

**Lodger Details**

Lodger Code 506562H  
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Reference 4769

Land Registry Document Identification

AT619830

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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Land Title Reference	Part Land Affected?	Land Description
CP/SP51673	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP51673  
Other legal entity

**Meeting Date**

24/10/2023

**Repealed by-law No.**

**Details** 30

**Added by-law No.**

**Details** 30, 48-49

**Amended by-law No.**

**Details** 27

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

See attached Conditions and Provisions

See attached Approved forms

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP51673

**Signer Name** RONEN HOWARD

**Signer Organisation** COLIN CUNIO SOLICITORS PTY. LTD.

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 21/11/2023



STRATA | SPECIALIST | LAWYERS

**THE OWNERS – STRATA PLAN NO 51673**

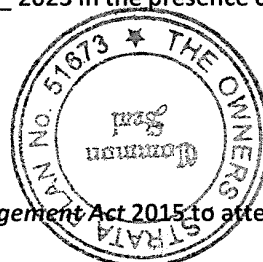
**CONSOLIDATED BY-LAWS**

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This is page 1 of a total of 72 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 51673 was affixed on the 20<sup>th</sup> day of November 2023 in the presence of:

Authority:..... Licensed Strata Manager  
Signature:..... [Signature]  
Name:..... Micimae Price



Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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## 1 Interpretation

1.1 In these by-laws, unless a contrary intention appears:

“**Act**” means the *Strata Schemes Management Act 2015*.

“**Building**” means the building comprising The Pymont.

“**Building Manager**” means the person appointed, or to be appointed by the Owners Corporation under by-law 23 to manage the Building or his authorised representative.

“**Common Property**” is:

- a. Common property in the Pymont; and
- b. The owners corporation’s personal property.

“**Garbage Chute Room**” means the garbage chute room in each residential level of each tower of The Pymont.

“**Garbage Room**” means those parts of the Common Property designated as such from time by the owners corporation.

“**Governmental Agency**” means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

“**Lot**” means a lot in the Strata Plan.

“**Managing Agent**” means the person appointed by the owners corporation as its strata managing agent under Section 49 of the Act and, in the absence of a strata managing agent, the secretary of the owners corporation.

“**Security Key**” means a key, magnetic card or other device used to open and close doors, gates or locks or operate alarms, security systems or communication system in the Building.

“**Security Registration Form**” means the form to be completed by occupiers at the start of their occupancy of their Lot containing details of the Lot occupied, the name and contact details of the occupier and other personal details to assist management of security at The Pymont.

“**Strata Plan**” means Strata Plan No. 51673.

“**The Pymont**” means the Building.

“**You**” or “**your**” means an owner or an occupier of a Lot unless otherwise indicated.

- 1.2 In these by-laws, unless the context otherwise requires:
- a) headings are for convenience only and do not affect the interpretation of the by-laws;
  - b) words importing the singular include the plural and vice versa;
  - c) words importing a gender include any gender;
  - d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
  - e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
  - f) a reference to any thing includes a party of that thing;
  - g) a reference to any 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.
  - h) "include" or "including" and any variation of those words are not words of limitation; and
  - i) any words defined in the Act appearing in this document have the same meaning as they do in the Act unless otherwise indicated or defined.

## **2 Behaviour – Registered Owners and Occupiers**

- 2.1 You must not:
- a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Common Property; or
  - b) obstruct lawful use of Common Property by any person.
- 2.2 When on Common Property or on any part of a Lot so as to be visible or audible from another Lot or from Common Property you 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.
- 2.3 You must not permit any child under your control or your invitees' control
- a) to play on any area of Common Property unless accompanied by an adult; or

- b) to remain on any area of Common Property comprising an area of possible danger or hazard to children, (e.g. the car park).

2.4 You must not:

- a) smoke or ignite cigarettes, cigars or pipes or any aromatic substance whilst on the Common Property or any balcony of any Lot; and
- b) consume alcohol whilst on Common Property.

2.5 You must not allow any odours to emanate from your Lot which by reason of their nature, their frequency or for any other reason, are likely to disturb another owner's or occupier's peaceful enjoyment of their Lot or the Common Property.

2.6 You must not throw anything nor permit anything to fall or drop from the balcony of your Lot or from the Common Property.

2.7 You must not position pot plants on the top of the balcony wall of your lot.

### **3 Compliance with By-laws**

3.1 You must take all reasonable steps to ensure that your invitees comply with these by-laws as though they were an owner or occupier of the Lot. If your invitee does not comply with these by-laws you must take all reasonable steps to ensure that your invitee immediately leaves The Pymont.

3.2 If you lease or license your Lot you must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee comply with these by-laws as though they were an owner of the Lot.

3.3 You must not permit your invitees to remain on the Common Property unsupervised except to the extent reasonably necessary for coming and going from the Building.

### **4 Compliance with Laws**

4.1 You must at your own expense promptly comply with all laws relating to your Lot including any requirements, notices and orders of any Governmental Agency.

4.2 You must not use the Lot for any purpose that may damage the good reputation of The Pymont.

4.3 You must comply with laws, rules and regulations relating to the Building made by any Government Agency or body including all zoning laws made by the City of Sydney.

### **5 Condition of Lot**

5.1 You must keep clean the Lot and all glass in windows and doors as is Common Property and which service the Lot (and which you can safely access).

- 5.2 You must keep clean the visible surface of the exhaust outlet covers in your kitchen, laundry and bathrooms.

## **6 Appearance of a Lot**

- 6.1 You must not, without the prior written consent of the owners corporation, maintain inside the Lot, including the balcony of a Lot, anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the rest of the Building. For clarity you must not hang or store any washing, towels, bedding or clothing on your balcony or from any window except where such items are positioned below the balcony wall.
- 6.2 You must not install, maintain or permit to remain on your balcony:
- a) any balcony furniture or plants:
    - i. not designed for the purpose of outdoor living;
    - ii. of a bulk and scale unsuitable for the limited space or which are likely to impede passage during an emergency; or
    - iii. that have become diseased or distressed (in the case of plants), worn, dilapidated or unsightly (in all cases and in the executive committee's reasonable opinion); or
  - b) any bicycle, tricycle, or parts of such equipment.
- 6.3 You must not:
- a) operate or permit to be operated in the Building any device or electronic equipment so as to interfere with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Building;
  - b) without the prior written consent of the owners corporation attach to or hang from the exterior of the Building any aerial, satellite dish or receiver or any security device or wires.

## **7 Security Grills**

- 7.1 The owners for the time being of each of Lots 01 through to 156 in the Strata Scheme (all units) are conferred with the special privilege and entitlement to utilise that portion of Common Property required to install a security grill ("Security Grill")
- 7.2 The consent is only given if:
- a) the owner signs the consent form, agreeing to this By-Law and delivers same to the strata committee for recording in the Minute Book, at the time of making application to the strata committee, detailing the design of the Security Grill and method of installation.
  - b) the owners corporation will remain responsible for the good and serviceable repair of the remainder of Common Property, not affected by this installation.

- c) the Security Grill must be:
  - of a type, style and design; and
  - installed in a location and manner,approved by the strata committee of the owners corporation.
- d) the owner must properly maintain and keep in a state of good and serviceable repair the Security Grill installed pursuant to this By-Law.
- e) the owner must maintain, repair or replace the Security Grill or any part of it when and in the manner required by the owners corporation PROVIDED that it is not a manner inconsistent with the Security Grill or the manner of its installation.
- f) the owner indemnifies the owners corporation against:
  - liability for increased insurance premiums resulting from the owner's use of the Common Property or the Security Grill;
  - any loss the owners corporation suffers as a result of the Security Grill;
  - liability for damage to any part of the Security Grill by virtue of Section 120 of the *Strata Schemes Management Act 2015*.
- g) the owner must obtain all necessary approvals before commencing the Works and must comply with all requirements of any applicable authority in relation to the Security Grill or its installation.
- h) the owner must repair any damage to the Common Property caused directly or indirectly by the installation or operation of the Security Grill.
- i) the installation of the Security Grill must only be performed on weekdays (excluding Public Holidays) between the hours of 8:00 a.m. and 4:00 p.m. and the owner must keep all areas of Common Property affected by such work in a clean and tidy state whilst they are being performed.
- j) If the owner fails to comply with any obligation under this By-Law then the owners corporation may:
  - carry out all work necessary to perform that obligation;
  - enter upon any part of The Pymont to carry out that work; and
  - recover the costs of carrying out such work as a debt from the owner.

## **8 Damage to Common Property**

- 8.1 You must not permit to be brought into the Building any heavy article that might cause structural damage to the Building.
- 8.2 You must not do anything to damage or deface Common Property.



- 8.3 You must not interfere with any personal property vested in the owners corporation.
- 8.4 You must not interfere with the operation of any equipment installed in the Common Property including lifts.
- 8.5 You must not wheel bicycles/tricycles or any other wheeled recreation vehicle across the foyers of The Pymont and must store bicycles only in the bicycle racks designed for that purpose and which are in the car park.

## **9 Moving – Furniture and Goods**

- 9.1 You must not move any article likely to cause damage or obstruction through Common Property without first giving the Building Manager at least 24 hours' notice to enable the Building Manager to arrange for a representative of the owners corporation to be present if he considers it necessary.
- 9.2 You may only move articles contemplated in this by-law in accordance with directions of Building Manager and only between the hours of 9.30 a.m. and 3.30 p.m. or other hours as permitted from time to time.
- 9.3 If you need to continually or repeatedly use the lift to transport furniture and goods on any given day because you are moving in or out of The Pymont, or for any other reason, the owners corporation grants you a licence to so use the lift on all the conditions as contained in the licence for a non-refundable fee in an amount to be determined by the strata committee from time to time for each day you do so; such licence fee to be paid in advance.
- 9.4 When you are moving out of the Building a refundable bond in an amount to be determined by the strata committee from time to time must first be paid to the Building Manager and it will be:
  - a) held by the owners corporation for the duration of the process; and
  - b) applied towards the rectification of any damage to any part of the Common Property; to additional cleaning costs of any Common Property required as a result of the activities and towards any security arrangements which may be necessary; and
  - c) within 5 working days of you permanently vacating the Building – refunded in whole or, if any part is applied pursuant to this by-law, then only as to the balance.

## **10 Security of Common Property**

- 10.1 You must not do or permit anything which may prejudice the security or safety of The Pymont and, in particular, must ensure that you and your invitees do not permit fire and security doors to be kept or propped open.
- 10.2 You must take care when entering the Building to ensure non residents do not follow you in through the main entry door, the internal foyer door or the car park door and into the lifts.

## **11 Notification of Defects**

You must promptly notify the Building Manager or Managing Agent when you become aware of any damage to or defect in the Common Property or any personal property of owners corporation.

## **12 Compensation to Owners Corporation**

- 12.1 If you or your invitees, agents, contractors, tradespersons damage any Common Property you will be responsible for all costs associated with loss suffered by the owners corporation and the repair and rectification of the damage.
- 12.2 If you are the Lot owner and not the occupier then the owners corporation will seek to recover its cost from you as a debt if your occupier fails to compensate the owners corporation or compensate it adequately under this by-law.
- 12.3 You must indemnify the owners corporation from and against all claims, demands, and liabilities of any kind which may arise in respect of damage to any property arising out the exercise of its rights under this by-law.

## **13 Restricted Use of the Common Property**

- 13.1 For the preservation of the safety of the Building from fire or other hazard and for the security of The Pymont generally, the owners corporation may:
  - a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
  - b) permit, to the exclusion of owners and occupiers of Lots, any part of the Common Property to be used by any security person as a means of monitoring the security of the Building; and
  - c) restrict by means of Security Key, your access to residential levels of the Building in which you do not occupy a Lot.
- 13.2 The owners corporation may make rules and regulations from time to time relating to improving the security of the Building and you must comply with those rules and regulations.

## **14 Security Devices**

- 14.1 If the owners corporation restricts your access under by-law 13, then it may make available to owners the number of Security Devices as it considers necessary. The owners corporation may charge a fee for any additional or replacement Security Device/s required. Such a fee is additional to the initial non-refundable charge you will incur for the supply of one initial Security Device.
- 14.2 If you own a Lot you must exercise a high degree of caution and responsibility in making a Security Device available for use by your occupiers and must take all reasonable steps (including an appropriate agreement in any lease or licence of

your Lot) to ensure return of the Security Device to you or the owners corporation when that occupier vacates your Lot.

- 14.3 If you possess a Security Device you must not duplicate or permit it to be duplicated and must take all reasonable steps to ensure that the Security Device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the relevant owner or the owners corporation.
- 14.4 You must promptly notify the owners corporation if a Security Device/s are lost or destroyed.
- 14.5 If you own a Lot you must promptly notify the owners corporation of changes in tenancy or occupancy of your Lot and must ensure your tenant or occupier complies with clause 14.6 of this by-law.
- 14.6 If you are an occupier of a Lot and not the owner, you must:
- a) at the start of your tenancy complete a Security Registration Form; and
  - b) at the start of your tenancy deliver to the Building Manager the completed Security Registration Form together with photographic identification and a copy of your tenancy agreement; and
  - c) notify the Building Manager of your end of your occupancy in advance of that date.

## **15 Garbage**

- 15.1 You must not deposit or throw on the Common Property any garbage except in a receptacle or area specifically provided for that purpose.
- 15.2 You must:
- a) drain and securely wrap all your household garbage (excepting items dealt with separately in this by-law) and slide it down your designated garbage chute in your designated Garbage Chute Room;
  - b) recycle your garbage according to the owners corporation's and City of Sydney's instructions,
  - c) drain and clean bottles and glass jars and make sure they are not broken;
  - d) contact the Building Manager to arrange removal of large articles of garbage, (including unwanted furniture), recyclable materials or liquids which are poisonous or possibly dangerous to the environment as soon as you are planning to dispose of such items;
  - e) promptly remove anything which you may have spilled in Common Property space and immediately notify the Building Manager of the nature and location of the spillage;
  - f) reimburse the owners corporation for any cost it incurs for specialist cleaning services which may be necessary to clean spillage on Common

Property caused by you, your tradespersons, contractors or other invitees;  
and

- g) place garden clippings and similar plant material only in the City of Sydney green bin provided for that purpose and which is located in the recycling bin area.

15.3 You must not:

- a) leave garbage on Common Property or in the Garbage Chute Room;
- b) put bottles or glass in the garbage chute;
- c) put liquids in the garbage chute;
- d) put items such as broom and mop handles, coat hangers or umbrellas or which weigh more than 2.5 kilograms in the garbage chute;
- e) put boxes or large items in the garbage chute that might block it;
- f) put dust in the garbage chute (e.g. vacuum cleaner bags) as this can set off the fire alarm. Vacuum cleaner dust bags must be placed inside sealed plastic bags; or
- g) put garden waste or clippings in the Garbage Chute Room.

15.4 The owners corporation from time to time may make rules and regulations concerning garbage and you must comply with those rules and regulations.

## **16 Storage of Flammable Liquids**

You must not use or store on a Lot or on Common Property any flammable or hazardous chemical, liquid, gas or other material other than chemicals, liquids, gases or other material used or intended to be used in connection with the permitted use of the Lot and then only in domestic quantities.

## **17 Insurance Policies**

You must not without the prior written consent of the owners corporation do or permit anything which may invalidate, suspend or increase the premium for any of the owners corporation's insurance policies.

## **18 Signs**

You must not, without the prior written consent of the owners corporation and all necessary consents of Government Agencies concerned with signage, affix or exhibit any sign, light, advertisement, name or notice to or on any part of the Building unless it is inside the Lot and remains non visible from outside the Lot.

## 19 Keeping Animals

- 19.1 An owner or occupier may not keep an animal on the Lot or the common property without the prior written approval of the owners corporation.
- 19.2 The relevant owner or occupier must complete the Pet Application Form (available from the Building Manager) when seeking approval to keep an animal at The Pymont.
- 19.3 The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the common property and must give the relevant owner or occupier written reasons for any refusal to grant approval.
- 19.4 Despite clause 19.2 it will not be unreasonable for the owners corporation to refuse approval for the keeping of any dangerous or restricted breed of dog and no further reasons need be given.
- 19.5 If you keep an animal on the Lot pursuant to written approval, then you must:
- a) keep the animal within the Lot, and
  - b) supervise and leash the animal at all times when it is on the common property, and
  - c) if possible, carry the animal at all times when on common property; and
  - d) take any action that is necessary to clean all areas of the Lot or the common property that are soiled by the animal.
- 19.6 Where the owners corporation decides in its reasonable opinion that the animal is or becomes offensive, noisy, vicious, a nuisance, or unreasonably disturbs other owners or occupiers you must immediately remove it and keep it away permanently from The Pymont.
- 19.7 For the purposes of the previous clause and section 137B(3) of the Act, the circumstances in which the keeping of an animal unreasonably interferes with another occupier's use and enjoyment of the occupier's Lot or the common property are:
- a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupier, or
  - b) the animal repeatedly runs at or chases another occupier, a visitor of another occupier or an animal kept by another occupier, or
  - c) the animal attacks or otherwise menaces another occupier, a visitor of another occupier or an animal kept by another occupier, or
  - d) the animal repeatedly causes damage to the common property or another Lot, or

- e) the animal endangers the health of another occupier through infection or infestation, or
- f) the animal causes a persistent offensive odour that penetrates another Lot or the common property, or
- g) for a cat kept on a Lot, the owner of the animal fails to comply with an order that is in force under the *Companion Animals Act 1998*, section 31, or
- h) for a dog kept on a lot:
  - (i) the owner of the animal fails to comply with an order that is in force under the *Companion Animals Act 1998*, section 32A, or
  - (ii) the animal is declared to be a menacing dog or a dangerous dog under the *Companion Animals Act 1998*, section 34, or
  - (iii) the animal is a restricted dog within the meaning of the *Companion Animals Act 1998*, section 55(1).

19.8 An owner or occupier who keeps an assistance animal on the Lot must provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Commonwealth).

## 20 Fire Control

In this by-law:

**“Fire safety equipment”** means the fire and smoke detection devices, water sprinklers, fire alarms and fireproof doors installed in the Lots and Common Property in accordance with legislative requirements or in the interest of safety at The Pyrmont.

**“Call-out”** means the activation of smoke or fire alarms forming Fire safety equipment resulting in the attendance of an authorised contractor or the Fire Brigade to investigate the cause and any consequential attendance by the City of Sydney to investigate the fire safety of The Pyrmont.

- 20.1 The owners corporation must take reasonable steps to prevent fires and other hazards at The Pyrmont.
- 20.2 The owners corporation and you must, in respect of the Building and your Lot, as appropriate:
  - a) consult with any relevant Government Agency as to the appropriate fire alarm and Fire safety equipment for the Building and the Lots; and
  - b) ensure the provision of all adequate Fire safety equipment in the Building and the Lots to the satisfaction of all relevant Government Agencies; and
  - c) maintain smoke alarms in your Lot to the necessary standard to comply with Australian Standards AS 3786, AS 3000 and Building Code of Australia Specification E2.2a (as modified or replaced from time to time); and

- d) take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots; and
  - e) if the owners corporation or its Building Manager notifies you in writing of a change in the Australian Standards or Building Code of Australia Specifications in respect of smoke alarms which renders your existing smoke alarm inadequate or below such standards and specifications then you must replace your smoke alarm at your cost in accordance with the Building Manager's reasonable directions.
- 20.3 To enable the owners corporation to fulfil its obligations to Government Agencies in respect of fire safety, you authorise the owners corporation by its Building Manager to give the name of the occupiers of your Lot to the City of Sydney fire safety officer should that information be sought in relation to fire safety issues at the Building.
- 20.4 You must not:
- a) use or interfere with any Fire safety equipment anywhere in the Building or the Common Property except in the case of an emergency; or
  - b) replace any smoke alarm in your Lot with any equipment that is not listed in the Scientific Services Laboratory (SSL) register of accredited products; or
  - c) replace any smoke alarm in your Lot with any second-hand, reconditioned or superseded equipment of any description; or
  - d) permit your smoke alarm to fall into disrepair or become or remain non-operational; or
  - e) hinder or delay any inspection of your smoke alarm and Fire safety equipment in your Lot on request by the Building Manager; or
  - f) obstruct any fire stairs or fire escape; or
  - g) place any items in the fire stairs or fire escape; or
  - h) do anything to render any smoke alarm ineffective; or
  - i) leave open the fire rated front door of a Lot for any reason.

For the purposes of clause 20.4 of this by-law and as at the date of this by-law the only accredited products to be installed in your Lot are either:

- a) Clipsal 755PSMA Photoelectric Smoke Alarm; or
  - b) Brooks EIPFSTLH Photoelectric Smoke Alarm.
- 20.5 Where Fire safety equipment or human error has triggered an alarm in relation to your Lot and
- a Call-out has occurred;

- it is a false alarm;
- the Fire safety equipment has not malfunctioned

you must indemnify the owners corporation for any charges (including fines) associated with that Call-out.

20.6 You remain solely responsible for any fines or penalties imposed on you by any relevant Government Agency for your failure to comply with its requirements and you must indemnify the owners corporation from all claims, losses, expenses and costs incurred or damage to property or person suffered arising from

- a) your failure to comply with Government Agency requirements and this by-law; and
- b) the exercise of the owners corporation's rights and duties under this by-law and you must pay the costs on demand.

20.7 The owners corporation may seek to recover the amount payable through appropriate legal action.

## **21 Consent of Owners Corporation**

A consent given by the owners corporation under these by-laws will, if practicable, be revocable and may be given subject to conditions including a condition that a further special privilege or common property rights by-law is required to be proposed and passed before the consent can take effect.

## **22 Complaints and Applications**

Any complaint or application to the owners corporation must be addressed in writing to the strata committee care of its Building Manager.

## **23 Management Agreement**

23.1 The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to appoint and enter into an agreement with the Building Manager to provide for the management control and administration of the Building.

23.2 At the expiration of the agreement the owners corporation may enter into a further agreement consistent with the terms of this by-law.

## **24 Obstruction of Building Manager**

You must not:

- a) interfere with or obstruct the Building Manager from performing duties;
- b) interfere with or obstruct the Building Manager from using any part of the Common Property designated by the owners corporation for such use;



- c) attempt to instruct the Building Manager, or other employee, servant, agent or contractor of the owners corporation but shall when wishing to do so communicate in writing with the owners corporation (which shall then take such action as it may consider appropriate).
- d) Must, if access to Common Property can only be achieved via your lot, provide such access upon receipt of reasonable notice from the Building Manager that such access is required.

## **25 Curtains and Window Fittings**

- 25.1 You must not hang curtains, blinds or louvres visible from outside the Lot unless those curtains, blinds or louvres have a backing of such colour and design as are approved by the owners corporation.
- 25.2 You must not install, renovate and/or replace a curtain, blind or louvre without having the colour and design or the backing approved by the owners corporation.
- 25.3 In giving its approval, (which may be given by its strata committee) the owners corporation must ensure so far as practicable that backings used in all Lots present a uniform appearance when viewed from outside the Building.

## **26 Gymnasium & Swimming Pool Area**

- 26.1 You must ensure in relation to the use of the swimming pool and gymnasium areas ("recreation areas") that:
  - a) they are used by you and your invitees only during between the hours determined by the strata committee from time to time (acting reasonably);
  - b) children fourteen (14) years or under use the swimming pool area only if accompanied and supervised by an adult;
  - c) children fourteen (14) years or under do not use the gymnasium area;
  - d) running, ball playing, hazardous or inappropriate or offensive activities as determined by owners corporation (acting reasonably) by its Building Manager are not conducted in the swimming pool area;
  - e) no food or drink is brought into the recreation areas (other than water and sports drinks in a plastic container);
  - f) all persons using the recreation areas are adequately clothed (including appropriate foot wear) at all times and topless bathing (by females) is not permitted;
  - g) towels are to be placed on exercise equipment seats and benches at all times during use;
  - h) no items of clothing or towelling or other personal property are left behind in the recreation areas after use;

- i) no intoxicated or drug-influenced person uses the recreation areas; when travelling between the recreation area and your Lot you and your invitees are fully dressed (including appropriate footwear) at all times; and
  - j) no equipment or property vested in the owners corporation is removed from the recreation areas.
- 26.3 The owners corporation from time to time may make rules and regulations relating to the recreation areas and you must comply with those rules and regulations.
- 26.4 Any person who does not comply with this by-law will be ejected from the recreation areas and asked to keep away from the recreation areas.
- 26.5 Any personal property left in the recreation areas after use will be held by the Building Manager in a safe place for a period of one (1) month and if not collected will be disposed of after that time.

## 27 Building Works and Alterations (amended 24 October 2023)

In this by-law

“**Bond**” means an amount determined by the executive committee from time to time (Bond for Commercial Lots is \$5000.00) which is to be paid to the Building Manager and which may be used by the owners corporation in its discretion to repair any damage caused to Common Property by respective owners or their agents, employees, contractors and as a result of their Renovations, Building Work or Alterations;

“**Cosmetic Work**” includes the following:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
- (b) installing or replacing handrails,
- (c) painting,
- (d) filling minor holes and cracks in internal walls,
- (e) laying carpet,
- (f) installing or replacing built-in wardrobes,
- (g) installing or replacing internal blinds and curtains,

but does not include such prescribed work where the work:

- i. involves structural changes;
- ii. changes the external appearance of a Lot;
- iii. detrimentally affects the safety of a Lot or common property, including fire safety systems;

- iv. involves waterproofing, or the plumbing or exhaust system of the strata scheme;  
or
- v. involves reconfiguring walls.

**“Minor Renovations”** means:

- a) renovating a kitchen,
- b) changing recessed light fittings (except exterior light fittings on balconies),
- c) installing or replacing wood or other hard floors,
- d) installing or replacing wiring or cabling or power or access points,
- e) work involving reconfiguring walls (except where such walls are load bearing or structural),
- f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- g) installing a reverse cycle split system air conditioner, or
- h) installing a heat pump,

**“Renovations, Building Work or Alterations”** means:

- a) building work in a Lot; and/or
- b) work to services in a Lot; and/or
- c) changes to the structure or layout of a Lot including all ancillary work;

but excludes Cosmetic Works and Minor Renovations

27.1 This by-law applies if you are a Lot owner and want to carry out Renovations, Building Work or Alterations and Minor Renovations which:

- affect Common Property – unless the work is only Cosmetic Work;
- affect Common Property services or services for the exclusive use of another Lot;
- involve electrical, plumbing or air conditioning services other than maintenance;
- involve jack hammering, brick/paver-laying, concreting, rendering, plastering, tiling or waterproofing;
- involve partial or full removal or relocation of a wall; and
- affect the appearance of the Lot when viewed from outside the Lot, from another Lot or from the Common Property.

- 27.2 If you are an occupier of a Lot and not the Lot owner, you must not carry out any Renovations, Building Work or Alterations.
- 27.3 If you are a Lot owner, you must not carry out Renovations, Building Work or Alterations or Minor Renovations unless first you:
- a) submit plans detailing the proposed Renovations, Building Work or Alterations and Minor Renovations (including but not limited to materials, style, design, colour schemes and any other details reasonably required) to the Building Manager at least 21 days before the planned commencement of work, and
    - i. if your Renovations, Building Work or Alterations do not add to or alter Common Property and are categorised as Minor Renovations, obtain the owners corporation's written consent to the proposal; such consent not to be unreasonably withheld and which for the purposes of section 110 (6) of the Act may be delegated to its strata committee; or
    - ii. if your Renovations, Building Work or Alterations include adding to or altering Common Property and are not categorised as Minor Renovations, first submit and consent to a further special by-law for consideration by the owners corporation covering your maintenance obligations in respect of such work and ensure such further special by-law is passed before you undertake that work; and
  - b) obtain necessary consents from all relevant Government Agencies;
  - c) find out where service lines and pipes are located;
  - d) effect and maintain contractors all works insurance, insurance required under the *Home Building Act 1989* (if applicable), workers compensation insurance and public liability insurance of an amount of no less than \$20,000,000.00, or such other amount as determined from time to time by the owners corporation, in the joint names of the registered owner of the subject Lot and the owners corporation; and
  - e) arrange with the Building Manager:
    - i. a nominee who will be responsible for supervising the work and be contactable in emergencies at all times;
    - ii. a suitable time and means by which to access the Building;
    - iii. work hours, work methods and disposal of debris; and
    - iv. all other matters likely to affect other occupiers or servicesand continuously comply (and ensure that contractors and any persons involved in doing the Renovations, Building Work or Alterations comply) with the Building Manager's reasonable requirements and directions; and
  - f) deliver the Bond to the Building Manager.

- 27.4 Where Renovations, Building Work or Alterations affect or include or (or should affect or include in the strata committee's reasonable opinion) interference with existing waterproofing treatments or additional waterproofing or weatherproofing in your Lot, then without limiting the operation of any other clause in this by-law, you also must:
- a) first submit and consent to a further special by-law for consideration by the owners corporation covering your maintenance obligations in respect of that aspect of the work; and
  - b) ensure such further special by-law is passed before you undertake interference with existing waterproofing treatments or additional waterproofing or weatherproofing in approved your Lot, even if that means delaying the commencement or completion of the Renovations, Building Work or Alterations.
- 27.5 When carrying out Renovations, Building Work or Alterations or Minor Renovations, you must:
- a) if the work is Minor Renovations:
    - i. use qualified, reputable and, where appropriate, licensed and insured contractors;
    - ii. do the work in a proper manner and to the owners corporation's and the relevant Government Agency's/ies' reasonable satisfaction;
    - iii. not damage service lines or pipes or interrupt services to The Pymont and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on Common Property;
    - iv. not damage or interfere with or alter the integrity of fire rated doors or walls; be liable for and immediately repair any damage caused to Common Property, the subject Lot, any other Lot or the property of any occupier;
    - v. carry out work only between the hours of 8.00 a.m. and 4.00 p.m. from Monday to Saturday (excluding public holidays);
    - vi. comply with all conditions imposed by the Government Agency; and
    - vii. comply with all other conditions reasonably imposed by the owners corporation; and
    - viii. comply with section 110 of the Act; and
  - b) if the work is not Minor Renovations, then comply with all conditions in 27.5 a) except 27.5 a) viii and the following conditions.

- 27.6 After carrying out Renovations, Building Work or Alterations approved under this by-law, and if reasonably requested to do so by the owners corporation; you must:
- a) within a reasonable time produce written certification that the Renovations, Building Work or Alterations have been inspected after completion and that they meet relevant Australian building, engineering, fire and/or acoustic standards for such works and that the structural integrity of the Building has not been compromised by the works; and
  - b) within the time stipulated, lodge any necessary building alteration plan with the appropriate Government Agency.
- 27.7 At all times you must:
- a) comply with all other by-laws in force for The Pymont which may apply to the activities contemplated in this by-law; and
  - b) comply with the Act, and
  - c) indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair or replacement of your Renovations, Building Work or Alterations.
- 27.8 The costs of your Renovations, Building Work or Alterations and of compliance with this by-law are your sole responsibility and your Renovations, Building Work or Alterations will remain your fixtures.
- 27.9 Where the activities contemplated by Renovations, Building Work or Alterations have been or are carried out pursuant to a separate registered exclusive use or special privilege by-law as at the date of this by-law (Prior Special By-law) then the obligations in this by-law will apply to the extent that they are not inconsistent with the rights of that Prior Special By-law.
- 27.10 Insofar as it may be necessary, the owners corporation specially resolves pursuant to section 106 of the Act that:
- a) it is inappropriate to maintain, renew, replace or repair the Common Property immediately affected by the Renovations, Building Work or Alterations; and
  - b) its decision will not affect the safety of any building, structure or Common Property in the strata scheme or detract from the appearance of any property in the strata scheme.
- 27.11 If you fail to comply with any obligation of this by-law, the owners corporation may:
- a) enter any part of The Pymont to carry out the necessary work to perform the obligation; and
  - b) seek to recover the costs of carrying out that work from you as a debt.

- 27.12 The owners corporation has the following additional powers and authority:
- a) subject to a further special by-law, if necessary, the power to specially resolve under section 108 of the Act to permit additions and alterations and installations to Common Property contemplated in this by-law;
  - b) the power to impose conditions on Renovations, Building Work or Alterations; and
  - c) the authority to invoke the remedy contained in clause 27.11.

## 28 Air Conditioners

### 28.1 DEFINITIONS

- 1.1 In this by-law:

**Commencement Date** means 1 August 2011.

**Air Conditioner** means an air conditioning unit and all ancillary pipes, wires, cables and ducts associated with the air conditioner.

**Owners Corporation** means The Owners – Strata Plan No 51673

**Owner** means the owner of a lot from time to time in the Owners Corporation.

- 1.2 Where any term used in this by-law is defined in the *Strata Schemes Management Act 2015*, it has the same meaning as in that Act.

- 1.3 Include and including and similar expressions are not words of limitation.

- 1.4 The singular includes the plural and vice versa.

### 28.2 APPLICATION OF BY-LAW

This by-law applies to all Air Conditioners, whether installed before or after the Commencement Date.

### 28.3 PROHIBITION

- a) After the Commencement Date, an Owner must not install an Air Conditioner in the Owner's lot unless the Owner complies with the conditions specified in paragraph 5.
- b) An Owner must not retain an Air Conditioner in the Owner's lot that was installed before the Commencement Date unless the Owner complies with the conditions specified in paragraph 6.

### 28.4 RIGHTS

Subject to the conditions in paragraphs 5 and 6, Owners are granted a special privilege to install an Air Conditioner in their Lots.

## **28.5 CONDITIONS FOR NEW AIR CONDITIONERS**

After the Commencement Date, an Owner may install an Air Conditioner in that Owner's lot on condition that the Owner:

- a) obtains the written permission of the strata committee before any work is carried out in connection with the installation of an Air Conditioner;

### **Works**

- b) when carrying out work in connection with the installation of an Air Conditioner:
  - i) protects all areas of the Common Property from damage;
  - ii) does not disturb the peaceful enjoyment of the Owner or occupier of another lot;
  - iii) complies with the reasonable requirements of the strata committee as to the location and method of installation of an air conditioner.
  - iv) promptly removes all debris resulting from work;

### **Maintenance**

- c) properly maintains and keeps the Air Conditioner in a state of good and serviceable repair and replaces it as required from time to time;
- d) properly maintains, repairs and or replaces any Common Property associated with the installation.

### **Cost**

- e) pays all costs of the installation, the replacement of, the maintenance of and the repair of the Air Conditioner and any Common Property associated thereto.
- f) Pays all running costs of the Air Conditioner; and
- g) effects and continues to keep insurance cover for the Air Conditioner.

## **28.6 CONDITIONS FOR EXISTING AIR CONDITIONERS**

An Owner may retain an Air Conditioner in that Owner's Lot that was installed before the Commencement Date on condition that the Owner:

- a)
  - i) has fully complied with the requirements of this By-Law or
  - ii) had installed the Air Conditioner before the Commencement Date and had previously obtained the permission of the Owners Corporation to install the Air Conditioner and has complied with all conditions specified in that approval; or



- iii) notifies the strata committee in writing that an Air Conditioner has been installed in the Owner's Lot and has received written confirmation from the strata committee that the installation of the Air Conditioner complies with the requirements of this By-Law.

#### **Maintenance**

- b) properly maintains and keeps the Air Conditioner in a state of good and serviceable repair and replaces it as required from time to time; and
- c) properly maintains, repairs and or replaces any Common Property associated with the installation.

#### **Cost**

- d) pays all costs of the installation, the replacement of, the maintenance of and the repair of the Air Conditioner and any Common Property associated thereto; and
- e) pays all running costs of the Air Conditioner; and
- f) effects and continues to keep insurance cover for the Air Conditioner.

#### **28.7 REMEDY**

- a) If an Owner fails to comply with any obligation of this by-law, then the Owners Corporation will seek orders from NCAT against the Owner which may incur costs for that Owner:

## **29 Letting and Planning Compliance**

In this by-law

**"Long term sleeping accommodation"** means accommodation provided to the same person or persons for a period of more than twenty eight (28) consecutive days, or that is the subject of an agreement for its provision to the same person or persons for a period of more than twenty eight (28) consecutive days.

**"Maximum Number"** means

- In the case of a Lot with one (1) authorised bedroom; up to two (2) adults at any one time;
- In the case of a Lot with two (2) authorised bedrooms; up to four (4) adults at any one time; and
- In the case of a Lot with three (3) authorised bedrooms; up to six (6) adults at any one time.

- 29.1 The owners corporation is concerned that unrestricted numbers of residents in some Lots:
- a) is placing extra strain on common services, compromising fire safety services designed and installed in the Building and posing a greater security risk to the Building;
  - b) constitutes overcrowding which may void or nullify the Building's insurance policies and the payout of certain insurance claims.
- 29.2 In addition to prohibitions and obligations imposed in other by-laws for the strata scheme, you must not and must not permit any other person to:
- a) allow, condone or suffer Long Term Sleeping Accommodation in your Lot by more than the Maximum Number;
  - b) alter or interfere with Common Property services, conduits, pipes and cables in the Building; and
  - c) install partitions, curtains or any other separation device within Lots in an attempt to create more rooms or separate rooms to accommodate more than the Maximum Number.
- 29.3 You will be liable for any damage to the Common Property caused by your breach of this by-law.
- 29.4 You must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to:
- a) overcrowding in excess of the permitted Maximum Number in your Lot in breach of this by-law; and
  - b) increased insurance premiums as a result of a breach of this by-law;
  - c) the exercise of its rights under this by-law; and
  - d) enforcement of this by-law.
- 29.5 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
- a) the power to prohibit you from permitting more than the Maximum Number to reside in any Lot;
  - b) where any owner or occupier does not comply with this by-law (in the strata committee's reasonable opinion), the authority to enter any part of the offending lot to carry out the necessary investigation to confirm that opinion;
  - c) the power to engage in whatever legal action may be necessary or desirable to stop the breach of this by-law; and

- d) the authority to seek to recover the costs of carrying out the activities referred to in sub-clauses b) and c) of this clause from the respective owner.

### 30 Prohibition of Short-Term Rental Accommodation (repealed & replaced 24 October 2023)

1. For the purpose of this by-law:
  - 1.1 “**Act**” means the *Strata Schemes Management 2015 (NSW)* as amended or replaced from time to time;
  - 1.2 “**Common Property**” means the common property in the Strata Plan;
  - 1.3 “**Costs**” includes all professional and trade costs, fees, expenses and disbursements;
  - 1.4 “**Enforcement Costs**” means the costs arising from or incurred as a result of the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;
  - 1.5 “**Committee**” means the strata committee elected by the Owners Corporation from time to time;
  - 1.6 “**Indemnify**” means the Owner indemnifying the Owners Corporation in respect of:
    - 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 the Owners Corporation by way of increased premiums; and
    - 1.6.3 any costs, loss or damages for which the Owners Corporation is or becomes liable, arising from an Owner’s use of their Lot in breach of this by-law.
  - 1.7 “**Lot**” means a lot or any part of a lot in the Strata Plan;
  - 1.8 “**Owner**” means the registered proprietor of a Lot from time to time, including the registered proprietor’s agent or employee;
  - 1.9 “**Owners Corporation**” means the owners corporation known as The Owners – Strata Plan No. 51673
  - 1.10 “**Principal Place of Residence**” of a person means the one place of residence that is, among the one or more places of residence of the person within and outside Australia, the principal place of residence of the person;

- 1.11 **“Security Keys”** means a key, magnetic card, or other device or information used on the Common Property to:
  - 1.11.1 open and close security gates, doors, or locks; or
  - 1.11.2 operate alarms, security systems, or communication systems.
- 1.12 **“Short-Term Rental Accommodation Arrangement”** means a commercial arrangement for giving a person the right to occupy a Lot for a period of not more than 3 months at any one time, including but not limited to arrangements made through the use of online services such as Airbnb, Stayz, Gumtree, or similar.
- 1.13 **“Statutory Declaration”** means a statutory declaration made by an Owner in the form required by the Committee having regard to the contents of this by-law;
- 1.14 **“Strata Manager”** means the strata managing agent engaged by the Owners Corporation from time to time; and
- 1.15 **“Strata Plan”** means registered strata plan no. 51673
2. Where terms in this by-law are not defined, they have the same meaning those terms are attributed under the Act.
3. An Owner is prohibited from using, operating, or directly or indirectly facilitating the use of their Lot for a Short-Term Rental Accommodation Arrangement, if the Lot is not the Owner’s Principal Place of Residence.
4. An Owner is prohibited from advertising their Lot or permitting their Lot to be advertised for a Short- Term Rental Accommodation Arrangement, if the Lot is not the Owner’s Principal Place of Residence.
5. This by-law does not prevent a person using their Lot for a Short-Term Rental Accommodation Arrangement if the Lot is the Principal Place of Residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.
6. If the Committee reasonably believes that an Owner is using, operating, or directly or indirectly facilitating the use of a Lot for a Short-Term Rental Accommodation Arrangement in breach of this by-law, the Owners Corporation, via the Committee or Strata Manager, may:
  - 6.1 request that the Owner provide evidence of their compliance with this by-law. Such evidence must meet the reasonable requirements of the Committee, which may include the provision of a Statutory Declaration; and/or
  - 6.2 exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner by the NSW Civil and Administrative Tribunal; and/or

- 6.3 enter upon any part of the Lot to carry out necessary investigation to confirm the Owner's compliance with this by-law; and/or
  - 6.4 refuse to provide additional Security Keys to the Owner or any purported legal occupier; and/or
  - 6.5 take all necessary steps to ensure the security of the Common Property which may include de-activating Security Keys.
7. An Owner in breach of this by-law is responsible for and must promptly repair any damage to any Common Property directly or indirectly caused by the Owner's breach.
  8. An Owner in breach of this by-law is responsible for and will bear all Costs and Enforcement Costs arising from or associated with the Owner's breach.
  9. Where the Owners Corporation has incurred Costs and/or Enforcement Costs because of an Owner's breach of this by-law, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner in breach, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act. All associated rights of recovery under the Act apply.
  10. The Owner Indemnifies and will keep Indemnified the Owners Corporation.

### **31 Car Parking Spaces**

- 31.1 Except with the written approval of the owners corporation, an owner or occupier of any Lot or part of a Lot intended for use as a car space may not use or permit the use of that space except to park a registered motor vehicle.
- 31.2 You must not park or stand upon Common Property a motor vehicle except with the consent of the owners corporation or its Building Manager.
- 31.3 An owner must not permit a car space forming a Lot or part of a Lot to be used by any person who is not a resident or occupier of a Lot in the Building or a visitor of a resident or occupier of a Lot in the Building.
- 31.4 An owner must not grant or permit to be granted any lease or otherwise part with possession of any car space forming a Lot or part of a Lot other than to an owner or occupier of a Lot in the Building.
- 31.5 If you are an owner, you are liable to promptly remove any abandoned or non-road worthy motor vehicle from your Lot (at your cost) whether or not you placed it there.
- 31.6 You must keep your car spaces clean at all times and ensure that oil spills are removed promptly.
- 31.7 If, after issuing a notice to comply, the oil spill is not removed, the owners corporation may, at its discretion, enter the car space area to clean the space at your cost.

- 31.8 If you are an owner you must indemnify the owners corporation against any claims arising from injury to persons or damage to personal property or Common Property arising from your use of your car space.

## **32 Floor Coverings**

- 32.1 You must ensure that all floor space and surrounding areas within your Lot is covered or otherwise treated to stop the transmission of noise that is likely to disturb another occupier.
- 32.2 Without limiting clause 32.1, the installation of a floor surface and sound proofing material other than carpet with underlay in a Lot (other than in respect of an excluded area) requires the prior written approval of the owners corporation by its strata committee.
- 32.3 Pursuant to section 110 of the Act, the owners corporation may from to time issue guidelines under this by-law in relation to the installation of a floor surface and sound proofing material other than carpet and underlay in a Lot (other than in respect of an excluded area). The guidelines may provide for the following:
- a) the type or types of floor surfaces and sound proofing material that may be installed in a Lot;
  - b) the standard of floor surfaces and sound proofing material that may be installed in a Lot;
  - c) the method of installation of the floor surface and sound proofing material in a Lot, including treating surrounding areas to stop the transmission of noise that might unreasonably disturb another owner or occupier;
  - d) a firm or firms of acoustic consultants that the owners corporation recommends to carry out acoustic services in relation to the installation of a floor surface and sound proofing material other than carpet and underlay in a Lot;
  - e) the test or tests that the owners corporation requires an owner or occupier of a Lot to carry out in relation to the installation of a floor surface and sound proofing material other than carpet and underlay in a Lot both before and after installation;
  - f) the minimum soundproof rating that the floor surface and surrounding areas must attain;
  - g) the ability for the owners corporation to independently verify an owner or occupier's compliance with this by-law;
  - h) the payment of a bond for an amount that the owners corporation reasonably determines to ensure that the owner or occupier of a Lot complies with this by-law; and

- i) such other matters as the owners corporation reasonably determines;
- and the guidelines may be amended as necessary. A copy of the guidelines is available from the Building Manager on request.
- 32.4 In requesting the prior written approval of the owners corporation under this by-law, you must provide to the strata committee the following documentation:
- a) the documentation to satisfy the guidelines as far as they apply before installation; and
  - b) such other material or documentation that the owners corporation reasonably requires.
- 32.5 In installing a floor surface and sound proofing material other than carpet and underlay in a Lot (other than in an excluded area) the owner or occupier of a Lot must ensure that the installed floor surface and sound proofing material complies with the guidelines.
- 32.6 Within fourteen (14) days following the installation of a floor surface and sound proofing material other than carpet and underlay in a Lot (other than in respect of an excluded area) you must provide to the owners corporation a written report from a qualified acoustic consultant addressed to the owner and occupier of the Lot and the owners corporation that the completed installation has been inspected and that all conditions in this by-law in relation to the installation of the floor surface and sound proofing material have been satisfied, including the guidelines.
- 32.7 On completion of flooring work, you must permit the owners corporation by its agent or Building Manager to inspect your Lot at a reasonable time to assess compliance with the guidelines; such permission to lapse once the assessment (or, if necessary, more than one assessment) has confirmed compliance.
- 32.8 Following completion and satisfaction of clause 32.7, you must permit the owners corporation by its agent or Building Manager to inspect your Lot on 7 days' notice to assess compliance with the guidelines in the future if the owners corporation reasonably suspects that the floor surface and sound proofing material since installation have failed to maintain the standards of sound proofing demanded in the guidelines.
- 32.9 Omitted
- 32.10 "excluded area" means the bathroom or laundry area of a Lot which is wholly located above a bathroom or laundry area.

### 33 Gatherings

Where any gathering of more than twenty-five (25) people is to be held in a Lot you shall give the Building Manager at least three (3) days notice of intention to hold such gathering and shall bear all costs in respect of the employment of necessary additional doormen or security staff engaged at the discretion of the owners corporation. You must pay such costs before the event.

## 34 Special Events

In this by-law:

**“Special Events”** means: any Public Holiday in each year and such other dates and times as the owners corporation from time to time determines.

- 34.1 When a Special Event occurs the owners corporation may make rules and regulations relating to the use and occupation of the Building as it deems appropriate provided such rules and regulations are for the safety of owners and occupiers and for orderly administration of the Building.
- 34.2 You must comply with such rules and regulations.
- 34.3 When a Special Event occurs the following shall apply:
- a) you shall notify the Building Manager of the numbers of persons you intend inviting to a gathering within your Lot;
  - b) a one (1) bedroom apartment shall be entitled to not more than fourteen (14) persons (including occupiers), a two (2) bedroom apartment not more than twenty one (21) persons (including occupiers), a three (3) bedroom apartment not more than twenty eight (28) persons (including occupiers).
- 34.4 The numbers referred to in 34.3 b) may be varied by the executive committee from time to time;
- 34.5 This By-law is to be read in conjunction with By-law 42 – Rooftop Garden

## 35 Door Maintenance

- 35.1 If you are an owner you must maintain, repair and replace all locks, peep-holes, door-closers and other security devices (each a “fire or safety device”) installed in the entry door to your Lot whether or not you installed them.
- 35.2 Fire or safety devices within a Lot must:
- a) comply with all fire safety laws and requirements imposed by any government authority or by the owners corporation, (“fire safety requirements”);
  - b) be installed in a proper and workmanlike manner and have an appearance in keeping with the appearance of the Building; and
  - c) be approved by the owners corporation by its Building Manager.
- 35.3 If any change made to the floor surface under an entry door to a Lot (for example a change from carpet to tiles) has the effect of making the door non-compliant with any fire safety requirement, you as an owner must at your expense take whatever action is required to render the entry door compliant with such fire safety requirement.



- 35.4 If you are an owner, you must pay the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection or certification of the Building as a consequence of non-compliance with this by-law by you or your occupiers.
- 35.5 If the owners corporation determines that:
- a) it is inappropriate to maintain, repair or replace a fire or safety device; and
  - b) neither the safety nor the appearance of any part of the Building will be prejudiced,
- then the owners corporation may resolve either that no remedial action is necessary or that a new entry door should be installed at your expense.
- 35.6 If you are an owner you must indemnify the owners corporation in relation to any cost, or liability incurred, or any damage to the Common Property, arising out of any installation or removal of a fire or safety device in your Lot including any fines imposed on it by any Government Agency and must pay those costs on demand.
- 35.7 If you are an owner and you or your occupiers fail to comply with any obligation of this by-law, the owners corporation may:
- a) enter any part of The Pymont to carry out the necessary work to perform the obligation; and
  - b) seek to recover the costs of carrying out that work from you as a debt which may incur costs for you.

## **36 Exclusive Use Lots 86, 96 & 97**

- 36.1 On the conditions set out in this by-law, the owner for the time being of each of Lots 86, 96 and 97 ("the owner") shall have a right of exclusive use and enjoyment of the rectangular area of Common Property on Level 4 immediately to the south-west of his lot ("the area").

### **Conditions:**

- a) The owner must maintain the area and keep it in a state of good and serviceable repair, and must keep it in clean, tidy and well-ordered condition.
- b) The owner at his own expense must do whatever may be necessary to prevent the ingress of water from or through the area's concrete slab floor to his lot or another lot. For this purpose, he may tile the concrete slab floor with tiles and according to specifications of which the owners corporation has approved in writing, its approval not to be withheld reasonably.
- c) The owner must maintain any tiles or other fixture or fitting installed by him in the area in a state of good and serviceable repair, and must renew or replace them whenever necessary.

- d) The owners of Lots 86, 96 and 97 must pay all costs incurred by the owners corporation, including legal costs, in or about the making and registration of this by-law.

### **37 Commercial Lots**

An owner or occupier of a lot approved for commercial use by Sydney City Council may not conduct or allow the conduct of a commercial activity within his lot unless he has entered into an agreement with the owners corporation for the proper removal from The Pymont of waste generated in the conduct of the commercial activity within his lot.

### **38 Indemnification by Owner**

The owner of a lot must, after having first been given sixty (60) days to comply, indemnify the owners corporation against any expense incurred by the owners corporation in complying with a provision of a notice, requirement or order served on the owners corporation by a public authority or local council, being a provision that requires the owners corporation to rectify, remedy, alter or otherwise deal with any condition of his lot or the Common Property caused or created by him or an occupier of the lot or by a prior owner or occupier of the lot.

### **39 Rules and Regulations**

The owners corporation may make rules and regulations pursuant to the by-laws for the good governance of The Pymont, rescind or amend those rules and regulations and you must abide by them.

### **40 Electronic Service**

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

### **41 Recovery of Costs**

- 41.1 A Lot owner shall be liable for any costs and expenses reasonably incurred by the owners corporation in association with the recovery of any strata contributions (or interest thereon or both) which are due by the Lot owner and are overdue by more than one month.
- 41.2 For the purposes of this By-Law, "costs and expenses" includes but is not limited to any reasonable charges by a strata managing agent for work associated with recovery of strata contributions and all reasonably incurred legal costs, whether or not incurred in relation to court action.
- 41.3 If a Lot owner does not reimburse the owners corporation for such costs and expenses within one month of them being claimed, then the Lot owner shall be similarly liable for any costs and expenses reasonably incurred in recovering those further costs and expenses as if they were themselves strata contributions, and so on.

41.4 This By-Law shall apply in extension of any entitlement to recovery of expenses claimable under Section 86 of the Act.

## 42 Rooftop Garden

This By-law sets out the rules owners and occupiers must follow if they wish to use the rooftop garden area on the roof of the Building. It is to be read in conjunction with By-law 34 – Special Events.

### 1. Definitions & Interpretation

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

- a) **“Act”** means the *Strata Schemes Management Act 2015*;
  - b) **“Building”** means the building in the strata scheme in which the rooftop garden is located;
  - c) **“common area”** means common property in the strata scheme;
  - d) **“CCTV system”** means an owners corporation owned camera and monitoring system designed to capture activity on the rooftop garden
  - e) **“DA”** means City of Sydney Determination of Development Application D/2020/443 dated 1 September 2020 which impacts the usage of the rooftop garden;
  - f) **“rooftop garden”** means so much of the common area comprising the recreation area on the roof of the Building for use by owners and occupiers in accordance with this by-law and comprising open space areas and furnishings and equipment;
  - g) **“special events date”** means:
    - i. New Year’s Eve,
    - ii. Christmas Eve;
    - iii. Australia Day; and
    - iv. Other dates in the calendar year which may be nominated from time to time by the strata committee subject to City of Sydney approval; and
  - h) **“strata scheme”** means strata scheme 51673 to which this by-law applies.
- 1.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
- a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

- b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- c) words importing the singular number include the plural and vice versa;
- d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law; and
- f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

## **2. Using the rooftop garden – Conditions**

2.1 Owners and occupiers may use the rooftop garden on the following conditions:

- a) Usage must be in compliance with the DA, and owners, occupiers and their invitees must not cause nuisance or disturbance to neighbouring properties;
- b) There must not be more than 60 persons using the rooftop garden at any time;
- c) No owner or occupier can reserve space, partition off an area or seek to occupy the entire rooftop garden for any period;
- d) Usage is permitted between 1000 hours and 2200 hours on any day except where the proposed usage is a special events date; in which case usage hours may be amended at the discretion of the strata committee;
- e) Access to the rooftop garden is available via security fobs programmed to operate Lift 3 in the North Tower of the building to gain access via Level 8 only and available only to resident owners or resident occupiers;
- f) Users all must vacate the rooftop garden by 2200 hours (or amended closing time in the case of a special events date), at which time:
  - i. lighting will automatically be turned off; and
  - ii. fobs for access will not be active until the permitted hour the following morning;
- g) A resident owner or resident occupier may invite a maximum of 4 invitees per apartment to join them on the rooftop garden at any time;
- h) Formal parties or private receptions and decorations or signs are not permitted;

- i) Owners and occupiers must be responsible for the behaviour of their invitees;
- j) Children must be accompanied by an adult exercising effective control whenever on the rooftop garden;
- k) The relevant owner or occupier:
  - i. must not try to move or remove or re-arrange fixed furniture in the rooftop garden;
  - ii. must not damage any fixed furniture or plantings;
- l) Cooking via any means is not permitted on the rooftop garden but prepared food is permitted;
- m) The relevant owner or occupier must ensure rubbish does not blow off or is thrown off the rooftop garden and must remove all their rubbish and personal items from the rooftop garden upon leaving the rooftop garden;
- n) Smoking of any tobacco or non-tobacco product or ignited substance or the use of a vape or consumption of illegal drugs on the rooftop garden is not permitted;
- o) Pets are not permitted on the rooftop garden. Registered assistance animals are permitted when in the company of their owner;
- p) The relevant owner or occupier must not act unlawfully on the rooftop garden nor play (nor permit their invitees to play) any loud music or generate noise which is audible from any lot in the strata scheme or neighbouring buildings;
- q) The relevant owner or occupier remains responsible for their invitees and:
  - i. must ensure they comply with this by-law as far as it may apply to the behaviour of invitees; and
  - ii. must not permit their invitees to occupy or remain on the rooftop garden unless the relevant owner or occupier is present;

### **3. Liability, Security Measures and Indemnity**

#### **3.1 The owners corporation:**

- a) in the interest of safety and security at the strata scheme will maintain and monitor at all times a CCTV system on the rooftop garden; and
- b) has the authority to make decisions concerning the safety of users including closing the rooftop garden from time to time; and
- c) if necessary in the reasonable opinion of the strata committee, may give warning to owners or occupiers who are suspected of using the rooftop garden in contravention of the conditions of this by-law that their access

may be revoked if the contravening behaviour is repeated or further different contraventions occur;

and may delegate the activities contemplated in this clause to its strata committee or building manager.

3.2 Owners and occupiers severally remain liable for:

- a) any wilful damage to or deliberate interference with any personal property of the owners corporation or common property arising out of or in connection with their use of the rooftop garden; and
- b) the owners corporation's excess cleaning costs incurred as a result of their use of the rooftop garden;

and on demand must pay to the owners corporation the costs associated with repairing such damage or excess cleaning;

3.3 Owners and occupiers severally must indemnify the owners corporation against all and any claims, actions, demands or expenses including legal and administrative expenses incurred in relation to:

- a) the relevant owner's or occupier's non-compliance with this by-law;
- b) the exercise of the owners corporation's rights under this by-law; and
- c) enforcement of this by-law.

## 43 Common Property Rights – Works to Lot 117

### DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

**"Building Manager"** is the appointed building manager from time to time for strata plan no. 51673;

**"Consent Form"** means the written consent of the Owner:

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document
  - annexed to this by-law; or
  - attached to the Minutes of the meeting at which this by-law was considered; or
  - otherwise as deemed appropriate from time to time.

“**Lot**” means lot number 117 in strata plan no. 51673;

“**Major Works**” means additions and alterations to the Lot being:

- a. removal of fixed floor tiles and installing waterproofing membrane beneath the new kitchen, bathroom, laundry and ensuite tiled flooring; and
- b. Removal of a non-load bearing nib wall between the kitchen of the lot

AND including all necessary and ancillary work to the common property and Lot arising from these additions and alterations;

“**Minor Renovations**” means activities of a minor nature which affect the Lot and may or may not affect the common property for which only an Ordinary Resolution is required; including:

- a. renovating the kitchen and bathroom, laundry and ensuite including all fixtures and fittings (but excluding installation of waterproof membrane); and
- b. new electrical outlets to accommodate the kitchen and bathroom, laundry and ensuite renovations to the Lot;
- c. if necessary, new plumbing points adjusted for the new kitchen, bathroom, laundry and ensuite fit out; and
- d. installation of a new split system air conditioner including an external component to house the condenser and compressor for the air conditioner system;
- e. installation of new (replacement) wooden floors to all areas of the Lot except the kitchen, bathroom, laundry and ensuite of the Lot; including adhesive acoustic underlay;

including all ancillary work to the common property arising from such Minor Renovations and which does not constitute Major Works as defined in this by-law;

“**Ordinary Resolution**” means a simple majority resolution of the owners corporation of strata plan no. 51673 which will be made at the same general meeting at which this by-law was considered;

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

1.2 Any term used but not defined in this by-law that is not capitalised and appears in the *Strata Schemes Management Act 2015* (Act) has the same meaning here as in the Act, unless the context indicates otherwise;

1.3 Where there is any inconsistency between this by-law and:

By-law 27 – Building Works and Alterations; and/or

By-law 28 – Air Conditioners; and/or

By-law 32 – Floor Coverings

then this by-law is to prevail to the extent of such inconsistency/ies;

Headings are for convenience only;

‘Include’ or ‘including’ is not a word of limitation; and

Singular includes the plural and vice versa.

#### **SCOPE OF THIS BY-LAW – COMMON PROPERTY RIGHTS**

- A. It is intended that the proposed Major Works will be undertaken in conjunction with the Minor Renovations. For clarity, nothing in this by-law affects the Owner’s rights or responsibilities in connection to the Minor Renovations.
- B. On all the following conditions of this by-law, the Owner has a special privilege at her own cost to carry out, keep, maintain, repair and replace the Major Works and so much common property as is necessarily affected by the Major Works.

#### **BEFORE COMMENCING WORK**

- C. Before carrying out Major Works, the Owner must:
  - a. ensure their licensed contractor/s effect and maintain contractors all works insurance, insurance required under the *Home Building Act 1989* as applicable, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000.00 in the joint names of the Owner and the owners corporation;
  - b. deliver to the Building Manager;
    - i. the executed Consent Form;
    - ii. details of tradespersons and contractors and expected duration of the Major Works and Minor Renovations project;
    - iii. proof of current and continuing Home Owners Warranty insurance;
    - iv. any other details the strata committee reasonably requires;
    - v. details of the kitchen waterproofing; and
    - vi. proposed work methods;
  - c. arrange with the Building Manager:
    - i. a nominee who will be responsible for supervising the Major Works and who will be contactable in emergencies at all times;
    - ii. a suitable time and means by which to access the building for both Major Works and Minor Renovations;
    - iii. work hours, work methods and disposal of debris; and



- iv. all other matters likely to affect other occupiers or services.

#### **DURING THE PROJECT**

- D. When carrying out Minor Renovations and the Major Works approved under this by-law, the Owner must:
  - a. use qualified, reputable and appropriately licensed and insured contractors;
  - b. do the work in a timely proper manner and to the strata committee's reasonable satisfaction;
  - c. not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
  - d. not damage or interfere with or alter the integrity of fire rated doors;
  - e. not interfere with any common property door, gate or accessway to the strata scheme;
  - f. not interfere with or disable any security device or system installed anywhere in the common property;
  - g. give 24 hours' notice to other occupiers of:
    - approved hours of jack hammering (noting that it is not permitted before 7.30 a.m. and after 4.00 p.m. on any day); and
    - the expected duration of that activity on each occasion before commencement of that activity;
  - h. in the case of the waterproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing or interference with an existing waterproofing membrane in the strata committee's reasonable opinion), ensure that such work is done to meet or exceed current Australian standard AS/NZS 4858:2004 (or any replacement standard of that);
  - i. in the case of placement of the external componentry of the split system air conditioners, ensure those components are positioned so as not to be visible when viewed from outside the Lot;
  - j. in the case of the new wooden flooring, ensure that the acoustic performance of the installed flooring achieves an acoustical standard equal to the 5-star rating measured by the Association of Australasian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating "AAAC 5 star rating";
  - k. be liable for and immediately repair any damage caused to common property, the Lot, any other lot or the property of any occupier;

- l. apart from jackhammering work, carry out work only between the hours of 7.00 a.m. and 4.00 p.m. from Monday to Friday, (excluding public holidays);
- m. not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Major Works or Minor Renovations on common property;
- n. remove all debris from the common property as soon as possible but at least daily;
- o. ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
- p. not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law; and
- q. comply with all reasonable conditions imposed by the strata committee and Building Manager (acting with delegated authority of the strata committee).

#### **ON COMPLETION OF THE PROJECT**

- E. After carrying out Major Works approved under this by-law, and if the strata committee reasonably requests, the Owner must within 14 days produce written certification from suitably qualified persons acceptable to the strata committee that the Major Works have been inspected after completion and that:
  - i. in respect of waterproofing – they meet or exceed relevant Australian waterproofing standards for such works and that the watertight integrity of the building has not been compromised by these Major Works; and
  - ii. in respect of the removal of the nib wall – they meet or exceed relevant Australian engineering standards for such works and that the structural integrity of the building has not been compromised by these Major Works.
- F. After carrying out the installation of the wooden flooring with acoustic underlay, the Owner must within 14 days produce written certification that the installed wooden floor has been inspected after completion and that it meets the AAAC 5-star rating referred to in clause E. j.

#### **ENDURING OBLIGATIONS**

- G. At all times the Owner must:
  - a. comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
  - b. maintain, repair and replace the Major Works at his or her own cost and as the owners corporation may reasonably require; and
  - c. accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance, deterioration or repair/replacement of the Major Works and

associated actions and be responsible to make good that damage immediately after it has occurred; and

- d. comply with the Act and its Regulations; and
- e. indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, deterioration, repair or replacement of the Major Works and must pay those costs on demand.

#### **ENHANCEMENT OF COMMON PROPERTY**

- H. Where the particular Major Works adds to or alters common property for the purpose of improving or enhancing that common property, the owners corporation specially resolves pursuant to section 108 of the Act that the Owner:
  - a. is specifically authorised to take that action; and
  - b. must maintain the subject common property in accordance with the terms and conditions of this by-law.

#### **COSTS OF THE BY-LAW**

- I. The costs of approved Major Works and of legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.

#### **INSURANCE**

- J. For the purposes of insurance the Major Works and Minor renovations will remain the Owner's fixtures.

#### **REMEDY FOR NON-COMPLIANCE**

- K. If the Owner fails to comply with any obligation of this by-law, the owners corporation may:
  - a. enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
  - b. recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and as a contribution according to section 83 of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the Regulations provide for another rate, that other rate and the interest will form part of that debt; and
  - c. recover from the Owner its costs incurred in all legal or debt collection activities arising from such failure.
- L. For the purpose of clause K.a. above, the Owner expressly consents to the owners corporation or its agents/Building Manager entering the Lot to carry out the necessary work, even if that entry is necessary on more than one occasion.

## 44 Common Property Rights – Works to Lot 132

### DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

“**Building Manager**” is the appointed building manager from time to time for strata plan no. 51673;

“**Consent Form**” means the written consent of the Owner;

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document
  - annexed to this by-law; or
  - attached to the Minutes of the meeting at which this by-law was considered; or
  - otherwise as deemed appropriate from time to time.

“**Lot**” means lot number 132 in strata plan no. 51673;

“**Minor Renovations**” means activities of a minor nature which affect the Lot and may or may not affect the common property for which only an Ordinary Resolution is required; including:

- a. renovating the kitchen and bathroom and ensuite including all fixtures and fittings (but excluding flooring and waterproofing); and
- b. (possibly) new electrical outlets to accommodate the kitchen and bathroom and ensuite renovations to the Lot;

“**Ordinary Resolution**” means a simple majority resolution of the owners corporation of strata plan no. 51673 which will be made at the same general meeting at which this by-law was considered;

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

“**Works**” means additions and alterations to the Lot being:

- a. replacing/installing new floor and wall tiling to the bathroom and ensuite including full waterproofing; and
- b. (if the strata committee reasonably requires) waterproofing to kitchen flooring

AND including all necessary and ancillary work to the common property and Lot arising from these additions and alterations.

- 1.2 Any term used but not defined in this by-law that is not capitalised and appears in the *Strata Schemes Management Act 2015* (Act) has the same meaning here as in the Act, unless the context indicates otherwise;

Headings are for convenience only;

'Include' or 'including' is not a word of limitation; and

Singular includes the plural and vice versa.

#### **SCOPE OF THIS BY-LAW – COMMON PROPERTY RIGHTS**

- A. It is intended that the proposed Works will be undertaken in conjunction with the Minor Renovations. For clarity, nothing in this by-law affects the Owner's rights or responsibilities in connection to the Minor Renovations.
- B. On all the following conditions of this by-law, the Owner has a special privilege at his or her own cost to carry out, keep, maintain, repair and replace the Works and so much common property as is necessarily affected by the Works.

#### **BEFORE COMMENCING WORK**

- C. Before carrying out Works, the Owner must:
- a. ensure their licensed contractor/s effect and maintain contractors all works insurance, insurance required under the *Home Building Act 1989* as applicable, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000.00 in the joint names of the Owner and the owners corporation;
  - b. deliver to the Building Manager;
    - i. the executed Consent Form;
    - ii. details of tradespersons and contractors and expected duration of the Works project;
    - iii. proof of current and continuing Home Owners Warranty insurance;
    - iv. any other details the strata committee reasonably requires;
    - v. details of the kitchen/bathroom/ensuite waterproofing, and
    - vi. proposed work methods;
  - c. arrange with the Building Manager:
    - i. a nominee who will be responsible for supervising the Works and who will be contactable in emergencies at all times;
    - ii. a suitable time and means by which to access the building;

- iii. work hours, work methods and disposal of debris; and
- iv. all other matters likely to affect other occupiers or services.

#### **DURING THE PROJECT**

- D. When carrying out Minor Renovations and the Works approved under this by-law, the Owner must:
- a. use qualified, reputable and appropriately licensed and insured contractors;
  - b. do the work in a timely proper manner and to the strata committee's reasonable satisfaction;
  - c. not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
  - d. not damage or interfere with or alter the integrity of fire rated doors;
  - e. not interfere with any common property door, gate or accessway to the strata scheme;
  - f. not interfere with or disable any security device or system installed anywhere in the common property;
  - g. give 24 hours' notice to other occupiers of:
    - approved hours of jack hammering (noting that it is not permitted before 7.30 a.m. and after 4.00 p.m. on any day); and
    - the expected duration of that activity on each occasion before commencement of that activity;
  - h. in the case of the waterproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing or interference with an existing waterproofing membrane in the strata committee's reasonable opinion), ensure that such work is done to meet or exceed current Australian standard AS/NZ 4858:2004 (or any replacement standard of that);
  - i. be liable for and immediately repair any damage caused to common property, the Lot, any other lot or the property of any occupier;
  - j. apart from jackhammering work, carry out work only between the hours of 7.00 a.m. and 4.00 p.m. from Monday to Friday, (excluding public holidays);
  - k. not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Works on common property;
  - l. remove all debris from the common property as soon as possible but at least daily;

- m. ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
- n. not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law; and
- o. comply with all reasonable conditions imposed by the strata committee and Building Manager (acting with delegated authority of the strata committee).

#### **ON COMPLETION OF THE PROJECT**

- E. After carrying out Works approved under this by-law, and if the strata committee reasonably requests, the Owner must within 14 days produce written certification that the Works have been inspected after completion and that they meet or exceed relevant Australian waterproofing standards for such works and that the watertight integrity of the building has not been compromised by the Works.

#### **ENDURING OBLIGATIONS**

- F. At all times the Owner must:
  - a. comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
  - b. maintain, repair and replace the Works at his or her own cost and as the owners corporation may reasonably require; and
  - c. accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance, deterioration or repair/replacement of the Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
  - d. comply with the Act and its Regulations; and
  - e. indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, deterioration, repair or replacement of the Works and must pay those costs on demand.

#### **ENHANCEMENT OF COMMON PROPERTY**

- G. Where the particular Works adds to or alters common property for the purpose of improving or enhancing that common property, the owners corporation specially resolves pursuant to section 108 of the Act that the Owner:
  - a. is specifically authorised to take that action; and
  - b. must maintain the subject common property in accordance with the terms and conditions of this by-law.

#### **COSTS OF THE BY-LAW**

- H. The costs of approved Works and of legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.

#### **INSURANCE**

- I. For the purposes of insurance the Works will remain the Owner's fixtures.

#### **REMEDY FOR NON-COMPLIANCE**

- J. If the Owner fails to comply with any obligation of this by-law, the owners corporation may:
- a. enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
  - b. recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the Regulations provide for another rate, that other rate and the interest will form part of that debt; and
  - c. recover from the Owner its costs incurred in all legal or debt collection activities arising from such failure.
- K. For the purpose of clause J.a. above, the Owner expressly consents to the owners corporation or its agents/Building Manager entering the Lot to carry out the necessary work.

## **45 Common Property Rights – Works to Lot 127**

#### **DEFINITIONS AND INTERPRETATION**

- 1.1 In this by-law:

**"Building Manager"** is the appointed building manager from time to time for strata plan no. 51673;

**"Consent Form"** means the written consent of the Owner

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document
  - annexed to this by-law; or
  - attached to the Minutes of the meeting at which this by-law was considered; or



- otherwise as deemed appropriate from time to time.

“**Lot**” means lot number 127 in strata plan no. 51673;

“**Minor Renovations**” means activities of a minor nature which affect the Lot and may or may not affect the common property for which only an Ordinary Resolution is required; including:

- a. renovating the kitchen and bathroom and ensuite including all fixtures and fittings (but excluding flooring and waterproofing); and
- b. new electrical outlets to accommodate the kitchen and bathroom and ensuite renovations to the Lot;
- c. new plumbing points adjusted for the new kitchen fit out; and
- d. installation of 3 new split system air conditioners including 2 external components to house the condensers and compressors for the systems;
- e. installation of new floating floors to living and bedrooms of the Lot; including adhesive acoustic underlay;

including all ancillary work to the common property arising from such Minor Renovations and which does not constitute Works as defined in this by-law;

“**Ordinary Resolution**” means a simple majority resolution of the owners corporation of strata plan no. 51673 which will be made at the same general meeting at which this by-law was considered;

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

“**Works**” means additions and alterations to the Lot being removal of fixed floor tiles and installing waterproofing membrane to new kitchen flooring;

AND including all necessary and ancillary work to the common property and Lot arising from these additions and alterations.

- 1.2 Any term used but not defined in this by-law that is not capitalised and appears in the *Strata Schemes Management Act 2015* (Act) has the same meaning here as in the Act, unless the context indicates otherwise;

Headings are for convenience only;

‘Include’ or ‘including’ is not a word of limitation; and

Singular includes the plural and vice versa.

#### **SCOPE OF THIS BY-LAW – COMMON PROPERTY RIGHTS**

2. It is intended that the proposed Works will be undertaken in conjunction with the Minor Renovations. For clarity, nothing in this by-law affects the Owner’s rights or responsibilities in connection to the Minor Renovations.

3. On all the following conditions of this by-law, the Owner has a special privilege at his or her own cost to carry out, keep, maintain, repair and replace the Works and so much common property as is necessarily affected by the Works.

#### **BEFORE COMMENCING WORK**

4. Before carrying out Works, the Owner must:
  - a. ensure their licensed contractor/s effect and maintain contractors all works insurance, insurance required under the *Home Building Act 1989* as applicable, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000.00 in the joint names of the Owner and the owners corporation;
  - b. deliver to the Building Manager;
    - i. the executed Consent Form;
    - ii. details of tradespersons and contractors and expected duration of the Works project;
    - iii. proof of current and continuing Home Owners Warranty insurance;
    - iv. any other details the strata committee reasonably requires;
    - v. details of the kitchen/bathroom /ensuite waterproofing (noting this has already been received), and
    - vi. proposed work methods;
  - c. arrange with the Building Manager:
    - i. a nominee who will be responsible for supervising the Works and who will be contactable in emergencies at all times;
    - ii. a suitable time and means by which to access the building;
    - iii. work hours, work methods and disposal of debris; and
    - iv. all other matters likely to affect other occupiers or services.

#### **DURING THE PROJECT**

5. When carrying out Minor Renovations and the Works approved under this by-law, the Owner must:
  - a. use qualified, reputable and appropriately licensed and insured contractors;
  - b. do the work in a timely proper manner and to the strata committee's reasonable satisfaction;
  - c. not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;

- d. not damage or interfere with or alter the integrity of fire rated doors;
- e. not interfere with any common property door, gate or accessway to the strata scheme;
- f. not interfere with or disable any security device or system installed anywhere in the common property;
- g. give 24 hours' notice to other occupiers of:
  - approved hours of jack hammering (noting that it is not permitted before 7.30 a.m. and after 4.00 p.m. on any day); and
  - the expected duration of that activity on each occasion before commencement of that activity;
- h. in the case of the waterproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing or interference with an existing waterproofing membrane in the strata committee's reasonable opinion), ensure that such work is done to meet or exceed current Australian standard AS/NZS 4858:2004 (or any replacement standard of that);
- i. in the case of placement of the external componentry of the split system air conditioners, ensure those components are positioned so as not to be visible when viewed from outside the Lot;
- j. in the case of the floating flooring, ensure that the acoustic performance of the installed flooring achieves an acoustical standard equal to the 5 star rating measured by the Association of Australasian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating "AAAC 5 star rating";
- k. be liable for and immediately repair any damage caused to common property, the Lot, any other lot or the property of any occupier;
- l. apart from jackhammering work, carry out work only between the hours of 7.00 a.m. and 4.00 p.m. from Monday to Friday, (excluding public holidays);
- m. not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Works on common property;
- n. remove all debris from the common property as soon as possible but at least daily;
- o. ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
- p. not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law; and

- q. comply with all reasonable conditions imposed by the strata committee and Building Manager (acting with delegated authority of the strata committee).

#### **ON COMPLETION OF THE PROJECT**

- 6. After carrying out Works approved under this by-law, and if the strata committee reasonably requests, the Owner must within 14 days produce written certification that the Works have been inspected after completion and that they meet or exceed relevant Australian waterproofing standards for such works and that the watertight integrity of the building has not been compromised by the Works.
- 7. After carrying out the installation of the floating flooring with acoustic underlay, the Owner must within 14 days produce written certification that the floating floor has been inspected after completion and that it meets the AAAC 5-star rating.

#### **ENDURING OBLIGATIONS**

- 8. At all times the Owner must:
  - a. comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
  - b. maintain, repair and replace the Works at his or her own cost and as the owners corporation may reasonably require; and
  - c. accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance, deterioration or repair/replacement of the Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
  - d. comply with the Act and its Regulations; and
  - e. indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, deterioration, repair or replacement of the Works and must pay those costs on demand.

#### **ENHANCEMENT OF COMMON PROPERTY**

- 9. Where the particular Works adds to or alters common property for the purpose of improving or enhancing that common property, the owners corporation specially resolves pursuant to section 108 of the Act that the Owner:
  - a. is specifically authorised to take that action; and
  - b. must maintain the subject common property in accordance with the terms and conditions of this by-law.

#### **COSTS OF THE BY-LAW**

- 10. The costs of approved Works and of legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.

## INSURANCE

11. For the purposes of insurance the Works will remain the Owner's fixtures.

## REMEDY FOR NON-COMPLIANCE

12. If the Owner fails to comply with any obligation of this by-law, the owners corporation may:
- a. enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
  - b. recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the Regulations provide for another rate, that other rate and the interest will form part of that debt; and
  - c. recover from the Owner its costs incurred in all legal or debt collection activities arising from such failure.
13. For the purpose of clause 12.a. above, the Owner expressly consents to the owners corporation or its agents/Building Manager entering the Lot to carry out the necessary work.

## 46 Common Property Rights – Works to Lot 56

### DEFINITIONS AND INTERPRETATION

- 1.1 In this by-law

**"Building Manager"** is the appointed building manager from time to time for strata plan no. 51673;

**"Consent Form"** means the written consent of the Owner:

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document
  - annexed to this by-law; or
  - attached to the Minutes of the meeting at which this by-law was considered; or
  - otherwise as deemed appropriate from time to time.

**"Lot"** means lot number 56 in strata plan no. 51673;

**“Major Works”** means additions and alterations to the Lot being removal and replacement of fixed floor tiles and installing waterproofing membrane beneath the new bathrooms’ flooring (and kitchen, if required);

AND including all necessary and ancillary work to the common property and Lot arising from these additions and alterations;

**“Minor Renovations”** means activities of a minor nature which affect the Lot and may or may not affect the common property for which only an Ordinary Resolution is required; including:

- a. renovating the kitchen and bathrooms, including all fixtures and fittings (but excluding installation of waterproofing membrane/s); and
- b. new and upgraded electrical outlets to accommodate the kitchen and bathroom renovations to the Lot;
- c. if necessary, new plumbing points adjusted for the new kitchen and/or bathrooms fit outs; and
- d. installation of new hybrid floors to the living area and kitchen of the Lot; including adhesive acoustic underlay; and
- e. joinery work throughout the Lot

including all ancillary work to the common property arising from such Minor Renovations and which does not constitute Major Works as defined in this by-law;

**“Ordinary Resolution”** means a simple majority resolution of the owners corporation of strata plan no. 51673 which will be made at the same general meeting at which this by-law was considered;

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

- 1.2 Any term used but not defined in this by-law that is not capitalised and appears in the *Strata Schemes Management Act 2015* (Act) has the same meaning here as in the Act, unless the context indicates otherwise;

Where there is any inconsistency between this by-law and:

By-law 27 – Building Works and Alterations; and/or

By-law 32 – Floor Coverings

then this by-law is to prevail to the extent of such inconsistency/ies;

Headings are for convenience only;

‘Include’ or ‘including’ is not a word of limitation; and

Singular includes the plural and vice versa.

#### **SCOPE OF THIS BY-LAW – COMMON PROPERTY RIGHTS**

- A. It is intended that the proposed Major Works will be undertaken in conjunction with the Minor Renovations. For clarity, nothing in this by-law affects the Owner's rights or responsibilities in connection to the Minor Renovations.
- B. On all the following conditions of this by-law, the Owner has a special privilege at its own cost to carry out, keep, maintain, repair and replace the Major Works and so much common property as is necessarily affected by the Major Works.

#### **BEFORE COMMENCING WORK**

- C. Before carrying out Major Works, the Owner must:
  - a. ensure their licensed contractor/s effect and maintain contractors all works insurance, insurance required under the *Home Building Act 1989* as applicable, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000.00 in the joint names of the Owner and the owners corporation;
  - b. deliver to the Building Manager;
    - i. the executed Consent Form;
    - ii. details of tradespersons and contractors and expected duration of the Major Works and Minor Renovations project;
    - iii. proof of current and continuing Home Owners Warranty insurance;
    - iv. any other details the strata committee reasonably requires;
    - v. details of the proposed waterproofing; and
    - vi. proposed work methods;
  - c. arrange with the Building Manager:
    - i. a nominee who will be responsible for supervising the Major Works and who will be contactable in emergencies at all times;
    - ii. a suitable time and means by which to access the building for both Major Works and Minor Renovations;
    - iii. work hours, work methods and disposal of debris; and
    - iv. all other matters likely to affect other occupiers or services.

#### **DURING THE PROJECT**

- D. When carrying out Minor Renovations and the Major Works approved under this by-law, the Owner must:
  - a. use qualified, reputable and appropriately licensed and insured contractors;

- b. do the work in a timely proper manner and to the strata committee's reasonable satisfaction;
- c. not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
- d. not damage or interfere with or alter the integrity of fire rated doors;
- e. not interfere with any common property door, gate or accessway to the strata scheme;
- f. not interfere with or disable any security device or system installed anywhere in the common property;
- g. give 24 hours' notice to other occupiers of:
  - approved hours of jack hammering (noting that it is not permitted before 7.30 a.m. and after 4.00 p.m. on any day); and
  - the expected duration of that activity on each occasion before commencement of that activity;
- h. in the case of the waterproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing or interference with an existing waterproofing membrane in the strata committee's reasonable opinion), ensure that such work is done to meet or exceed current Australian standard AS/NZS 4858:2004 (or any replacement standard of that);
- i. in the case of the new hybrid flooring, ensure that the acoustic performance of the installed flooring achieves an acoustical standard equal to the 5 star rating measured by the Association of Australasian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating "AAAC 5 star rating";
- j. be liable for and immediately repair any damage caused to common property, the Lot, any other lot or the property of any occupier;
- k. apart from jackhammering work, carry out work only between the hours of 7.00 a.m. and 4.00 p.m. from Monday to Friday, (excluding public holidays);
- l. not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Major Works or Minor Renovations on common property;
- m. remove all debris from the common property as soon as possible but at least daily;
- n. ensure that no existing fire safety devices are damaged, rendered ineffective or removed;



- o. not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law; and
- p. comply with all reasonable conditions imposed by the strata committee and Building Manager (acting with delegated authority of the strata committee).

#### **ON COMPLETION OF THE PROJECT**

- E. After carrying out Major Works approved under this by-law, and if the strata committee reasonably requests, the Owner must within 14 days produce written certification from suitably qualified persons acceptable to the strata committee that the Major Works have been inspected after completion and that in respect of waterproofing - they meet or exceed relevant Australian waterproofing standards for such works and that the watertight integrity of the building has not been compromised by these Major Works; and
- F. After carrying out the installation of the hybrid flooring with acoustic underlay, the Owner must within 14 days produce written certification that the installed hybrid floor has been inspected after completion and that it meets the AAAC 5 star rating referred to in clause D. i.

#### **ENDURING OBLIGATIONS**

- G. At all times the Owner must:
  - a. comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
  - b. maintain, repair and replace the Major Works at its own cost and as the owners corporation may reasonably require; and
  - c. accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance, deterioration or repair/replacement of the Major Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
  - d. comply with the Act and its Regulations; and
  - e. indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, deterioration, repair or replacement of the Major Works and must pay those costs on demand.

#### **ENHANCEMENT OF COMMON PROPERTY**

- H. Where the particular Major Works adds to or alters common property for the purpose of improving or enhancing that common property, the owners corporation specially resolves pursuant to section 108 of the Act that the Owner:
  - a. is specifically authorised to take that action; and

- b. must maintain the subject common property in accordance with the terms and conditions of this by-law.

#### **COSTS OF THE BY-LAW**

- I. The costs of approved Major Works and of legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.

#### **INSURANCE**

- J. For the purposes of insurance the Major Works and Minor Renovations will remain the Owner's fixtures.

#### **REMEDY FOR NON-COMPLIANCE**

- K. If the Owner fails to comply with any obligation of this by-law, the owners corporation may:
  - a. enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
  - b. recover the costs of carrying out that work from the Owner as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the Regulations provide for another rate, that other rate and the interest will form part of that debt; and
  - c. recover from the Owner its costs incurred in all legal or debt collection activities arising from such failure.
- L. For the purpose of clause K.a. above, the Owner expressly consents to the owners corporation or its agents/Building Manager entering the Lot to carry out the necessary work, even if that entry is necessary on more than one occasion.

## **47 Common Property Rights – Works to Lot 12**

#### **DEFINITIONS AND INTERPRETATION**

- 1.1 In this by-law

**"Building Manager"** is the appointed building manager from time to time for strata plan no. 51673;

**"Consent Form"** means the written consent of the Owner:

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document
  - annexed to this by-law; or

- attached to the Minutes of the meeting at which this by-law was considered; or
- otherwise as deemed appropriate from time to time.

“**Lot**” means lot number 12 in strata plan no. 51673;

“**Major Works**” means additions and alterations to the Lot being removal of fixed floor tiles and installation of waterproofing membrane:

- i. to the kitchen – before replacement of tiles to the area; and
- ii. to the bathroom - before installing the new water-resistant engineered flooring including adhesive acoustic underlay

AND including all necessary and ancillary work to the common property and Lot arising from these additions and alterations.

“**Minor Renovations**” means activities of a minor nature which affect the Lot and may or may not affect the common property for which only an Ordinary Resolution is required; including:

- i. renovating the kitchen and bathroom including all fixtures and fittings (but excluding waterproofing); and
- ii. new electrical outlets to accommodate the kitchen and bathroom renovations to the Lot;
- iii. new plumbing points (if necessary) adjusted for the new kitchen fit out; and
- iv. installation of new water-resistant engineered flooring including adhesive acoustic underlay to all areas of the Lot except the kitchen but excluding waterproofing which is the subject of Major Works as defined in this by-law;

including all ancillary work to the common property arising from such Minor Renovations and which does not constitute Major Works as defined in this by-law;

“**Ordinary Resolution**” means a simple majority resolution of the owners corporation of strata plan no. 51673 which will be made at the same general meeting at which this by-law was considered;

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

- 1.2 Any term used but not defined in this by-law that is not capitalised and appears in the *Strata Schemes Management Act 2015* (Act) has the same meaning here as in the Act, unless the context indicates otherwise;

Headings are for convenience only;

‘Include’ or ‘including’ is not a word of limitation; and

Singular includes the plural and vice versa.

### SCOPE OF THIS BY-LAW – COMMON PROPERTY RIGHTS

3. It is intended that the proposed Major Works will be undertaken in conjunction with the Minor Renovations. For clarity, nothing in this by-law affects the Owner's rights or responsibilities in connection to the Minor Renovations.
4. On all the following conditions of this by-law, the Owner:
  - i. has a special privilege at his or her own cost to carry out, keep, maintain, repair and replace the Major Works and so much common property as is necessarily affected by the Major Works; and
  - ii. exclusive use of the common property necessarily affected by the Major Works.

### BEFORE COMMENCING WORK

5. Before carrying out Major Works, the Owner must:
  - i. ensure their licensed contractor/s effect and maintain contractors all works insurance, insurance required under the *Home Building Act 1989* as applicable, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000.00 in the joint names of the Owner and the owners corporation;
  - ii. deliver to the Building Manager;
    - a. the executed Consent Form;
    - b. details of tradespersons and contractors and expected duration of the Major Works project;
    - c. proof of current and continuing Home Owners Warranty insurance (if applicable);
    - d. any other details the strata committee reasonably requires;
    - e. details of the kitchen/bathroom waterproofing (noting this may have already been supplied), and
    - f. proposed work methods;
  - iii. arrange with the Building Manager:
    - a. a nominee who will be responsible for supervising the Works and who will be contactable in emergencies at all times;
    - b. a suitable time and means by which to access the building;
    - c. work hours, work methods and disposal of debris; and
    - d. all other matters likely to affect other occupiers or services.

## DURING THE PROJECT

5. When carrying out Minor Renovations and the Major Works approved under this by-law, the Owner must:
- i. use qualified, reputable and appropriately licensed and insured contractors;
  - ii. do the work in a timely proper manner and to the strata committee's reasonable satisfaction;
  - iii. not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned on common property;
  - iv. not damage or interfere with or alter the integrity of fire rated doors;
  - v. not interfere with any common property door, gate or accessway to the strata scheme;
  - vi. not interfere with or disable any security device or system installed anywhere in the common property;
  - vii. give 24 hours' notice to other occupiers of:
    - approved hours of jack hammering (noting that it is not permitted before 7.30 a.m. and after 4.00 p.m. on any day); and
    - the expected duration of that activity on each occasion before commencement of that activity;
  - viii. in the case of the waterproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing or interference with an existing waterproofing membrane in the strata committee's reasonable opinion), ensure that such work is done to meet or exceed current Australian standard AS/NZS 4858:2004 (or any replacement standard of that);
  - ix. in the case of the engineered flooring, ensure that the acoustic performance of the installed flooring achieves an acoustical standard equal to the 5 star rating measured by the Association of Australasian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating "AAAC 5 star rating";
  - x. be liable for and immediately repair any damage caused to common property, the Lot, any other lot or the property of any occupier;
  - xi. apart from jackhammering work, carry out work only between the hours of 7.30 a.m. and 4.00 p.m. from Monday to Friday, (excluding public holidays);
  - xii. not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Major Works on common property;

- xiii. remove all debris from the common property as soon as possible but at least daily;
- xiv. ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
- xv. not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law; and
- xvi. comply with all reasonable conditions imposed by the strata committee and Building Manager (acting with delegated authority of the strata committee).

#### **ON COMPLETION OF THE PROJECT**

- 6. After carrying out Major Works approved under this by-law, and if the strata committee reasonably requests, the Owner must within 14 days produce written certification that the Major Works have been inspected after completion and that they meet or exceed relevant Australian waterproofing standards for such works and that the watertight integrity of the building has not been compromised by the Major Works.
- 7. After carrying out the installation of the engineered flooring with acoustic underlay, the Owner must within 14 days produce written certification that the engineered flooring has been inspected after completion and that it meets the AAAC 5-star rating.

#### **ENDURING OBLIGATIONS**

- 8. At all times the Owner must:
  - i. comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
  - ii. maintain, repair and replace the Major Works at his or her own cost and as the owners corporation may reasonably require; and
  - iii. accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance, deterioration, repair or replacement of the Major Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
  - iv. comply with the Act and its Regulations; and
  - v. indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, deterioration, repair or replacement of the Major Works and must pay those costs on demand.

#### ENHANCEMENT OF COMMON PROPERTY

9. Where the particular Major Works adds to or alters common property for the purpose of improving or enhancing that common property, the owners corporation specially resolves pursuant to section 108 of the Act that the Owner:
- i. is specifically authorised to take that action; and
  - ii. must maintain the subject common property in accordance with the terms and conditions of this by-law.

#### COSTS OF THE BY-LAW

10. The costs of approved Major Works and of legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.

#### INSURANCE

11. For the purposes of insurance the Major Works will remain the Owner's fixtures.

#### REMEDY FOR NON-COMPLIANCE

12. If the Owner fails to comply with any obligation of this by-law, the owners corporation may:
- i. enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
  - ii. seek recovery of the costs of carrying out that work from the Owner
  - iii. seek to recover from the Owner its costs incurred in all legal or debt collection activities arising from such failure.

For the purpose of clause 12.i. above, the Owner expressly consents to the owners corporation or its agents/Building Manager entering the Lot to carry out the necessary work and - if necessary - on repeated occasions.

## 48 Common Property Rights – Works to Lot 114 (added 24 October 2023)

#### DEFINITIONS AND INTERPRETATION

- 1.1 In this by-law:

**"Building Manager"** is the appointed building manager from time to time for strata plan no. 51673;

**"Consent Form"** means the written consent of the Owner;

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and

- iii. which is in the form of document
- annexed to this by-law; or
  - attached to the Minutes of the meeting at which this by-law was considered; or
  - otherwise as deemed appropriate from time to time.

“**Lot**” means lot number 114 in strata plan no. 51673;

“**Minor Renovations**” means activities of a minor nature which affect the Lot and may or may not affect the common property for which only an Ordinary Resolution is required; including:

- a. renovating the kitchen and bathroom and ensuite including all fixtures and fittings (but excluding installation of waterproof membrane); and
- b. new electrical outlets to accommodate the kitchen and bathroom and ensuite renovations to the Lot;
- c. new plumbing points and gas connections adjusted for the new kitchen fit out; and
- d. installation of a new split system air conditioner including external component to house the condenser and compressor for the system;
- e. installation of new laminate floor to living, kitchen and bedrooms of the Lot: including adhesive acoustic underlay;

better described in the Quotation AND including all ancillary work to the common property arising from such Minor Renovations and which does not constitute Works as defined in this by-law;

“**Ordinary Resolution**” means a simple majority resolution of the owners corporation of strata plan no. 51673 which will be made at the same general meeting at which this by-law was considered;

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

“**Works**” means additions and alterations to the Lot being:

“**Quotation**” means the quotation from DSQ Construction Pty Ltd dated 28/3/2022 which:

- a. describes the scope of works including the Works and Minor Renovations; and
- b. a copy of which is attached to the Agenda of the meeting at which this by-law was considered;



“Works” means additions and alterations to the Lot being removal of flooring and tiling in kitchen and bathrooms and installing waterproofing membranes to the wet areas as described in the Quotation:

AND including all necessary and ancillary work to the common property and Lot arising from these additions and alterations.

- 1.2 Any term used but not defined in this by-law that is not capitalised and appears in the *Strata Schemes Management Act 2015* (Act) has the same meaning here as in the Act, unless the context indicates otherwise;

Headings are for convenience only;

‘Include’ or ‘including’ is not a word of limitation; and

Singular includes the plural and vice versa.

#### **SCOPE OF THIS BY-LAW – COMMON PROPERTY RIGHTS**

- A. It is intended that the proposed Works will be undertaken in conjunction with the Minor Renovations. For clarity, nothing in this by-law affects the Owner’s rights or responsibilities in connection to the Minor Renovations.
- B. On all the following conditions of this by-law, the Owner has a special privilege at his or her own cost to carry out, keep, maintain, repair and replace the Works and so much common property as is necessarily affected by the Works.

#### **BEFORE COMMENCING WORK**

- C. Before carrying out Works, the Owner must:
- a. ensure their licensed contractor/s effect and maintain contractors all works insurance, insurance required under the *Home Building Act 1989* as applicable, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000.00 in the joint names of the Owner and the owners corporation;
  - b. deliver to the Building Manager:
    - i. the executed Consent Form;
    - ii. details of tradespersons and contractors and expected duration of the Works and Minor Renovations project;
    - iii. proof of current and continuing Home Owners Warranty insurance;
    - iv. any other details the strata committee reasonably requires;
    - v. details of the kitchen waterproofing, and
    - vi. proposed work methods;
  - c. arrange with the Building Manager:

- i. a nominee who will be responsible for supervising the Works and who will be contactable in emergencies at all times;
- ii. a suitable time and means by which to access the building;
- iii. work hours, work methods and disposal of debris; and
- iv. all other matters likely to affect other occupiers or services.

#### **DURING THE PROJECT**

- D. When carrying out Minor Renovations and the Works approved under this by-law, the Owner must:
- a. use qualified, reputable and appropriately licensed and insured contractors;
  - b. do the work in a timely proper manner and to the strata committee's reasonable satisfaction;
  - c. not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
  - d. not damage or interfere with or alter the integrity of fire rated doors;
  - e. not interfere with any common property door, gate or accessway to the strata scheme;
  - f. not interfere with or disable any security device or system installed anywhere in the common property;
  - g. give 24 hours' notice to other occupiers of:
    - approved hours of jack hammering (noting that it is not permitted before 7.30 a.m. and after 4.00 p.m. on any day); and
    - the expected duration of that activity on each occasion before commencement of that activity;
  - h. in the case of the waterproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing or interference with an existing waterproofing membrane in the strata committee's reasonable opinion), ensure that such work is done to meet or exceed current Australian standard AS/NZS 4858:2004 (or any replacement standard of that);
  - i. in the case of placement of the external componentry of the split system air conditioner, ensure those components are positioned so as not to be visible when viewed from outside the Lot;
  - j. in the case of the laminate flooring, ensure that the acoustic performance of the installed flooring achieves an acoustical standard equal to the 5-star rating measured by the Association of Australasian Acoustical Consultants

Guideline for Apartment and Townhouse Acoustic Rating “AAAC 5-star rating”;

- k. be liable for and immediately repair any damage caused to common property, the Lot, any other lot or the property of any occupier;
- j. apart from jackhammering work, carry out work only between the hours of 7.00 a.m. and 4.00 p.m. from Monday to Friday, (excluding public holidays);
- k. not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Works on common property;
- l. remove all debris from the common property as soon as possible but at least daily;
- m. ensure that no existing fire safety devices are damaged, rendered ineffective or removed;
- n. not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law; and
- o. comply with all reasonable conditions imposed by the strata committee and Building Manager (acting with delegated authority of the strata committee).

#### **ON COMPLETION OF THE PROJECT**

- E. After carrying out Works approved under this by-law, and if the strata committee reasonably requests, the Owner must within 14 days produce written certification that the Works have been inspected after completion and that they meet or exceed relevant Australian waterproofing standards for such works and that the watertight integrity of the building has not been compromised by the Works.
- F. After carrying out the installation of the floating flooring with acoustic underlay, the Owner must within 14 days produce written certification that the floating floor has been inspected after completion and that it meets the AAAC 5-star rating.

#### **ENDURING OBLIGATIONS**

- G. At all times the Owner must:
  - a. comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
  - b. maintain, repair and replace the Works at her own cost and as the owners corporation may reasonably require; and
  - c. accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance, deterioration or repair/replacement of the Works and associated actions and be responsible to make good that damage immediately after it has occurred; and

- d. comply with the Act and its Regulations; and
- e. indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, deterioration, repair or replacement of the Works and must pay those costs on demand.

#### **ENHANCEMENT OF COMMON PROPERTY**

- H. Where the particular Works adds to or alters common property for the purpose of improving or enhancing that common property, the owners corporation specially resolves pursuant to section 108 of the Act that the Owner:
  - a. is specifically authorised to take that action; and
  - b. must maintain the subject common property in accordance with the terms and conditions of this by-law.

#### **COSTS OF THE BY-LAW**

- I. The costs of approved Works and of legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.

#### **INSURANCE**

- J. For the purposes of insurance the Works will remain the Owner's fixtures.

#### **REMEDY FOR NON-COMPLIANCE**

- K. If the Owner fails to comply with any obligation of this by-law, the owners corporation may:
  - a. enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
  - b. recover the costs of carrying out that work from the Owner as a debt,
  - c. recover from the Owner its costs incurred in all legal or debt collection activities arising from such failure.
- L. For the purpose of clause K.a. above, the Owner expressly consents to the owners corporation or its agents/Building Manager entering the Lot to carry out the necessary work.

### **49 Common Property Rights – Works to Lot 148 (added 24 October 2023)**

#### **DEFINITIONS AND INTERPRETATION**

- 1.1 In this by-law

“**Building Manager**” is the appointed building manager from time to time for strata plan no. 51673;

**“Consent Form”** means the written consent of the Owner:

- i. agreeing to assume the relevant obligations in this by-law before the grant of special privileges in this by-law can be conferred; and
- ii. which is a pre-requisite to the operation of this by-law; and
- iii. which is in the form of document
  - annexed to this by-law; or
  - attached to the Minutes of the meeting at which this by-law was considered; or
  - otherwise as deemed appropriate from time to time.

**“Lot”** means lot number 148 in strata plan no. 51673;

**“Minor Renovations”** means activities of a minor nature which affect the Lot and may or may not affect the common property for which only an Ordinary Resolution is required; including:

- a. renovating the bathrooms including all fixtures and fittings (but excluding installation of waterproof membrane); and
- b. new electrical outlets to accommodate the bathrooms’ renovations to the Lot;
- c. new plumbing points adjusted for the new bathrooms (if necessary); and

better described in the Quotation AND including all ancillary work to the common property arising from such Minor Renovations and which does not constitute Works as defined in this by-law;

**“Ordinary Resolution”** means a simple majority resolution of the owners corporation of strata plan no. 51673 which will be made at the same general meeting at which this by-law was considered;

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

**“Quotation”** means the quotation from Bathroom Delights - undated, from “Thomas” which:

- a. describes the scope of works including the Works and Minor Renovations; and
- b. a copy of which is attached to the Agenda of the meeting at which this by-law was considered;

**“Works”** means additions and alterations to the Lot being removal of flooring and tiling in the bathrooms and installing waterproofing membranes to the wet areas as described in the Quotation; AND including all necessary and ancillary work to the common property and Lot arising from these additions and alterations.

- 1.2 Any term used but not defined in this by-law that is not capitalised and appears in the *Strata Schemes Management Act 2015* (Act) has the same meaning here as in the Act, unless the context indicates otherwise;

Headings are for convenience only;

'Include' or 'including' is not a word of limitation; and

Singular includes the plural and vice versa.

#### **SCOPE OF THIS BY-LAW – COMMON PROPERTY RIGHTS**

- A. It is intended that the proposed Works will be undertaken in conjunction with the Minor Renovations. For clarity, nothing in this by-law affects the Owner's rights or responsibilities in connection to the Minor Renovations.
- B. On all the following conditions of this by-law, the Owner has a special privilege at her own cost to carry out, keep, maintain, repair and replace the Works and so much common property as is necessarily affected by the Works.

#### **BEFORE COMMENCING WORK**

- C. Before carrying out Works, the Owner must:
- a. ensure their licensed contractor/s effect and maintain contractors all works insurance, insurance required under the *Home Building Act 1989* as applicable, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000.00 in the joint names of the Owner and the owners corporation;
  - b. deliver to the Building Manager:
    - i. the executed Consent Form;
    - ii. details of tradespersons and contractors and expected duration of the Works and Minor Renovations project;
    - iii. proof of current and continuing Home Owners Warranty insurance;
    - iv. any other details the strata committee reasonably requires;
    - v. proposed work methods;
  - c. arrange with the Building Manager:
    - i. a nominee who will be responsible for supervising the Works and who will be contactable in emergencies at all times;
    - ii. a suitable time and means by which to access the building;
    - iii. work hours, work methods and disposal of debris; and
    - iv. all other matters likely to affect other occupiers or services.

#### DURING THE PROJECT

- D. When carrying out the Works approved under this by law, the Owner must:
- a. use qualified, reputable and appropriately licensed and insured contractors;
  - b. do the work in a timely proper manner and to the strata committee's reasonable satisfaction;
  - c. not damage service lines or pipes or interrupt services to the strata scheme and ensure no building waste of any kind is flushed down drains and that no tools are cleaned in the Lot or on common property;
  - d. not damage or interfere with or alter the integrity of fire rated doors;
  - e. not interfere with any common property door, gate or accessway to the strata scheme;
  - f. not interfere with or disable any security device or system installed anywhere in the common property;
  - g. give 24 hours' notice to other occupiers of:
    - approved hours of jack hammering (noting that it is not permitted before 7.30 a.m. and after 4.00 p.m. on any day); and
    - the expected duration of that activity on each occasion before commencement of that activity;
  - h. in the case of the waterproofing or interference with an existing waterproofing membrane (or which should affect or include waterproofing or interference with an existing waterproofing membrane in the strata committee's reasonable opinion), ensure that such work is done to meet or exceed current Australian standard AS/NZS 4858:2004 (or any replacement standard of that);
  - i. be liable for and immediately repair any damage caused to common property, the Lot, any other lot or the property of any occupier;
  - j. apart from jackhammering work, carry out work only between the hours of 7.00 a.m. and 4.00 p.m. from Monday to Friday, (excluding public holidays);
  - k. not store any material on the common property nor conduct any preparation, cutting or painting work associated with the Works on common property;
  - l. remove all debris from the common property as soon as possible but at least daily;
  - m. ensure that no existing fire safety devices are damaged, rendered ineffective or removed;

- n. not permit any advertising or identification signage of the contractors to be erected on the parcel except as is required by law; and
- o. comply with all reasonable conditions imposed by the strata committee and Building Manager (acting with delegated authority of the strata committee).

#### **ON COMPLETION OF THE PROJECT**

- E. After carrying out Works approved under this by-law, and if the strata committee reasonably requests, the Owner must within 14 days produce written certification that the Works have been inspected after completion and that they meet or exceed relevant Australian waterproofing standards for such works and that the watertight integrity of the building has not been compromised by the Works.

#### **ENDURING OBLIGATIONS**

- F. At all times the Owner must:
  - a. comply with all other by-laws in force for the strata scheme which may apply to the activities contemplated in this by-law; and
  - b. maintain, repair and replace the Works at her own cost and as the owners corporation may reasonably require; and
  - c. accept liability for damage caused to any Lot or common property or personal property in the strata scheme as a result of the performance, maintenance, deterioration or repair/replacement of the Works and associated actions and be responsible to make good that damage immediately after it has occurred; and
  - d. comply with the Act and its Regulations; and
  - e. indemnify the owners corporation from all claims, loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, deterioration, repair or replacement of the Works and must pay those costs on demand.

#### **ENHANCEMENT OF COMMON PROPERTY**

- G. Where the particular Works adds to or alters common property for the purpose of improving or enhancing that common property, the owners corporation specially resolves pursuant to section 108 of the Act that the Owner:
  - a. is specifically authorised to take that action; and
  - b. must maintain the subject common property in accordance with the terms and conditions of this by-law.

#### **COSTS OF THE BY-LAW**

- H. The costs of approved Works and of legal costs of this by-law and compliance with this by-law are the Owner's sole responsibility.



**INSURANCE**

- I. For the purposes of insurance the Works will remain the Owner's fixtures.

**REMEDY FOR NON-COMPLIANCE**

- J. If the Owner fails to comply with any obligation of this by-law, the owners corporation may:
  - a. enter any part of the building or onto the parcel to carry out the necessary work to perform the obligation; and
  - b. recover the costs of carrying out that work from the Owner as a debt,
  - c. recover from the Owner its costs incurred in all legal or debt collection activities arising from such failure.
- K. For the purpose of clause J.a. above, the Owner expressly consents to the owners corporation or its agents/Building Manager entering the Lot to carry out the necessary work.

This is page 72 of a total of 72 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 51673 was affixed on the 20<sup>th</sup> day of November 2023 in the presence of:

Authority: Licensed Strata Manager

Signature: [Signature]

Name: Michael Price



Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

### Approved Form 23

#### Attestation

The seal of The Owners - Strata Plan No 51673 was affixed on ^ 28<sup>th</sup> November 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Michael Price Authority: Licensed Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

