au)



# proposal

## SCOPE OF WORKS

**Project** Ensuite renovation

**Customer** Djordje & Helena

**Address** 1/100 Queenscliff Rd Queenscliff

## PROJECT BREAKDOWN

### PREPARATION

- Remove all fixtures & fittings in the bathroom
- Demolish area leaving ceiling
- Remove all rubbish from site, tip fee is included
- **If asbestos is found during demolition an extra removal charge will be incurred**

### PLUMBING AND DRAINAGE

- Relocate and install plumbing vanity drainage (using existing shower waste)
- Prepare and connect plumbing for a back to wall toilet suite
- Prepare and connect plumbing for a single 600mm vanity
- Prepare and connect plumbing for a basin mixer
- Prepare and connect plumbing for shower head and mixer

### ELECTRICAL

- Supply and install 1 exhaust fan
- Supply and install 2 LED downlights
- Supply and install 1 Double Power Point
- Supply and install 1 light and fan switch
- Supply and install under floor heating

### BUILDING

- Square set ceiling
- Provide inset wall niche for shower. Install a flat bar to support bricks
- Supply and install new architraves where required
- Render walls ready for tiling
- Repair and patch any holes in ceiling ready for painting
- Cut down and reinstall existing door if needed
- Carpenter fit off (robe hooks, towel rails etc...)



# proposal

## WATERPROOFING

- Apply waterproofing membrane as per Australian standards to floor and wet areas
- Waterproofing certificate supplied to client upon final payment

## TILING

- Screed level floors with sand and cement
- Install 3.5m<sup>2</sup> of new floor tiles
- Install 19.5m<sup>2</sup> of new wall tiles to ceiling height
- Mitred tiles around window frames
- Supply and install 1 Lineal shower heel guard strip drain. To run under shower screen

**WHEN ORDERING TILES, PLEASE ALLOW 15% FOR WASTE ALLOWANCE.**

Allowance for tiling is based on 300x300, 300,600 or 600x600 ceramic/porcelain tiles.

If Subway, Herringbone patterns, mosaics or Stone tiles are supplied without prior specification before quotation is provided then an extra tiling charge will be incurred.

JG Bathrooms will not be responsible for Tile colour or size variations, grout discolouring or efflorescence.

## SHOWER SCREEN

- Supply and install 10mm frame-less shower screen. Single blade

## PAINTING

- Ceiling to be painted
- New architraves to be painted
- Door to be painted

**Any additional painting requested by client when painter is onsite will be an extra charge**

## QUOTATION

TOTAL COST (EXCLUDING GST)

GST

TOTAL COST

637

30

667



# proposal

## SCOPE OF WORKS

**Project** Main bathroom renovation

## PROJECT BREAKDOWN

### PREPARATION

- Remove all fixtures & fittings in the bathroom
- Demolish area leaving ceiling
- Remove all rubbish from site, tip fee is included
- **If asbestos is found during demolition an extra removal charge will be incurred**

### PLUMBING AND DRAINAGE

- Prepare and connect plumbing for a freestanding bath or built-in bath
- Prepare and connect plumbing for a bath mixer and spout
- Prepare and connect plumbing for a back to wall toilet suite
- Prepare and connect plumbing for a single 900mm vanity
- Prepare and connect plumbing for a basin mixer
- Prepare and connect plumbing for shower head and mixer

### ELECTRICAL

- Reconnect existing downlights
- Supply and install 1 Double Power Point
- Supply and install 1 light and fan switch
- Supply and install underfloor heating

### BUILDING

- Square set ceiling
- Provide inset wall niche for shower. Install a flat bar to support bricks
- Supply and install new architraves where required
- Render walls ready for tiling
- Repair and patch any holes in ceiling ready for painting
- Cut down and reinstall existing door if needed
- Carpenter fit off (robe hooks, towel rails etc...)

### WATERPROOFING

- Apply waterproofing membrane as per Australian standards to floor and wet areas
- Waterproofing certificate supplied to client upon final payment



# proposal

## TILING

- Screed level floors with sand and cement
- Install 5.5m<sup>2</sup> of new floor tiles
- Install 23.5m<sup>2</sup> of new wall tiles to ceiling height
- Supply and install 2 square tile insert floor waste

**WHEN ORDERING TILES, PLEASE ALLOW 15% FOR WASTE ALLOWANCE.**

Allowance for tiling is based on 300x300, 300,600 or 600x600 ceramic/porcelain tiles.

If Subway, Herringbone patterns, mosaics or Stone tiles are supplied without prior specification before quotation is provided then an extra tiling charge will be incurred.

JG Bathrooms will not be responsible for Tile colour or size variations, grout discolouring or efflorescence.

## SHOWER SCREEN

- Supply and install 10mm frame-less shower screen. Approx 950mm x 950mm x 2000mm. Two fixed panels and a door

## PAINTING

- Ceiling to be painted
- New architraves to be painted
- Door to be painted

**Any additional painting requested by client when painter is onsite will be an extra charge**

## QUOTATION

TOTAL COST (EXCLUDING GST)

GST

TOTAL COST



# proposal

## QUOTATION INCLUSIONS

JG Bathrooms to supply the glue, grout, sand and cement, alloy angles, Villaboard, Sycon floor sheets, gyprock and waterproofing materials.

Plumbing, electrical and carpenters labour all included in the price for the agreed-on works in the quote. Any additional work will be an extra charge.

JG Bathrooms to clean up the area and remove all work-related rubbish from site. Tip fee included

In addition, if your renovation is over \$20,000 you are required to have Home Owner's Warranty Insurance which we will arrange for you.

## QUOTATION EXCLUSIONS AND NOTES

Customer to supply tiles and PC items. PC items are Vanity, toilet, inset bath or freestanding bath, tap ware, shower head, heated towel rail, bathroom accessories.

Any extra work charges not allowed for in this quote will be charged at \$110 per hour and can be discussed as a variation with the site foreman to provide a fixed quote.

Any deliveries of Tiles and PC items by JG Bathrooms will incur a fee of \$180+gst per pallet.

All tiles and PC items to be onsite prior to commencement of work or discussed with the site foreman for scheduling deliveries.



# proposal

## ABOUT US

JG Bathroom Renovations have 25+ years bathroom renovation and tiling experience in both the residential and commercial sector. Our reputation has been built on the foundations of delivering quality work on time and on budget.

We work closely with clients to help them select tiles and PC items to suit their bathrooms and interior design style. Our innovative design software helps clients envisage exactly how their bathroom will look in realistic 3D rendered images.

We provide all services to ensure a seamless start to finish bathroom renovation including plumbing, electrical, rendering, waterproofing, tiling and painting work. This saves our clients the added expense and stress of managing multiple trades. Additionally, we happily work with architects, builders, interior designers, project managers and local authority personnel.



## TESTIMONIALS

Outstanding team. As an interior designer for 20 years I have worked with many builders and have found Jan and his team to be the most professional to date. They have always delivered on time, on budget with excellent communication. I cannot recommend them highly enough. – Christine.





# proposal

Fantastic bathroom! Reliable team. We have just completed our bathroom renovation with JG Bathrooms & Tiling. We are very happy with it. It is absolutely perfect. The tradesmen and office staff were very courteous, professional and polite at all times. All work was done in the time frame stated and to an excellent standard. We would definitely recommend JG Bathrooms and Tiling! – Michael.

We couldn't be happier with Jan, Matt and the team! They were very informative & helpful with the design & completed the bathroom on time. The boys were professional & tidy on site. – Chris.

*Many more testimonials can be viewed on our website [jgbathrooms.com.au](http://jgbathrooms.com.au).*

## QUALIFIED TEAM

Leading our team is our director is Jan Gade who has over 25+ years of experience in the building and renovation industry. We employ a team of qualified tradespeople that work with us specialising in all areas of home renovations including tilers, electricians, plumbers and waterproofers. All of our clients are allocated a professional and knowledgeable project manager who will communicate closely with clients throughout the job.

We also have an experienced design consultant and our office manager and staff can assist you with any questions regarding our renovation process.

## PAYMENT TERMS

Before commencing your renovation, we require a 10% deposit, we can then allocate a start date.

EFT:

Bank: Commonwealth Bank of Australia

Name: JG Tiling & Building Services Pty Ltd

BSB: 062 205

ACC: 28012442

Ref: Quote Number

Alternatively, you can contact our office and pay via Visa/ Mastercard or Amex, this will incur a 2% surcharge.



# proposal

A progress payment schedule for your renovation will be included in your contract.

## INSURANCE

On acceptance of this quote we will send you a copy of all our insurances including certificates of currency for workers insurance, public liability and contract works along with a copy of our licence.

In addition, if your renovation is over \$20,000 you are required to have Home Owner's Warranty Insurance which we arrange for you.





*Thank you for the Opportunity to provide you a quotation for the installation of your Air Conditioning System.*

Ensuring a comfortable living environment often requires having the right heating and cooling solutions put in place.

Platinum AC is a fast growing specialist team offering various solutions. We are ready to assist you with all of your air conditioning requirements and pride ourselves on our competitive pricing.

Your project is conducted by experts who offer prompt and reliable service that easily fits within your budget, without compromising the high quality in materials and final finishes.

Our air conditioning installers are all fully qualified, friendly, and efficient. The team has years of experience and can advise the best air conditioners to suit your environment. We understand that there are many factors involved in determining the right unit and can save you money in the long run by helping you select the most efficient air conditioner.

Please find your quotation below as discussed.  
Please read our Quote carefully as we may have Quoted for different options for different areas.

If you would like a quote on another brand or change of scope please gives us the opportunity to review.



Platinum AC Pty LTD  
Phone: 0423 065 131  
Email: [Accounts@platinumAC.com.au](mailto:Accounts@platinumAC.com.au)  
ABN: 66 168 653 861 ARC: AU35247

Tuesday 15<sup>th</sup> February 2022

Helena Gvozdenovic  
 1/100 Queenscliff Road  
 Queenscliff NSW 2096

Ph: 0434 027 772  
 Email: helenaabel@hotmail.co.uk

## Quote 3833

Further to our site inspection, we are pleased to submit the following quotation to install air conditioning system and all works are carried out by licensed Air Conditioning Technicians.

### Scope of Works

#### Option 1.

<i>Supply and Install a Multi Reverse Cycle Inverter Split System</i>	
<b>Indoor units to be installed</b>	
1 x 2.0KW CTXM20RVMA to be installed in the Main Bedroom	
1 x 2.0KW CTXM20RVMA to be installed in the Spare Bedroom	
1 x 5.0KW CTXM50RVMA to be installed in the Living Area	
<b>Outdoor unit</b>	
1 x 3MXM52RVMA to be installed on PVC feet on the Balcony	
<b>Drainage</b>	
Indoor unit drain to run to local drainage point. Outdoor condenser drain to free flow unless discussed otherwise. (Additional cost if Drip tray is needed)	
<b>Controllers</b>	
1 x Wireless controller to be provided per unit	
<b>Electrics</b>	
Power to be connected to local circuit	
<i>(You may require a new power circuit, Not included in price. To be provided by owner at owners cost)</i>	
All pipe work to be covered in trunking	
<b>Exclusions if applicable</b>	
Access panels, Drainage points, Core hole penetrations, Wall Chasings, Fireproofing & Water proofing, framing out for Grilles e.g.- penetration roof slabs for pipework	
All patching & painting and making good.	

<u>Brand and Model</u>	<u>Amount in GST</u>
Daikin Multi	



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### Scope of Works

#### Option 2.

<i>Supply and Install a White Zena Multi Reverse Cycle Inverter Split System</i>
<b>Indoor units to be installed</b> 1 x 2.0KW CTXJ25TVMAW to be installed in the Main Bedroom 1 x 2.0KW CTXJ25TVMAW to be installed in the Spare Bedroom 1 x 5.0KW CTXJ50TVMAW to be installed in the Living Area
<b>Outdoor unit</b> 1 x 4MXM68RVMA to be installed on PVC feet on the Balcony
<b>Drainage</b> Indoor unit drain to run to local drainage point. Outdoor condenser drain to free flow unless discussed otherwise. (Additional cost if Drip tray is needed)
<b>Controllers</b> 1 x Wireless controller to be provided per unit
<b>Electrics</b> Power to be connected to a New 20AMP power circuit <i>(Not included in price. To be provided by owner at owners cost)</i>
All pipe work to be covered in trunking
<b>Exclusions if applicable</b> Access panels, Drainage points, Core hole penetrations, Wall Chasings, Fireproofing & Water proofing, framing out for Grilles e.g. - penetration roof slabs for pipework All patching & painting and making good.

<u>Brand and Model</u>	<u>Amount in GST</u>
Daikin White Zena Multi	

#### Showroom – Cromer Office

Address: 45/ 4-7 Villiers Place, Cromer NSW 2099

Hours: Monday – Friday, 8.30 am - 4.30 pm

If you wish to proceed with the quote, a **50% deposit is required.** The Remainder COD.

#### Bank Details:

Commonwealth Bank Australia

Platinum AC Pty Ltd

**BSB** 062-302

**Account** 1012 2579

**\* Please Use Quote number in Bank transfer description.**

**\* Email [accounts@platinumac.com.au](mailto:accounts@platinumac.com.au)**

If you would like to pay by credit card please note there is a fee of 2.4%

Please do not hesitate to contact me if you require further information.

We look forward to your response.

Yours faithfully,

**Benjamin Summergreene**

Platinum AC Pty Ltd

*Happy with our Service? Please rate us on Google or Facebook*



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## **Terms & Conditions**

Upon acceptance, this quote then becomes a contract – meaning you the client accepts the terms and conditions listed below

### **ALL PAYMENTS ARE C.O.D (GST INCLUSIVE)**

50% deposit for works to commence  
Cash-Cheque-Direct Transfer-Credit Card  
Please note all Credit Card transactions occur a 2.4% fee.

The client shall pay the price for work carried out and materials provided as stated on the quote when installation is completed. Unless discussed. If works are ongoing, a progress claim may be submitted for the work that has been completed. Please note this payment must be received for works to continue to completion.

Jobs that are not completed in one day, Progress Invoices must be paid within 14 days. No further works will be completed until payment is received.

In this instance, we take no responsibility for the progress of other building works at the site. E.g. Other trades are held up because they are waiting on us.

All equipment installed shall remain the property of Platinum AC until payment has been received in full. Platinum AC has the right to enter the premises where work has been performed and recover the equipment if default is made on payment.

Platinum AC is not responsible for any electrical installation or upgrades in the electrical switchboard. Any unforeseen conditions to aerial or underground mains water pipes/cabling/gas pipe work /painting or patching /cracked paint or tiles and gyprock works will be at the client's expense unless quoted for.

Platinum AC is not responsible for natural or LPG connections, installations or upgrades (including gas meters).

Platinum AC is not responsible for fire rating in any way. If fire rating is required please advise before works commence with all specifications.

Platinum AC is not responsible for boxing in, positioning and the space required for droppers. In some circumstances due to the structure of the building some quoted outlets may not be accessible.

Platinum AC is not responsible for any air conditioning equipment or materials that are damage or stolen after installation or in storage on site. Cost will apply!!!

Additional cost may incur from our hired electrician or plumber, in the case extra works are required.

Platinum AC is not responsible for structural changes and making good.

#### **Wi-fi Installation**

Platinum AC will install the Wi-fi module. Connecting to the home Wi-fi is not the responsibility of Platinum AC. This can be a timely & difficult procedure if the customer has multiple networks

#### **Delivery**

Platinum AC may have the air conditioning componentry delivered to site prior to the installation. The customer will be responsible for this componentry thereafter.

#### **Delays**

Platinum AC is not liable for any loss caused to the customer or anyone else from any delays to the air conditioning installation caused by weather, labour disputes, unavailability of materials or any other cause beyond our control.

#### **Warranty**

All work is under warranty for 12 months if serviced in the first year. Excluding water pumps.



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It is acknowledged by the client that all work under warranty does not include the following which shall be the sole responsibility of the client: cleaning of filters, blown fuses, cleaning of drains, blockage of condense/evaporator coils, failure of any equipment to function properly through the incorrect setting of any controls.

Warranty service will be performed during normal business hours Mon-Fri. Any work requested outside these hours will be charged at "out of hours" rates.

If in the event a service call is placed and it is found that the equipment is operating normally or malfunctioning due to misuse or negligence by the client or the equipment has not been properly maintained by a licensed air conditioning company in accordance with manufacturer's recommendations the client will pay the cost of the service call and labour and materials costs.

Warranty will not be covered if it is found that the equipment is damaged by outside influences beyond the control of Platinum AC. Some examples are: incorrect voltage, vandalism to equipment, flood, fire, lighting strike, modification to equipment carried out by unauthorized personal.

Warranty does not include the cost of restoration or the removal of any structure in order to obtain adequate access to perform warranty work.

Roof access & Ladder heights- if a lifter device such as a scissor lift or cherry picker is needed for installation, any issues under warranty the customer will have to organise the roof access.

Please note our insurance only allows us to work at a safe working height of 5 metres. Anything higher will need scaffolding, scissor lift or a cherry picker to be able to work safely. This will be at the owners or client's cost. Any servicing or issues that require to work at heights over 5 meters fall under these requirements.

Your air conditioning equipment is covered by the manufacturer's Five Year Parts and Labour Warranty, which is supported by their own Service Division and Spare Parts Centre. Commercial installations have a Two Year Parts and Labour Warranty.

Proof of purchase will be requested by the air conditioning manufacturer. To ensure that your system is operating at its most optimum and efficient levels throughout the year it is recommended that a Maintenance Service be undertaken on your system annually

#### **Licence**

Platinum AC is fully licenced by the Department of Fair Trading for Electrical, Air Conditioning and Refrigeration. Licence number 220827C

#### **Insurance**

Platinum AC is covered by a \$20,000,000 Public and Product Liability Insurance policy.

#### **Validity**

This quotation will remain valid for 30 days. After this time we reserve the right to requote to satisfy any price increases in materials.

#### **GST**

This quotation is inclusive of GST.

#### **Late Payment Fee**

If your invoice is **15-29 days** past due date there will be a **fee charged of 2% of your total invoice**.

If your invoice is **30-59 days** past due date there will be a **5% fee charged of your total invoice**.

Any invoices **past 60 days** will be charged a **10% fee charged of your total invoice**.

#### **Cancellation Fee**

There will be a cancellation fee for any jobs cancelled 48 hours prior to installation date.

A 25% restocking fee will be taken from the deposit.



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*Happy with our Service? Please rate us on [TrueLocal.com.au](http://TrueLocal.com.au)*



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## **SPECIAL BY-LAW 28 – Rules and Recovery of Costs by Owners Corporation**

### **1. Introduction**

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

### **2. Definitions**

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

- 2.1 **“by-laws”** means any by-laws in force in respect of the strata scheme;
- 2.2 **“cleaning costs”** means any cost or expense we incur cleaning or removing rubbish from common property arising out of or as a result of your breach of this by-law;
- 2.3 **“demand”** means a written demand from us to you;
- 2.4 **“denial of access”** means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;
- 2.5 **“denial of access costs”** means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law;
- 2.6 **“expenses”** means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including cleaning costs, denial of access costs, false alarm expenses, key charges, an insurance increase, remedy expenses and repair costs;
- 2.7 **“false alarm”** means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the building or any person in the building by virtue of the incidence of smoke, heat or fire in the building;
- 2.8 **“false alarm expenses”** means any cost or expense incurred by us arising out of or as a result of a false alarm caused by your breach of this by-law including charges imposed on us by Fire & Rescue NSW (such as charges for attending the building in response to a false alarm);
- 2.9 **“fire alarm”** means a smoke detector, smoke alarm, heat sensor, heat alarm or fire alarm or any other device that functions to monitor the incidence of smoke, heat or fire in the building;

- 2.10 **"insurance increase"** means an amount equal to any increase in an insurance premium, or any insurance excess, payable by us arising out of anything done by you, or arising out of anything not done by you, for example in circumstances where you have failed to comply with, or perform your obligations under, a by-law;
- 2.11 **"interest"** means interest payable on expenses in accordance with this by-law;
- 2.12 **"invitee"** includes a guest or contractor;
- 2.13 **"key"** means any key to access the strata scheme or your lot;
- 2.14 **"key charges"** means any cost or expense incurred by us issuing you with a replacement key;
- 2.15 **"lot"** means a lot in the strata scheme;
- 2.16 **"occupier"** means a person in occupation of a lot and includes a tenant;
- 2.17 **"owner"** means an owner of a lot;
- 2.18 **"recovery costs"** means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- 2.19 **"remedy expenses"** means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;
- 2.20 **"repair costs"** means any cost or expense we incur repairing damage to common property arising out of or as a result of your breach of this by-law;
- 2.21 **"Strata Act"** means the *Strata Schemes Management Act 2015*;
- 2.22 **"strata scheme"** means the strata scheme to which this by-law applies;
- 2.23 **"us"** or **"we"** means the owners corporation; and
- 2.24 **"you"** means an owner or occupier.

### **3. Interpretation**

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In this by-law:

- 3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- 3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

- 3.3 words importing the singular number include the plural and vice versa;
- 3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;
- 3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;
- 3.7 the terms of this by-law apply to the extent permitted by law; and
- 3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

#### **4. General Rules**

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- 4.1 You must not breach any by-laws.
- 4.2 You must not cause a false alarm.
- 4.3 You must not damage common property without the approval in writing of the owners corporation (except where permitted by the Strata Act or a by-law).
- 4.4 You must not leave or dump rubbish on common property (except where permitted by the Strata Act or a by-law).
- 4.5 You must not dirty or soil the common property.
- 4.6 You must not do anything that causes an insurance premium payable by us to increase or us to incur an insurance increase.
- 4.7 You must not cause a denial of access.
- 4.8 You must not lose a key.

#### **5. General Obligations**

- 5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.
- 5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

## **6. Payment of Expenses**

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

## **7. Interest on Expenses**

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

## **8. Payment of Recovery Costs**

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

## **9. Recovery of Expenses, Interest, Etc**

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We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs;

for which you are liable.

## **10. Mode of Recovery of Expenses, Interest, Etc**

---

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

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

## **11. Appropriation of Payments**

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

## **12. Sale of Lot**

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If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person

who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

## **SPECIAL BY-LAW 29 – Lot 5 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 5 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) New replacement of kitchen, laundry and two bathrooms described in the renovation application and supporting documents, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) **"Act"** means the *Strata Schemes Management Act 2015*;
  - (b) **"Authority"** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) **"Lot"** means lot 5;
  - (d) **"work"** means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;

- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

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#### 5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;



- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

#### When work is being carried out

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- 6. When carrying out work, the owner must:
  - (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
    - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected

by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

#### After work is carried out

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#### 7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

#### Use of Work

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- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

### Repair of any Damage

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9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

### Repair and Maintenance

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10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

### Indemnity

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11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

### Insurance

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

### Bond

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13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and

the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Breach of this By-Law

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## **SPECIAL BY-LAW 30 – Lot 38 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 38 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Kitchen, Dining room, Laundry and Bathroom renovations as described in the Structural Engineers report and the Renovations Application, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) **"Act"** means the *Strata Schemes Management Act 2015*;
  - (b) **"Authority"** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) **"Lot"** means lot 38;
  - (d) **"work"** means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;

- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

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#### 5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;



- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

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- 6. When carrying out work, the owner must:
  - (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
    - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected

by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

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7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

#### Use of Work

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- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

### Repair of any Damage

---

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

### Repair and Maintenance

---

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

### Indemnity

---

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

### Insurance

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

### Bond

---

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and

the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Breach of this By-Law

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

---

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

## **SPECIAL BY-LAW 31 – Lot 15 Renovations**

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 15 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:
  - (a) Kitchen, laundry, bathroom and ensuite bathroom renovations as described in the Structural Engineers report and the Renovation Application, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
  - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

### **SCHEDULE OF CONDITIONS**

4. In this schedule:
  - (a) **"Act"** means the *Strata Schemes Management Act 2015*;
  - (b) **"Authority"** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
  - (c) **"Lot"** means lot 15;
  - (d) **"work"** means the work referred to in clause 1 of this by-law;
  - (e) Unless the context or subject matter otherwise indicates or requires:
    - (i) Reference to the singular includes the plural and vice versa;
    - (ii) A thing includes the whole or part of it;
    - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
    - (iv) A document includes any amendment or replacement of it;

- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

#### Before work is carried out

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#### 5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
  - (i) Any requisite current licence to conduct the work;
  - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
  - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
  - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If requested by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
  - (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;



- (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

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- 6. When carrying out work, the owner must:
  - (a) Comply with any condition or requirement of any Authority;
  - (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
  - (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
  - (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
  - (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
  - (f) in the absence of any limitation imposed by any Authority, only perform the works at the following times:
    - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.
    - (ii) Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);
  - (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
  - (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected

by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

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7. After carrying out work, the owner must:

- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
- (b) Give the access to the owners corporation's nominee access to the lot to inspect the work;
- (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
- (d) If required by the owners corporation:
  - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
- (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

#### Use of Work

---

- 8. The owner (or other user of the work) must ensure that the use of the work following completion:
  - (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
  - (b) Complies with applicable laws, and applicable requirements of the local council.

### Repair of any Damage

---

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

### Repair and Maintenance

---

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

### Indemnity

---

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
  - (a) Performance of the work;
  - (b) Use of the work;
  - (c) Failure to comply the duty to maintain, repair, renew or replace;
  - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
  - (e) Owner's breach of any part of this by-law.

### Insurance

---

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

### Bond

---

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and

the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

#### Breach of this By-Law

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15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) If the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

#### Costs

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16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.