

Lodger Details

Lodger Code 505858Q
Name KERIN BENSON LAWYERS PTY LTD
Address SE 9.02, 46 MARKET ST
SYDNEY 2000
Lodger Box 1W
Email ALLISON@KERINBENSONLAWYERS.COM.AU
Reference 006511

Land Registry Document Identification

AT346587

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP10981	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP10981
Other legal entity

Meeting Date

21/07/2023

Added by-law No.

Details SPECIAL BY-LAW 20

Amended by-law No.

Details N/A

Repealed by-law No.

Details N/A

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. SP10981

Signer Name ASHLEY HOWARD

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 11/08/2023

Oct

Annexure "A"
STRATA PLAN 10981

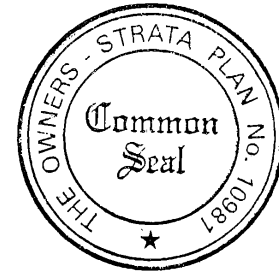


TABLE OF CONTENTS

By-law 1 - Noise	4
By-law 2 - Vehicles.....	4
By-law 3 - Obstruction of common property	4
By-law 4 - Damage to lawns and plants on common property.....	4
By-law 5 - Damage to common property.....	4
By-law 6 - Behaviour of owners and occupiers	4
By-law 7 - Children playing on common property in building	4
By-law 8 - Behaviour of invitees	5
By-law 9 - Depositing rubbish and other material on common property	5
By-law 10 - Drying of laundry items	5
By-law 11 - Cleaning windows and doors	5
By-law 12 - Storage of inflammable liquids and other substances and materials.....	5
By-law 13 - Moving furniture and other objects on or through common property	5
By-law 14 - Floor coverings	5
By-law 15 - Garbage disposal	6
By-law 16 - Keeping of Animals (repealed and replaced 1 September 2021).....	6
By-law 17 - Appearance of lot	8
By-law 18 - Notice board.....	8
By-law 19 - Change in use of lot to be notified	8
By-law 20 – 22 – Not utilised	8
By-law 23 – Car spaces.....	9
Special by-law no. 1 – Delegated functions.....	9
Special by-law no. 2 – Works lot 80	9
Special by-law no. 3 – Additional powers, authorities, duties and functions.....	10
Special by-law no. 4 – Air-conditioning units	10
Special by-law no. 5 – Works	12
Special by-law no. 6 – Storage and parking of bicycles.....	15
Special by-law no. 7 – Swimming pool	15
Special by-law no. 8 – Rubbish.....	16
Special by-law no. 9 – Smoke Penetration.....	17
Special By-law 10. – By-law to authorise the owner of Lot 15 to add to, alter and erect new structures on the common property and exclusive use.....	17
Special By-law No. 11. - By-law to authorise the owners of Lot 65 to add to, alter and erect new structures on the common property and exclusive use.....	28
Special By-law No. 12 - Minor Renovations	39
Special By-law No. 13 - Authorisation to Conduct Structural Works.....	42
Special By-law No. 14 – (not used)	47

Special By-law No. 15 – Notification of change in use of a lot.....	47
Special By-law No. 16 – Authorisation of Building Works in Lot 28.....	48
Special By-Law No. 17 – Authorisation of Building Works in Lot 29	51
Special By-Law No. 18 – Authorisation of Bathroom Works (passed 1 September 2021).....	61
Special By-Law No. 19 – Authorisation of Building Works in Lot 27 (passed 2 May 2022).....	64
Special By-law 20 – Bike Storage (passed 21 July 2023)	71

By-law 1 - Noise

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

By-law 2 - Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

By-law 3 - Obstruction of common property

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

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

An owner or occupier of a lot must not:

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

By-law 5 - Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

3. This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5. Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 6 - Behaviour of owners and occupiers

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

By-law 7 - Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult

exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

By-law 8 - Behaviour of invitees

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

By-law 9 - Depositing rubbish and other material on common property

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

By-law 10 - Drying of laundry items

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law: washing includes any clothing, towel, bedding or other article of a similar type.

By-law 11 - Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

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

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

By-law 13 - Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-law 14 - Floor coverings

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-law 15 - Garbage disposal

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

By-law 16 - Keeping of Animals (repealed and replaced 1 September 2021)

1. Subject to 139 (5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property. Such approval must not be unreasonably withheld.
2. Owners or occupiers may make an application to the owners corporation for the approval of the keeping of an animal. A separate application must be made by owners or occupiers for each animal proposed to be kept. A separate application must be made for any new animal proposed to be kept following the death of an animal that was previously approved. Approval will not be provided for more than one animal per lot. Applications for dogs over 20kgs will not be accepted.
3. The application referred to in clause 2 of this by-law must be made in writing to the owners corporation and must contain the following:
 - a detailed description of the animal proposed to be kept (including details of the breed, sex and size of the animal); and
 - a photograph of the animal (if available);
 - a copy of the registration of the animal with Council (if the animal is a dog or cat);
 - certificate(s) of vaccinations (if applicable).An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the owners corporation at either a general meeting of the owners corporation or at an strata committee meeting within 28 days of the date of the application.
 - Any approval given by the owners corporation under this by-law may contain any reasonable conditions approved by the owners corporation at the time that the consent is given in addition to the conditions in clause 7 of this by-law.
 - Should the owners corporation refuse to give approval under this by-law, the owners corporation must give written reasons to the owner or occupier for such refusal.
 - An owner or occupier of a lot to whom approval to keep an animal has been given by the owners corporation prior to the adoption of this by-law may keep that animal in the lot

(and permit it to access common property) but only for the life of that animal and subject to:

- the conditions (if any) in the original approval to keep the animal given to that owner or occupier; and
 - compliance by that owner or occupier with the succeeding provisions of this by-law.
- In keeping any small caged bird, or fish kept in a secured aquarium or any other animal approved by the owners corporation, an owner or occupier of a lot shall:
 - keep the animal within the boundaries of their lot;
 - not permit or allow the animal to be kept secured (by cage or otherwise) on the balcony of a lot;
 - ensure that when the animal is taken across common property that it is kept secured;
 - supervise the animal in accordance with any applicable law, regulation or order including but not limited to any by-laws in force for the scheme;
 - otherwise be responsible for the animal when it is within the boundaries of their lot, the lot of another owner or occupier or taken across common property;
 - comply with any directions of or guidelines as may be published by the strata committee from time to time; and
 - do all acts and things necessary to:
 - ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property; and
 - clean any areas of a lot or common property that are soiled by the animal; and
 - ensure that litter trays are not kept on the balcony of a lot;
 - otherwise remain liable for any damage to a lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the owners corporation against any costs or losses incurred by the owners corporation arising out of or in connection with the keeping of the animal including any damage to any person, lot or common property and any costs of high pressure water cleaning.
1. If an owner or occupier does not comply with any obligation under this by-law, then the owners corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the owner or occupier.
 2. If any approval to keep an animal is revoked or terminated by the owners corporation then the owner and/or occupier shall remove the animal from the scheme within 28 days from the date that a written notice is given to the owner or occupier by the owners corporation.
 3. An owner or occupier must not allow any visitor to bring any animal onto lot or common property unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and the visitor needs the dog or other animal because of a visual, a hearing or other disability.
 4. Any owner or occupier, who keeps an assistance animal as defined in section 9 of the *Disability Discrimination Act 1992* must provide evidence that the animal is an assistance animal so defined upon request of the owners corporation within a reasonable time of such request.

By-law 17 - Appearance of lot

1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-law 18 - Notice board

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

By-law 19 - Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

By-law 20 – 22 – Not utilised

By-law 23 – Car spaces

The proprietor for the time being of the following lots, or other the occupier of that lot, shall have the exclusive right to occupy the car space marked opposite that lot for so long as that car space is kept in a good and proper state of maintenance and repair

<u>Lot Number</u>	<u>Car Space Number</u>
42	A
80	B
73	C
23	D
4	E
71	F
27	G
2	H
14	I
44	J
40	K
59	L
21	M
26	N
28	O
7	P
68	Q
78	R
25	S
48	T
29	U
79	V

Special by-law no. 1 – Delegated functions

In addition to the powers, authorities, duties and functions conferred or imposed upon the Body Corporate by the Act and the by-laws the Body Corporate shall have the following additional powers, authorities, duties and functions: -

(a) the power to acquire and install aluminium frame windows (or windows framed in such other material acceptable to the Body Corporate in General Meeting) for the purpose of performing the Body Corporate's repair, maintenance, renewal and replacement duties imposed by Section 68(1) (b) and 68(1) of this Act;

(b) the power and the duty to repair and maintain and renew and replace such installations as may be necessary from time to time.

Special by-law no. 2 – Works lot 80

1. The proprietor for the time being of Lot 80 shall be entitled to create a door from the Window area which opens out from the lounge room of Lot 80 to the outside area as outlined in the plan annexed hereto and marked with the letter "A"; and

2. The Proprietor for the time being of Lot 80 shall be entitled to the right of exclusive use and enjoyment of the door which is hereby created PROVIDED ALWAYS THAT such proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair, of such part of the common property.

3. To the extent not prohibited by the Strata Titles Act 1973 this By-Law shall, while it remains in force, inure as appurtenant to, and for the benefit of, Lot 80 and the

proprietor and occupier or the proprietor and occupiers thereof for the time being and all persons duly authorised by them or any of them from time to time

Special by-law no. 3 – Additional powers, authorities, duties and functions

The body corporate shall have the following additional powers, authorities, duties and functions:

- (a) The power and authority to install new fences, gates and landscaping in accordance with the drawings of Ian McDougall, Architect.
- (b) The power and duty to keep any part/s of the works specified in subclause (a) of this by-law that are installed pursuant to this by-law in good and serviceable repair.
- (c) The power and duty to replace the whole or any part of the works specified in subclause (a) of this by-law from time to time as determined by the body corporate.

Special by-law no. 4 – Air-conditioning units

On the conditions set out in this by-law, the owner for the time being of each lot ("the owner") shall have a special privilege in respect of the common property to:

- (a) install an air-conditioning unit ("unit") or air-conditioning units ("units") to serve his lot;
or
- (b) If a unit was, or units were, installed to serve his lot prior to the making of this by-law, to keep the unit or units.

In this by-law, "unit" and "units" include all ancillary wiring, ducting, piping, controls and any other ancillary fixtures and fittings.

Conditions

1. (i) Before starting the installation of the unit or units, the owner must:
 - (a) obtain the written approval of the Owners Corporation (which approval may not be unreasonably withheld and which may be conditional) of the specifications, position and method of installation of the unit or units; and
 - (b) obtain any requisite local Council approval and produce a copy of the Council's approval to the Owners Corporation; or
- (ii) For all units installed prior to the making of this by-law, within 30 days of the making of this by-law the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council.
2. The owner must:-
 - (i) ensure that the unit or units are, or were, Installed In a proper and skilful manner, and in compliance with all conditions and requirements of the local Council, the Building Code of Australia, any relevant Australian Standards, the manufacturer's specifications and the terms of any approval given by the Owners Corporation under this by-law, by a duly licensed contractor;

(ii) complete the installation of the unit or units so as not to permit the ingress of water into the building; and

(iii) not obstruct nor allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common property or any other lot due to installation of the unit or units.

3. If the installation of a unit constitutes exempt development when certain conditions are fulfilled, to which consent of the local Council is not required, then the owner must give the Owners Corporation evidence of compliance with those conditions within 30 days of:

(i) the installation of the unit; or

(ii) the making of this by-law, whichever is later.

4. The owner must dispose of run-off from the unit or units in compliance with any requirements of the local Council, and so as not to cause nuisance to the owner or occupier of another lot, or the Owners Corporation.

5. The owner at his own expense must do whatever is necessary to remedy disturbance caused by the operation of the unit or units, by noise or vibration, of the owner or occupier of another lot in his peaceful enjoyment of his lot.

6. Subject to this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

7. The owner must maintain the unit or units in a state of good and serviceable repair and appearance and must remove a unit if it can no longer be so maintained.

8. The owner may remove the unit or units.

9. After removing the unit or units in accordance with condition 7 or 8, the owner must restore the common property to its original condition and/or install another unit or units in accordance with the conditions of this by-law.

10. The owner must make good any disrepair of the common property or any other lot occurring as a result of the installation, use, maintenance, repair or removal of the unit or units.

11. The owner must indemnify the Owners Corporation against any liability that it would not have incurred but for the installation, use, maintenance, repair or removal of the unit or units, including any liability under section 65(6) of the Strata Schemes Management Act 1996.

12. The owner must, at his own expense, comply with any requirement or order of the local Council or other statutory authority, Tribunal or Court concerning the unit or units.

13. The owner must meet all reasonable expenses of the Owners Corporation incurred in the implementation and enforcement of this by-law with respect to the unit or units installed, or proposed to be installed, to serve his lot.

Special by-law no. 5 – Works

On the conditions set out in this by-law, the owner for the time being of each lot ("the owner")

shall have a special privilege in respect of the common

property: (i) to undertake alterations and additions; or

(ii) if alterations and additions were undertaken prior to the making of this by-law, to keep the alterations and additions.

In this by-law "alterations and additions" means:

(a) Installation of false ceilings to serve the lot; and/or

(b) installation of down lights to serve the lot.

For the purposes of this by-law, "ceilings" and "downlights" include all ancillary fixtures and fittings.

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

Conditions:-

The Works

1. Before starting the works, the owner must obtain the written approval of the Owners Corporation (which may not be withheld unreasonably and which may be conditional) of the works, including the specifications, materials, location and manner of installation of all alterations and additions.

2. Before starting the works or, for alterations and additions undertaken prior to the making of this by-law, within 30 days of the making of this by-law, the owner must provide the Owners Corporation with:

(i) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;

(ii) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;

(iii) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989;

(iv) evidence of currency for the duration of the works of Contractors' All Risks insurance cover with an authorised Insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which both the owner and Strata Plan No. 10981 are named parties; and

(v) a certification by a structural engineer in favour of the Owners Corporation (if requested by the Owners Corporation) that the works will not, or did not, affect the structural integrity of

the building or any part of it.

3. The Owners Corporation may engage an independent structural engineer to assess and review the plans and specifications for the works. The owner must pay the independent structural engineer's fees on demand.

4. In undertaking the works, the owner must by himself, his agents, servants and contractors:-

(i) use best-quality and appropriate materials, in a proper and skilful

manner; (ii) comply with all conditions and requirements of the local

Council;

(iii) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer's specifications;

(iv) comply with the terms of any approval given by the Owners Corporation under this by-law;

(v) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;

(vi) comply with the requirements of the independent structural engineer referred to in condition 3;

(vii) comply with any reasonable requirement of the Owners Corporation concerning:

(a) the means of entering and leaving the building for tradespeople, building materials, tools and debris, which requirements may include the provision of protective surface coverings for common property areas; or

(b) storage of materials and debris;

(viii) carry out the works between 5am and 5pm on Monday to Friday (inclusive), excluding public holidays; and

(ix) ensure that major works are completed within 2 weeks of commencement and all remaining works are completed within 3 months of their commencement.

Any additional works undertaken under paragraph (vi) of this condition shall form part of the works for the purposes of this by-law.

5. The owner may not make any changes to the plans and specifications for the works as approved in accordance with this by-law without the prior written consent of the local Council (if required) and the Owners Corporation.

After the Works

6. Within one month after completion of the works or, for alterations and additions undertaken prior to the making of this by-law, within 30 days of the making of this by-law, the owner must give the Owners Corporation:

(i) (a) a copy of the applicable compliance certificate for the works under Part 4A of the

Environmental Planning & Assessment Act 1979; and/or

(b) if the works, or part of the works, constitute exempt development when certain conditions are fulfilled, to which consent of the local Council Is not required, evidence of compliance with those conditions; and

(ii) plans identifying the location of any altered electrical services, as installed.

Repair & Maintenance

7. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance of the common property and keeping the common property in a state of good and serviceable repair.

8. The owner must maintain the improvements Installed in the course of the works (including but not limited to fixtures and fittings installed as part of the works) in a state of good and serviceable repair and appearance, and must renew or replace them whenever necessary.

9. The owner may remove the improvements installed in the course of the works and after doing so must restore the common property to its original condition.

Damage

10. The owner must repair promptly any damage caused or

contributed to by: (i) the works; or

(ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Indemnity

11. The owner must indemnify the Owners Corporation against any liability or expense arising out of:

(i) the works; or

(ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

including, without limitation, any liability under section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed In the course of the works.

Insurance

12. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 2 (iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.

13. The owners Corporation at its option may make and conduct any claim against an Insurer in respect of insurance referred to in conditions 2 (iii) and (iv).

14. The owner appoints the Owners Corporation its attorney for the purposes of conditions 12 and 13, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Notices

15. The owner at his own expense must comply with any notice, order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works or the improvements installed in the course of the works.

Breach of this By-Law

16. If the owner is in breach of any condition of this by-law and fails to rectify that breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs as a debt due from the owner.

17. The Owners Corporation may, with reasonable notice, by itself, its agents, servants and contractors, enter a lot to rectify any breach of this by-law.

Costs

18. The owner must meet all reasonable expenses of the Owners Corporation incurred in the implementation and enforcement of this by-law with respect to alterations and additions undertaken, or proposed to be undertaken, to serve his lot.

Special by-law no. 6 – Storage and parking of bicycles

1. The owner or occupier of a lot must not park or store a bicycle on any part of the common property at any time, other than the common property areas on the lower ground level designated for parking and storage of bicycles.

2. The owner or occupier of a lot must take all reasonable steps to ensure that any Invitee of the owner or occupier does not park or store a bicycle on any part of the common property at any time, other than the common property areas on the lower ground level designated for parking and storage of bicycles.

Special by-law no. 7 – Swimming pool

1. A person must not use the common property pool area ("the pool area") unless he is the occupier of a lot in the strata scheme ("occupier") or his invitee.

2. For the purposes of this by-law:

(i) "occupier" includes an owner of a lot who is also the occupier of his lot; and

(ii) "use" of the pool area includes use of the pool and being within the pool area for any reason.

3. The occupier must not allow his invitees to use the pool area unless the occupier is also using the pool area.

4. The occupier may use the pool area, and allow his invitees to use the pool area, only between the hours of 9am and 7pm.
5. The occupier must comply, and must take all reasonable steps to ensure that his invitees comply, with any reasonable conditions of use of the pool area which may be determined by the Owners Corporation from time to time and which are displayed in a prominent position within the pool area.
6. The occupier must not consume food and/or alcohol within the pool area at any time.
7. If an invitee of the occupier, or a person permitted by the occupier to remain within the pool area, not being the owner or occupier of a lot, consumes food and/or alcohol within the pool area, the occupier breaches this by-law unless:
 - (a) he or she did not know, or could not reasonably be expected to have known, that the person was consuming food and/or alcohol within the pool area; or
 - (b) upon becoming aware that the person was consuming food and/or alcohol within the pool area the occupier asked the person consuming food and/or alcohol to leave the pool area immediately, and the person did so.
8. The occupier must not, and must take all reasonable steps to ensure that his invitees do not, take any glasses, cups, mugs, bottles or any other items made from glass, crockery or any other similarly fragile material within the pool area.

Special by-law no. 8 – Rubbish

1. For the purposes of this by-law:
 - (i) "rubbish" includes, without limitation, food, general household waste, plastic, paper, bottles, plastic bags, furniture, household appliances, personal effects, building materials, dirt and debris; and
 - (ii) "inappropriate rubbish" includes, without limitation, any rubbish which, when placed in a common property garbage receptacle, causes the relevant authority to refuse, or be unable, to empty that receptacle; and
 - (iii) an occupier or former occupier of a lot is on the common property with the permission of the owner of that lot whilst moving out of the lot
2. The owner or occupier of a lot must not:
 - (i) place or store any rubbish on any part of the common property at any time; or
 - (ii) place any inappropriate rubbish in the designated common property garbage receptacles.
3. The owner or occupier of a lot must take all reasonable steps to ensure that any person who was on the common property with his permission, including without limitation guests, tradesmen and former occupiers of the lot, do not:
 - (i) place or store any rubbish on any part of the common property at any time; or
 - (ii) place any inappropriate rubbish in the designated common property garbage receptacles.

4. The Owners Corporation must give the owner or occupier of a lot 24 hours prior written notice of its intention to remove and/or dispose of:

- (i) any rubbish placed or stored on any part of the common property; or
- (ii) any inappropriate rubbish placed in the common property garbage receptacles,

by the owner or occupier or any person who was on the common property with his permission.

5. The Owners Corporation, having given the notice referred to in paragraph 4 of this by-law, shall not be liable to an owner or occupier of a lot by reason of its having removed and/or disposed of any rubbish placed or stored on the common property, or any inappropriate rubbish placed in a common property garbage receptacle, in contravention of this by-law, by the owner or occupier.

6. If the Owners Corporation has given the notice referred to in paragraph 4 of this by-law, the owner or occupier of a lot must indemnify the Owners Corporation against any liability or expense arising from the removal and/or disposal by the Owners Corporation of any rubbish placed or stored on the common property, or any inappropriate rubbish placed in a common property garbage receptacle, by the owner or occupier or any person who was on the common property with his permission, including if necessary the expense of arranging for the emptying of a common property garbage receptacle.

Special by-law no. 9 – Smoke Penetration

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

- (a) in an area designated as a smoking area by the owners corporation - at the top landing of the southern stairwell, or
- (b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

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

Special By-law 10. – By-law to authorise the owner of Lot 15 to add to, alter and erect new structures on the common property and exclusive use

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage

- occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
- (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 15 in strata scheme 10981.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 10981.
- (f) **Works** means all building works and all related services supplied to affect the following:
- (i) removal of internal wall in the kitchen and studio and installation of new steel beam in the ceiling in accordance to structural engineer's report and plans prepared by Northern Beaches Consulting Engineer's Pty Ltd dated June 2018 and quote prepared by Jetcharm Constructions Pty Ltd dated 18 July 2018 annexed to this by-law at Annexure "A";
 - (ii) relocating the kitchen, including:
 - a. removal of fixtures and fittings in the kitchen including sinks, benchtops and cabinetry; and
 - b. installation of fixtures and fittings in the studio including sinks, benchtops and cabinetry.
 - (iii) removal of flooring in kitchen and installation of new acoustic underlay in kitchen and throughout Lot as required;
 - (iv) installation of new LED downlighting throughout the Lot;
 - (v) reconfiguration of power outlets, light fittings, tapware and electrical fittings throughout the Lot; and
 - (vi) all associated penetrations, plumbing and electrical connections.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2
GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

**PART 3
CONDITIONS**

**PART 3.1
Before commencement**

- 3.1 Before commencement of the Works the Owner must:
 - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
 - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office; and
 - (d) if required, provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring;

**PART 3.2
During construction**

- 3.2 Whilst the Works are in progress the Owner must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
 - (c) use reasonable endeavours to cause as little disruption as possible;
 - (d) perform the Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a period of 2 weeks from their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
 - (i) ensure that the Works do not interfere with or damage the common property or the

property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and

- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) if required, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the flooring and treatment to the flooring in respect to the Exclusive Use Area; and
- (e) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

PART 3.4 Enduring rights and obligations

3.4 The Owner:

- (a) must ensure that the flooring of the Lot is treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
- (b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (d) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (e) remains liable for any damage to lot or common property arising out of the Works;
- (f) must make good any damage to lot or common property arising out of the Works; and
- (g) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

EXISTING GENERAL ARRANGEMENT
SCALE 1:50

NOTES:

- ALL DIMENSIONS TO BE VERIFIED ON SITE BY BUILDER BEFORE COMMENCING WITH WORK.
- FOR GENERAL NOTES REFER TO DRAWING NUMBER S01.

89x89x6 SHS POST
 16mm BASE PLATE WITH 6mm CFW
 2 M16 GRADE 5.8 ANCHORS
 125mm EMBEDMENT CONCRETE
 CHEMSET REO 502 INJECTION MORTAR

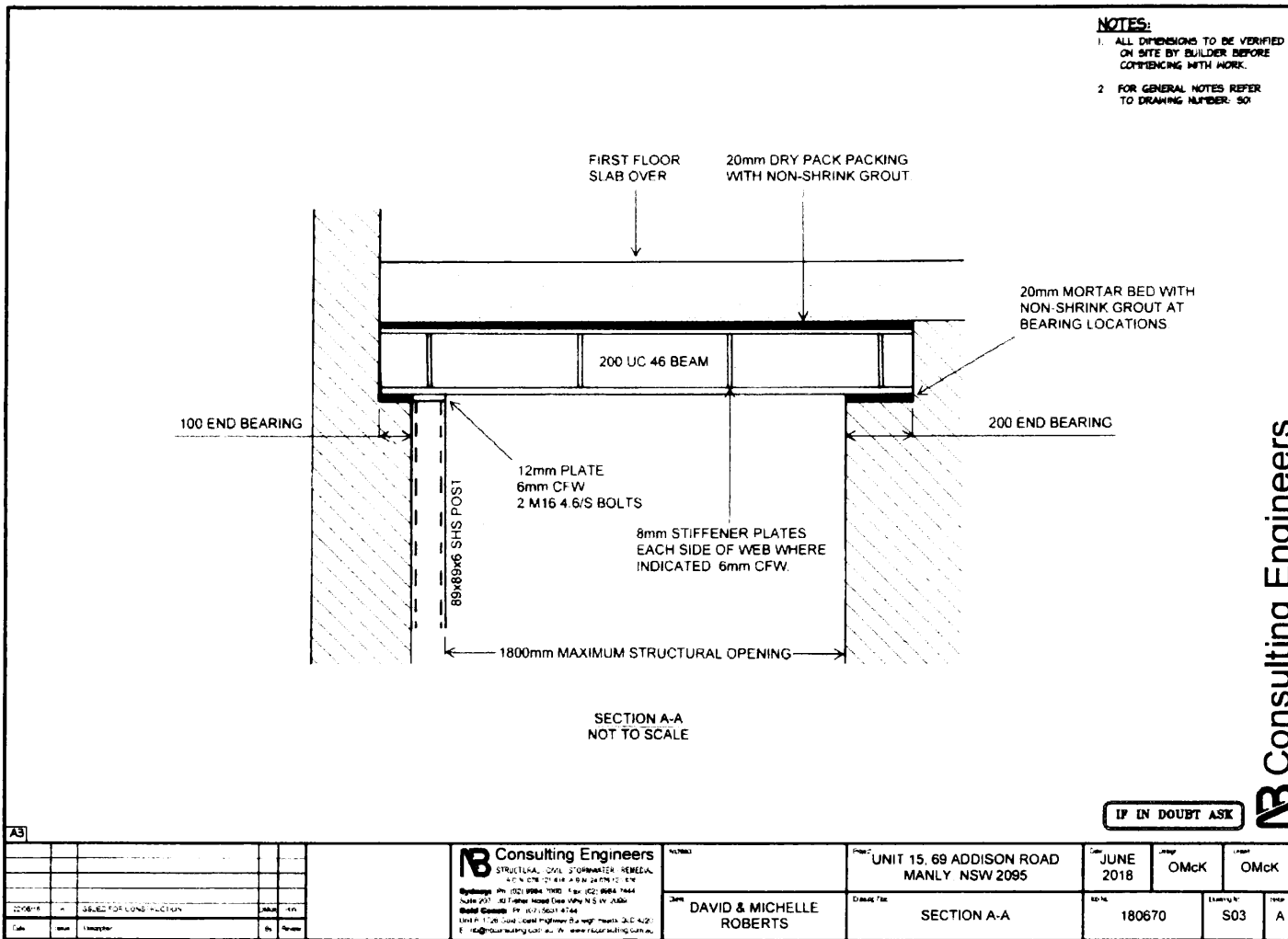
DASHED LINES INDICATE WALLS TO BE DEMOLISHED.
 SLAB OVER TO BE PROPPED AS PER DRAWING S04.

PROPOSED GENERAL ARRANGEMENT
SCALE 1:50

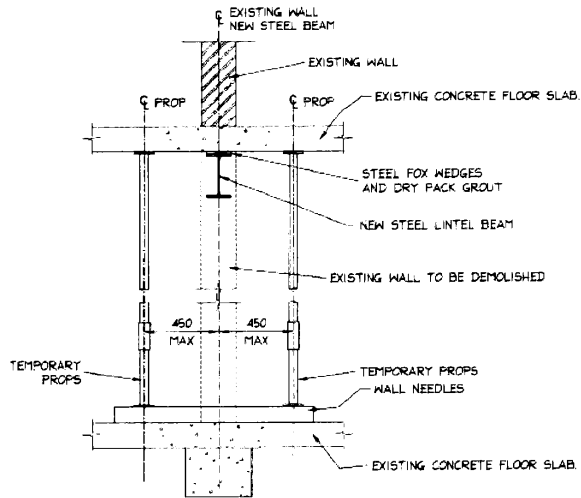
IF IN DOUBT ASK

NB Consulting Engineers

				UNIT 15, 69 ADDISON ROAD MANLY, NSW 2095		DATE: JUNE 2018	DESIGNED: OMcK	CHECKED: OMcK
DAVID & MICHELLE ROBERTS				GENERAL ARRANGEMENT		DRAWING NO: 180670	SHEET NO: S02	TOTAL SHEETS: A



Consulting Engineers



NOTES:

1. ALL DIMENSIONS TO BE VERIFIED ON SITE BY BUILDER BEFORE COMMENCING WITH WORK.
2. FOR GENERAL NOTES REFER TO DRAWING NUMBER: 501.

RECOMMENDED INSTALLATION PROCEDURE:

1. NEEDLE THROUGH WALL BELOW POSITION OF NEW STEEL LINTEL AT 710 MAX CTS, NEEDLES AS APPROVED BY ENGINEER.
2. SCREEN UP PROPS TO SUPPORT FULL LOAD OF SLAB ABOVE NEEDLES.
3. BREAK OUT OPENING TAKING CARE TO DISTURB SIDES OF OPENING MINIMALLY.
4. INSERT LINTEL WITH SEATING ON FAST SETTING PROPRIETARY GROUT BED AS PER DETAILS.
5. AFTER GROUT HAS CURED, WEDGE BEAM DOWN OFF BRICKWORK AT 1/3rd POINTS WITH 1 in 12 TAPERED STEEL WEDGES TO TAKE UP FULL LOAD OF WALL ABOVE.
6. RAM DRY PACK FAST SETTING PROPRIETARY GROUT BETWEEN BEAM AND BRICKWORK AND ALLOW TO SET UNTIL CURED BEFORE REMOVING PROPS & NEEDLES.

NOTE: THE ABOVE SUGGESTED PROCEDURE IN NO WAY RELIEVES THE BUILDER OF HIS USUAL CONSTRUCTION RESPONSIBILITIES

WALL NEEDLING DETAIL

NOT TO SCALE

IF IN DOUBT ASK

RB Consulting Engineers

A3

RB Consulting Engineers STRUCTURAL, CIVIL, STORMWATER, REMEDIATION A.C.N. 121 814 468 24 376 121 814 0 Sydney Ph: (02) 9484 7444 Fax: (02) 9484 7444 Suite 207, 315 Forbes Road, Cherry Hill, NSW 1515 Gold Coast Ph: (07) 5651 4744 Unit 8, 172E Gold Coast Highway, Surfers Paradise QLD 4222 E: info@rbconsulting.com.au W: www.rbconsulting.com.au		Address: UNIT 15, 69 ADDISON ROAD MANLY, NSW 2095	Date: JUNE 2018 Design: OMcK Check: OMcK
Issue: 220918 Description: ISSUED FOR CONSTRUCTION Scale: 1/50 Date: 18/09/18 By: FKL/ta	Drawn by: DAVID & MICHELLE ROBERTS	Drawing title: SLAB PROPPING DETAIL	Drawing No: 180670 Drawing No: S04 Issue: A

Special By-law No. 11. - By-law to authorise the owners of Lot 65 to add to, alter and erect new structures on the common property and exclusive use

**PART 1
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (h) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (i) **Insurance** means:
 - (iv) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (v) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (vi) workers compensation insurance as required by law.
- (j) **Lot** means lot 65 in strata scheme 10981.
- (k) **Owner** means the owner of the Lot from time to time.
- (l) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 10981.
- (m) Works means all building works and related services supplied to effect the following:
 - (vii) removal of internal wall in the kitchen and bathroom and reconfiguration of doorways in accordance to structural engineer's report and plans prepared by Northern Beaches Consulting Engineer's Pty Ltd dated June 2018 and quote prepared by Jetcharm Constructions Pty Ltd dated 19 July 2018 annexed to this by-law at Annexure "A";
 - (viii) relocating the kitchen, including:
 - a. removal of fixtures and fittings in kitchen including sinks, benchtops and cabinetry; and
 - b. installation of fixtures and fittings in the living room including sinks, benchtops and cabinetry.
 - (ix) removal of fixtures and fittings in bathroom including sinks, vanities and toilets;
 - (x) installation of fixtures and fittings in bathroom including sinks, vanities and toilets;
 - (xi) removal of waterproofing membranes, floor and wall tiles and installation of new proofing membranes, floor and wall tiles;
 - (xii) removal of flooring and installation of new acoustic underlay in the kitchen and throughout the Lot as required;

- (xiii) installation of new LED downlighting throughout the Lot;
 - (xiv) reconfiguration of power outlets, light fittings, tapware and electrical fittings throughout the Lot; and
 - (xv) all associated penetrations, plumbing and electrical connections.
- (n) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

- (e) the singular includes plural and vice versa;
- (f) any gender includes the other genders;
- (g) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (h) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 Before commencement

- 3.1 Before commencement of the Works the Owner must:
- (e) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (f) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
 - (g) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office; and
 - (h) if required, provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring.

PART 3.2
During construction

3.2 Whilst the Works are in progress the Owner must:

- (k) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (l) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (m) use reasonable endeavours to cause as little disruption as possible;
- (n) perform the Works during times reasonably approved by the Owners Corporation;
- (o) perform the Works within a period of 2 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (p) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (q) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (r) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (s) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation prior to commencement of the Works; and
 - (ii) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.
- (t) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (u) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3
After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (f) notify the Owners Corporation that the Works have been completed;
- (g) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (h) provide the Owners Corporation with a copy of any certificate or certification required

by an Authority to certify the Works;

- (i) if required, provide the Owners Corporation with a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring in respect to the Exclusive Use Area; and
- (j) if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

PART 3.4
Enduring rights and obligations

3.4 The Owner:

- (h) must ensure that the flooring of the Lot is treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
- (i) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (j) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (k) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (l) remains liable for any damage to lot or common property arising out of the Works;
- (m) must make good any damage to lot or common property arising out of the Works; and
- (n) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

**Annexure A
65/SP10981**



Professional Engineers
Subclass: Mechanical, Electrical, and Plumbing

Date: 29 June 2018 Job No: 180683
Client: Sam Roberts & Natarlia Hansen Engineer: OMcK
Site: Unit 65, 69 Addison Road, Manly

At the request of Sam Roberts & Natarlia Hansen, Owen McKenna (OMcK) from Northern Beaches Consulting Engineers P/L inspected the above property on 25 June 2018. The scope of the report and design are limited to the proposed wall alterations as indicated on drawings S01 through S04.

The assessment was limited to the proposed wall alterations and consisted of a walk over style inspection of the building. The five-storey building is constructed with reinforced concrete and masonry walls, reinforced concrete slabs and a tiled roof.

PROPOSED WORKS

Partial demolition of existing non-load bearing masonry walls in the bathroom. Partial demolition of an existing load bearing reinforced concrete wall between the living room and shower room. Removal of an existing full height window in the bedroom and replace with a new masonry sill.

ASSESSMENT

The existing reinforced concrete walls are load bearing supporting the floor slabs and walls over. The walls are considered sound and provide an adequate structure for the proposed works, provided that the engineering plans are complied with. The works are not expected to adversely affect the buildings overall structural integrity.

STRUCTURAL REQUIREMENTS

1. Demolish non-load bearing masonry walls as per structural drawing S03.
2. Demolish load bearing reinforced concrete wall as per structural drawing S03.
3. Build new reinforced masonry sill as per detail on structural drawing S04.

Note: This certification does not cover any defects to the structure that were not included for assessment at the time of inspection. In the event defects are uncovered during construction or become apparent after construction is complete, then the engineer should inspect the areas of concern and prepare a specification for remedial works. (These works will be carried out at hourly rates.) The procedure above in no way relieves the builder of their usual construction obligations.

If the proposed works are to be certified in accordance with this report, they must be inspected by Northern Beaches Consulting Engineers while exposed. An additional fee applies.

Yours sincerely

NORTHERN BEACHES CONSULTING ENGINEERS P/L

Stewart McGeady

BE UNSW MIEAust Director
NSWABNSW/00000000/00000000/00000000/00000000/00000000/00000000/00000000/00000000/00000000/00000000

Owen McKenna

M Eng (Home) Senior Engineer

Northern Beaches Consulting Engineers Pty Ltd (Australia) 02 9368 6600 (Home) 02 9368 6600 (Mobile) 02 9368 6600 (Fax)

Sydney: Suite 101, 30 Hazelrigg Drive, Manly NSW 2095 (Ph: 02) 9368 6600 (Email: info@nbcen.com.au)
Gold Coast: Unit 11, 1296 Coast Cassia Highway, Burleigh Heads QLD 4225 (Ph: 07) 5531 4794

GENERAL NOTES:

GENERAL

- G1. The drawings are to be read together with all Architects drawings and specifications.
- G2. Dimensions shall not be obtained by scaling from the drawings. All setting out dimensions shall be verified and discrepancies shall be referred to the Engineer prior to commencement of work.
- G3. Care is required during construction so that structural elements are not over stressed and that the works and excavations required therefore are kept stable at all times.
- G4. Design, materials and workmanship are to be in accordance with current S.A.A standards and statutory authority regulations except where varied by these documents.
- G5. Design live loads are in accordance with AS 1170.1
- G6. Builder to ensure stability of existing structures in the vicinity of excavation works.

REINFORCEMENT

- R1. All reinforcement specified is Grade D500 unless noted otherwise.
- R2. Reinforcement is represented diagrammatically it is not necessarily shown in true projection.
- R3. Top reinforcement is to be continuous over supports. Bottom reinforcement to be lapped at supports.
- R4. Welding of reinforcement shall not be permitted unless shown on the structural drawings.
- R5. All reinforcing bars and fabric shall comply with AS 4671-2001.
- R6. Reinforcement symbols:
 N - Grade 500N deformed bar (D500) Normal Ductility
 R - Grade 250N plain round bar (R250) Normal Ductility.
 SL - Grade 500L welded deformed ribbed mesh (D500) Square Low Ductility.
 RL - Grade 500L welded deformed ribbed mesh (D500) Rectangular Low Ductility.
 The number immediately following these symbols is the number of millimeters in the bar diameter.
 Example :
 8 N12-250, denotes 8, Grade 500N deformed bars, 12 mm diameter at 250 cts.
- R7. All reinforcement shall be firmly supported on bar chairs spaced at a maximum of 750 centres both ways under rod and fabric reinforcement. Reinforcement shall be tied at alternate intersections.

BRICKWORK

- BR1. Brickwork is to be constructed to AS 3700.
- BR2. Provide galvanized wall ties above DPC to AS 3700 & Local Council Specifications.


BLOCKWORK

- BL1. Concrete blocks shall have a minimum compressive strength of 15 MPa and conform to AS 1500. Masonry to be constructed to AS 3700.
- BL2. Where cores of hollow blocks are to be filled, properly compacted 20MPa concrete with 10 mm aggregate and 230 mm slump shall be used. Clean out openings must be utilized for all cores.
- BL3. Location of actual starters is critical to suit block cores, allow 55 mm cover from the outside face of blockwork. All reinforcement lap lengths to conform to AS 3600.
- BL4. Max pour height for unrestrained blockwork is 2000.
- BL5. Contractor to ensure all cores are filled with concrete where additional loads are to be applied to existing core filled blockwork walls.

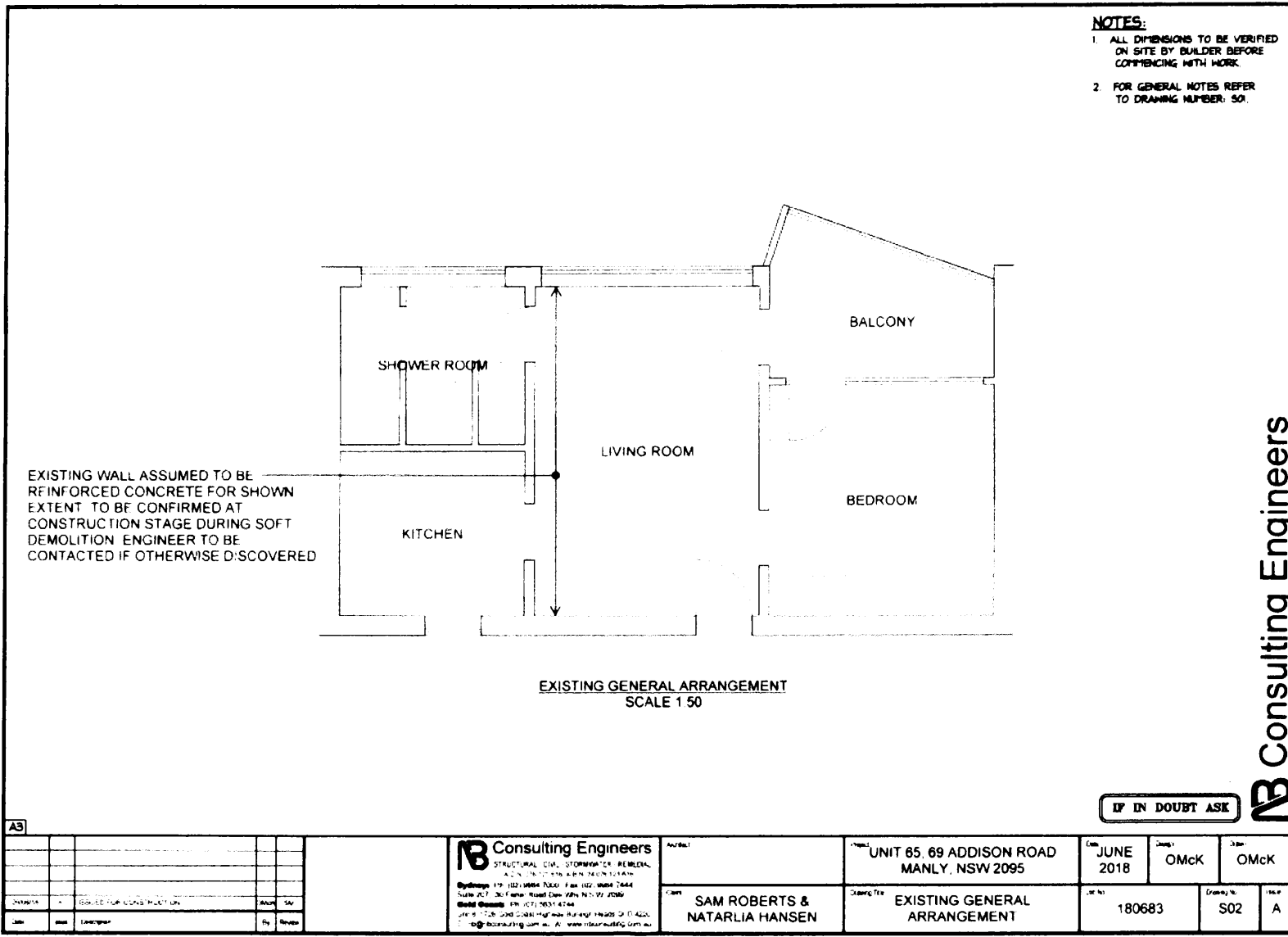
INSPECTIONS BY ENGINEER

- 48 HOURS NOTICE IS REQUIRED BEFORE ANY SITE INSPECTION ANY STRUCTURAL ELEMENT NOT INSPECTED BY NBC WILL NOT BE CERTIFIED BY NBC
1. Any reinforcement prior to concrete pour.
 2. Timber and Steel framing prior to cladding or lining.
 3. Steel lintels after installation.
 4. CONTACT YOUR PCA (Principal Certifying Authority) AS TO REQUIREMENTS FOR MANDATORY CRITICAL STAGE inspections IN ACCORDANCE WITH REVISED EPA ACT REGULATIONS EFFECTIVE JULY 1, 2004.

IF IN DOUBT ASK

 NB Consulting Engineers <small>STRUCTURAL - CIVIL - STORMWATER - REMEDIATION 1/111-115/116 A/118/119/121/125 Sydney Ph: (02) 9384 7000 Fax: (02) 9384 7444 Suite 207, 30 Farringford Road Campbell NSW 2061 Email: General@nbce.com.au Tel: (02) 9384 4444 Unit 11, 17/18 Seaside Road, McGrath NSW 2824 E: info@nbconsulting.com.au www.nbconsulting.com.au</small>		UNIT 65, 69 ADDISON ROAD MANLY, NSW 2095	Date: JUNE 2018 Drawn: OMcK Check: OMcK
Title: ISSUED FOR CONSTRUCTION Scale: 1:50 Date: 15/06/2018	Drawn: SAM ROBERTS & NATARLIA HANSEN Checked:	Project No: GENERAL NOTES Drawing No: 180683 Revision: S01 Sheet: A	Scale:

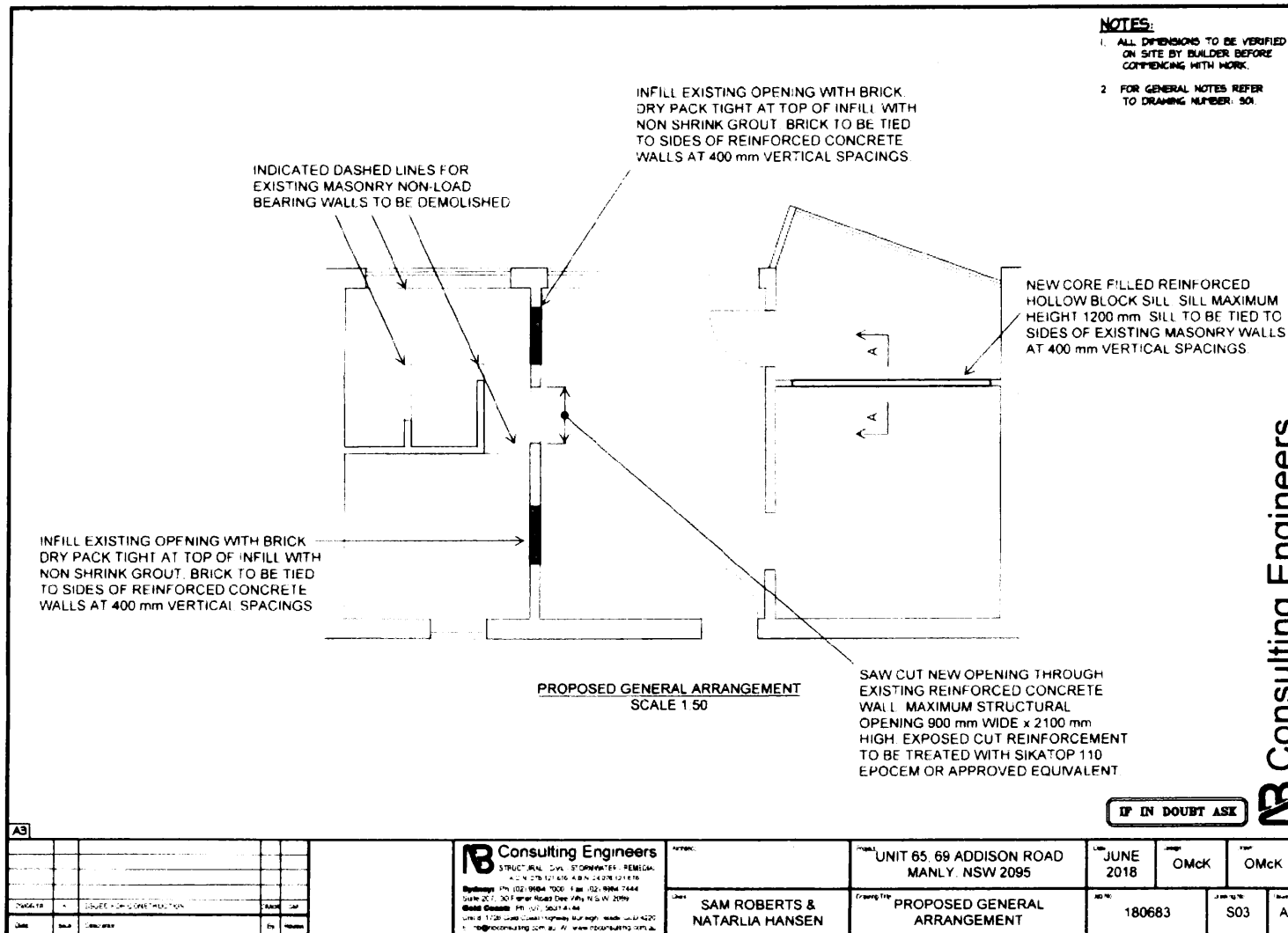
NB Consulting Engineers



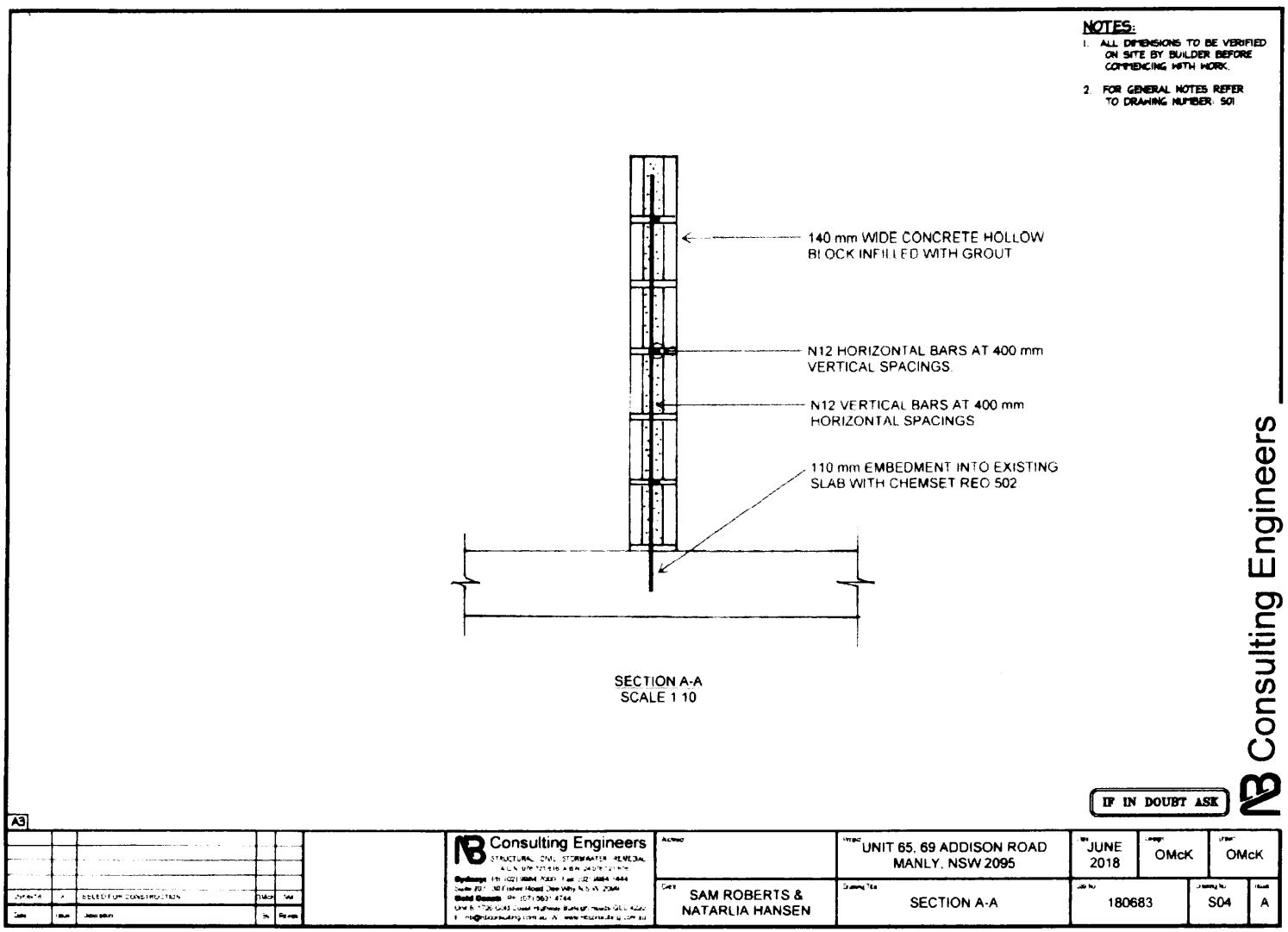
IF IN DOUBT ASK

RB Consulting Engineers

A3				RB Consulting Engineers STRUCTURAL, CIVIL, STORMWATER, REMEDIATION, ASBESTOS, ENVIRONMENTAL CONSULTANTS Sydney: 119 1022 8888 7355 Fax: 102 9886 7644 Suite 207, 26 Foveaux Road Cammerajong NSW 2730 Gold Coast: Ph: 071 7631 4744 Unit 6, 725 Sand Street Maroochydore QLD 4220 www.rbconsulting.com.au www.maroochydore.com.au		UNIT 65, 69 ADDISON ROAD MANLY, NSW 2095		Date: JUNE 2018	Drawn: OMcK	Check: OMcK
CONTRACT: 180683 Description: EXISTING GENERAL ARRANGEMENT		Client: SAM ROBERTS & NATARLIA HANSEN		Drawing Title: EXISTING GENERAL ARRANGEMENT		Drawing No: 180683	Drawing Scale: S02	Drawing Issue: A		



Consulting Engineers



Special By-law No. 12 - Minor Renovations

Rights

1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain the approved Minor Renovations.
2. The owners corporation delegates its power to approve Minor Renovations to the strata committee as constituted from time to time subject to section 36(2) of the Act.
3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

Definitions

4. In this by-law, the following terms are defined to mean:
 - a. "**Act**" means the *Strata Schemes Management Act 2015* (NSW);
 - b. "**Building**" means the building located at 69 Addison Road, Manly NSW 2095;
 - c. "**Minor Renovations**" includes work for the purposes of the following:
 - i. renovating a kitchen,
 - ii. changing recessed light fittings,
 - iii. installing or replacing wood or other hard floors,
 - iv. installing or replacing wiring or cabling or power or access points,
 - v. work involving reconfiguring walls,
 - vi. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - vii. installing a rainwater tank,
 - viii. installing a clothesline,
 - ix. installing a reverse cycle split system air conditioner,
 - x. installing double or triple glazed windows,
 - xi. installing a heat pump,
 - xii. installing ceiling insulation.
- but does not include works set out in section 110(7) of the Act which are:
- xiii. work that consists of cosmetic work for the purpose of section 109 of the Act,
 - xiv. work involving structural changes,

- xv. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - xvi. work involving waterproofing,
 - xvii. work for which consent or another approval is required under any other Act,
 - xviii. work that is authorised by a by-law made under Part 6 of the Act or a common property rights by-law, and
 - xix. any other work prescribed by the regulations for the purposes of section 110(7) of the Act.
- d. **"Owner"** means an owner of a lot from time to time in the strata scheme;
 - e. **"Regulations"** means the *Strata Schemes Management Regulation 2016* (NSW)
5. Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.
6. Words importing:
- a. the singular include the plural and vice versa; and
 - b. a gender includes any gender.
7. A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Prior to Conducting the Minor Renovations

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

- d. public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

Performance of the Works

10. In carrying out or maintaining the Minor Renovations the Owner must:

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

Maintenance of the Minor Renovations

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

Liability and Indemnity

12. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Minor Renovations and will make good that damage immediately after it has occurred.
13. The Owner indemnifies the owners corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Minor Renovations on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

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

Cost and Risk of the Works

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

Right to Remedy Upon Default

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

Special By-law No. 13 - Authorisation to Conduct Structural Works

Grant of Rights

1. Subject to the Conditions the Owner may conduct the Works.
2. Subject to the Conditions the Owner has the exclusive use of the Exclusive Use Area.
3. If the rights of the Owner under clause 1 and 2 and the obligations of the Owner under clause 7 cease (either jointly or severally) to have force or effect for any reason the Owner must put effect to and complete the Reinstatement Works subject to and in accordance with the Conditions as if those Reinstatement Works were also Works the subject of this by-law.

Conditions

4. The Owner must prior to the Works being conducted:
 - a. obtain all necessary Approvals in relation to the Works and the conduct of the Works and the use of the Exclusive Use Area.
 - b. provide a copy of any such Approvals to the Owners Corporation;

- c. in the event that an Approval is required by law (or under the terms of an Approval) to be obtained before the conduct of any part of the Works, provide a copy of that Approval to the Owners Corporation before the conduct of that part of the Works;
 - d. provide a copy of all plans and specifications relating to the Works (including plans specifying the location of the Works or any part thereof) to Owners Corporation and the proposed commencement date of the Works at least 21 days prior to the proposed commencement of the Works;
 - e. obtain the written approval of the Strata Committee, acting reasonably, to the proposed Works including to the location of the Works where the Works or any part thereof are to be visible from outside the lot. For clarity, the Strata Committee acting reasonably, may impose further conditions on the Works;
 - f. provide, at the request of the Strata Committee, acting reasonably, a copy of the Engineer's Approval to the Owners Corporation; and
 - g. provide a copy of the certificates of currency for all Insurances of the contractor carrying out the Works, which are to be effected with a reputable insurance company reasonably satisfactory to the Owners Corporation, in respect of the Works to the Owners Corporation.
5. In conducting the Works the Owner must:
- a. provide to the Owners Corporation, its servants, agents and contractors access to the lot and the Exclusive Use Area in connection with the Works (or, if the Owner is not the occupier of the lot, the Owner must do all things within their power to procure such access) within twenty four (24) hours of a request by the Owners Corporation (howsoever made).
 - b. carry out, or ensure the Works are carried out:
 - i. in accordance with any Approval, applicable law or standard including the Building Code of Australian and any relevant Australian Standard;
 - ii. in a proper and workmanlike manner and only by persons who are duly licensed to do so;
 - iii. so as to be fit for purpose;
 - iv. in accordance with the Engineer's Approval and any plans and specifications provided to the Strata Committee under clause 4 of this by-law;
 - v. so as to be generally in keeping with the appearance, quality and levels of amenity of the Property;
 - vi. except as otherwise approved by the Owners Corporation, in between the hours of 8.30am and 5.30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8.30am and Midday on a Saturday;
 - vii. so as not cause damage to or affect the structure or support of the Property or any part of the Property or to any Utility Service otherwise than as authorised under this by-law;
 - viii. not materially vary or amend the Works without approval in writing from the Strata Committee and, if required, Council;

- ix. transport all construction materials, equipment, debris and other material associated with the Works over the common property in the manner reasonably directed by the Owners Corporation;
 - x. not place any rubbish or debris associated with the Works in any Common Property bin;
 - xi. so as to not cause a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the Property by other owners or occupiers of lots; and
 - xii. to the extent that the Works are connected to any electrical, gas, water or other metered service, so as to be connected only to such services that are separately metered to the lot.
- c. ensure the Property is adequately protected from damage that may be caused by the Works; and
 - d. ensure that any part of the Property affected by the Works is kept clean and tidy and is left clean and tidy on the completion of the Works.
6. The Owner must following completion of the Works:
- a. provide the Owners Corporation with a copy of any certificate or document evidencing compliance with an Approval, being a certificate or document required by law or under the terms of an Approval to be provided.
 - b. provide the Owners Corporation with a copy of the Engineer's Certificate.
 - c. provide access to the lot, the Works and the Exclusive Use Area to the Owners Corporation within 7 days of a written request for access by the Owners Corporation (or such shorter period as may be reasonable in the circumstances);
 - d. effect and maintain any insurance (including Insurance where applicable) required by law in respect of their use of the Exclusive Use Area; and
 - e. put effect to and complete the Rectification Works subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this by-law.
7. The Owner:
- a. is responsible for the ongoing maintenance and repair, renewal and replacement of the Works and the Exclusive Use Area;
 - b. must ensure that the Works and the Exclusive Use Area are used in accordance with and continue to comply with the requirements of this by-law including any applicable law or Approval;
 - c. must, on the reasonable request of the Strata Committee or Owners Corporation, put effect to and complete the Rectification Works to allow the Owners Corporation to effect maintenance or repairs to the common property and do so subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this by-law.

8. Should the Works alter the building affecting the lot boundary, the Owner must comply with any obligation they may have under section 19 of the *Strata Schemes Development Act 2015* (NSW), with any necessary consent of the Owners Corporation not to be unreasonably withheld.
9. The Owner must bear the costs of undertaking the Works and any Rectification Works or Reinstatement Works and bear the costs of complying with clause 7 of this by-law.
10. The Owner indemnifies the Owners Corporation, including the Strata Committee, for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, costs, loss, claim, demand, suit or liability is caused by the negligence of the Owners Corporation.
11. If the Owner fails to comply with any obligation under this by-law, the Owners Corporation may carry out that obligation, and in doing so enter upon any part of the lot, and recover the costs of carrying out that obligation from the Owner.
12. Where no time is specified for compliance with an obligation of the Owner under this by-law, the Owner must comply with that obligation within a reasonable time.
13. Any part of the Works that amounts to an addition to the Property does not become a fixture to the Common Property despite any degree or nature of affixation and the Owner and the Owners Corporation acknowledge and agree that it is not their intention for such addition to become such a fixture.

Definitions & Interpretation

14. For the purposes of this by-law:
 - a. **"Approval"** means, in connection with the Works, or the Property:
 - i. An approval or certificate as may be required by law;
 - ii. a development consent or complying development certificate within the meaning of the *Environmental Planning and Assessment Act 1976* (NSW);
 - iii. a certificate within the meaning of section Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW);
 - iv. any order, directions or other requirement made by any governmental body including any council, statutory authority or any other body or person authorised by law as having jurisdiction to make an order, direction or to make a requirement in respect of the Works.
 - v. any order made under Part 9 and/or Schedule 5 of the *Environmental Planning and Assessment Act 1979* (NSW);
 - vi. any order made under Part 2A of Chapter 7 of the *Local Government Act 1993* (NSW).
 - b. **"Conditions"** means the provisions of clauses 4 to 13 of this by-law.
 - c. **"Council"** means Northern Beaches Council or any successor.
 - d. **"Engineer's Approval"** means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works, if carried out in a manner specified in that opinion, will not adversely

affect the structure or support of the Property or any part of it or otherwise cause damage to the Property (except as authorised by this by-law).

- e. **"Engineer's Certificate"** means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works were carried out in accordance with the Engineer's Approval.
- f. **"Exclusive Use Area"** means those parts of the common property which are altered or occupied by the Works (once complete).
- g. **"Insurance"** means the following:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation (if required).
- h. **"Owner"** means the registered proprietor or proprietors for the time being of a lot in Strata Plan No. 10981, but only in relation to the lot owned by that registered proprietor or proprietors.
- i. **"Property"** means the land and building or buildings the subject of Strata Plan No. 10981.
- j. **"Rectification Works"** means the building works and related services required to be conducted and supplied in connection with the rectification of any damage to the Property caused by the Works and includes all ancillary works and services that are reasonably necessary to do or to supply to facilitate the doing of the above works and the supply of those services.
- k. **"Reinstatement Works"** means the building works and related services required to be conducted and supplied in connection with the removal of the Works and the related reinstatement of the Property and includes all ancillary works and services that are reasonably necessary to do or to supply to facilitate the doing of the above works and the supply of those services.
- l. **"Utility Services"** means any service associated with plumbing, electrical, gas or telecommunications services (including cable television).
- m. **"Works"** means building works and related services to be conducted and or supplied in relation to any of the following:
 - i. removal of internal lot walls and installation of support beams or other structural supports or fixtures affixed to the common property as required subject to the Owner carrying out the works in this clause, clause 14(m)(i), in accordance with an Engineer's Approval and any plans and specifications;
 - ii. all ancillary works that are reasonably necessary to do to facilitate the doing of the above works and the supply of those services.

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

- a. the singular includes the plural and vice versa;

- b. a reference to a document, includes any amendment, replacement or novation of it;
 - c. all references to an Owner includes a reference to their executors, administrators, successors or permitted assigns;
 - d. where any word or phrase is given a definite meaning, any part of speech of other grammatical form of the word has a corresponding meaning;
 - e. any reference to legislation includes any amending or replacing legislation;
 - f. any reference to legislation includes any subordinate legislation or other instrument created thereunder;
 - g. a term defined in the *Strata Schemes Management Act 2015 (NSW)* or *Strata Schemes Development Act 2015* will have the same meaning.
16. To the extent that any term of this by-law is inconsistent with the *Strata Schemes Management Act 2015 (NSW)* or any other Act or law it is to be severed and this by-law will be read and be enforced as if so consistent.
17. To the extent that this by-law is inconsistent with any other by-law of the strata scheme the provisions of this by-law prevail to the extent of the inconsistency.

Register of Works

- 21.1 The Strata Committee, on behalf of the Owners Corporation, must maintain a register in perpetuity, of all Works conducted by lot Owners under this by-law. The register must contain the number of the lot in which Works are undertaken and a detailed description of the works. The register may contain copies of diagrams, plans, drawings, Approvals, Engineer's Approval and Engineer's Certificate applicable to the Works. The register must be made available to any lot Owner upon written request to the Strata Committee or Owners Corporation.

Special By-law No. 14 – (not used)

Special By-law No. 15 – Notification of change in use of a lot

1. An owner who intends to do Works to their lot that has the effect of any of the following:
 - a. adding rooms (including bedrooms) to the lot,
 - b. changing the use of the lot,
 - c. changing the use of the lot in a way that would affect the insurance premiums for the strata scheme,
 - d. altering the boundary of a lot,must notify the strata committee in writing at least 21 days prior to conducting the Works.
2. If an Approval is required by an Authority to conduct the Works, the owner must provide to the strata committee a copy of the Approval upon reasonable request.
3. Where the owners corporation's consent is required by an Authority to conduct the Works, the owners corporation must not unreasonably withhold their consent.
4. In providing their consent, the owners corporation may request from the owner copies of documents pertaining to the Works including descriptions, drawings or plans.
5. For the purposes of providing their consent as contemplated by clause 3 and 4 of this by-law, the owners corporation have delegated this power to the strata committee.
6. For clarity, this by-law does not permit any Works.

7. In this by-law:
- a. "**Act**" means the *Strata Schemes Management Act 2015*.
 - b. "**Approval**" means any of the following:
 - i. any approval or certificate as may be required by law,
 - ii. a development consent or complying development certificate within the meaning of the *Environmental Planning and Assessment Act 1976* (NSW),
 - iii. a certificate within the meaning of section Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW),
 - iv. any order, directions or other requirement made by any Authority having jurisdiction to make an order, direction or to make a requirement in respect of the Works,
 - v. any order made under Part 9 and/or Schedule 5 of the *Environmental Planning and Assessment Act 1979* (NSW),
 - vi. any order made under Part 2A of Chapter 7 of the *Local Government Act 1993* (NSW),
 - vii. any plan or obligation the owner may have under section 19 of the *Strata Schemes Development Act 2015* (NSW)
 - c. "**Authority**" means any governmental body including any council, statutory authority or any other body or person authorised by law as having jurisdiction over the lot and/or common property;
 - d. "**Works**" means:
 - i. cosmetic works as defined by section 109 of the Act,
 - ii. minor renovations as defined by section 110 of the Act or any by-law registered regulating minor renovations,
 - iii. works to the common property in relation to a lot.

Special By-law No. 16 – Authorisation of Building Works in Lot 28

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 28 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works to the bathroom including:

- (a) the removal of existing floor and wall tiles, waterproofing and fixtures and fittings including the door, toilet, shower, shower screens, metal shower tray, large hob step, basin, tapware, vanity and cabinetry;
- (b) the installation of new floor and wall tiles, waterproofing and fixtures and fittings including the door, toilet, shower, shower screens, basin, tapware, vanity and cabinetry;
- (c) all related electrical, plumbing, waste and water services works;

Works to install new hot water system including:

- (d) the removal of any existing hot water system;
- (e) the installation of a hot water system (including the storage tank and water inlet pipe or pipes) on the common property in the places as reasonably approved by the strata committee including affixing any component to the common property slab and/or wall as required;

- (f) the drilling of holes in the common property walls for the installation of the hot water system and any required ducting, wiring, cabling, conduit and piping;
- (g) all related electrical, plumbing, waste and water services works;

Other works

- (h) painting balcony windows and external door.

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council and any successor;

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

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

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

3. Conditions

3.1 Prior to Undertaking Works

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

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

3.2 Performance of Works

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

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

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

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

6. Costs

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

7. Right to Remedy Default

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

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

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

Special By-Law No. 17 – Authorisation of Building Works in Lot 29

1. Grant of Special Privilege and Exclusive Use Right

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

Structural works

- (a) Removal of part of the existing dividing wall in the kitchen between the doorway and external wall adjacent to inner walkway; and
- (b) Removal of part of one of the existing non-load bearing wall in the bathroom; as depicted on the certificate and drawings by Northern Beaches Consulting Engineers Pty Ltd (“Plans”) annexed and marked “Annexure A” to this by-law; and

Kitchen

- (c) Removal of existing fittings and fixtures from the kitchen and installation of new fittings and fixtures including stove, sink, cabinetry and benches;
- (d) Replace the existing shutter louvers on windows with new shutter louvers including affixing to boundary walls (as required) and installation of new internal window screens;

Bathroom

- (e) Removal of existing fittings and fixtures from the bathroom and installation of new fittings and fixtures including reinstatement of raised skirt to recreate the bath, and installation of a single spa jet, small heat pump and ozone generation unit including all ancillary fittings and fixtures, wiring and electrical appliances to service the spa jet, heat pump and generation unit;
- (f) Installation of new tapware to service the bath including plumbing and ancillary works (and chasing of common property walls if required);
- (g) Removal of the existing floor and wall tiles if required;
- (h) Installation of new water proofing as required and/or remedial repairs to existing waterproofing as required;

Living room

- (i) Remove existing carpet and installation of new hard surface flooring;

Other works

- (j) Removal of the existing front security screen door and installation of a new front security screen door; and
- (k) Installation of external security bars on the kitchen windows to match new front security screen door.

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council;

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

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

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

3. Conditions

3.1 Prior to Undertaking Works

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

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;

- ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

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

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

- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval; and
- (c) The Owner must provide to the Owners Corporation a copy of the warranty of the waterproofing if required by the Owners Corporation.

4. Liability and Indemnity

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

5. Other Rights and Obligations

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

6. Costs

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

7. Right to Remedy Default

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

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

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

Annexure A



Professional Engineer
Stewart McGeady (Licence No. 190383)

Date: 12 April 2019 Job No: 190383
Client: Jennifer Shanley Engineer: OMcK
Site: Unit 29, 69 Addison Road, Manly

At the request of Jennifer Shanley, Owen McKenna (OMcK) from Northern Beaches Consulting Engineers P/L inspected the above property on 05 April 2019. The scope of the report and design are limited to the proposed wall alterations as indicated on drawings S01 through S05.

The assessment was limited to the proposed wall alterations and consisted of a walk over style inspection of the property. The five-level building is constructed with reinforced concrete slabs spanning onto masonry walls and with a tiled roof over.

PROPOSED WORKS

1. Partial demolition of an existing load bearing masonry wall between the living room and kitchen.
2. Partial demolition of existing non-load bearing masonry wall in the bathroom.

ASSESSMENT

The existing masonry walls are load bearing supporting the floor slabs and walls over. The walls are considered sound and provide an adequate structure for the proposed works, provided that the engineering plans are complied with. The works are not expected to adversely affect the buildings overall structural integrity.

STRUCTURAL REQUIREMENTS

1. Prior to demolition of load-bearing wall, install props as per structural drawing S05.
2. Demolish load bearing masonry wall as per structural drawing S03 and S04.
3. Demolish non-load bearing masonry wall as per structural drawing S03.

Note: This certification does not cover any defects to the structure that were not included for assessment at the time of inspection. In the event defects are uncovered during construction or become apparent after construction is complete, then the engineer should inspect the areas of concern and prepare a specification for remedial works. (These works will be carried out at hourly rates.) The procedure above in no way relieves the builder of their usual construction obligations.

If the proposed works are to be certified in accordance with this report, they must be inspected by Northern Beaches Consulting Engineers while exposed. An additional fee applies.

Yours sincerely

NORTHERN BEACHES CONSULTING ENGINEERS P/L

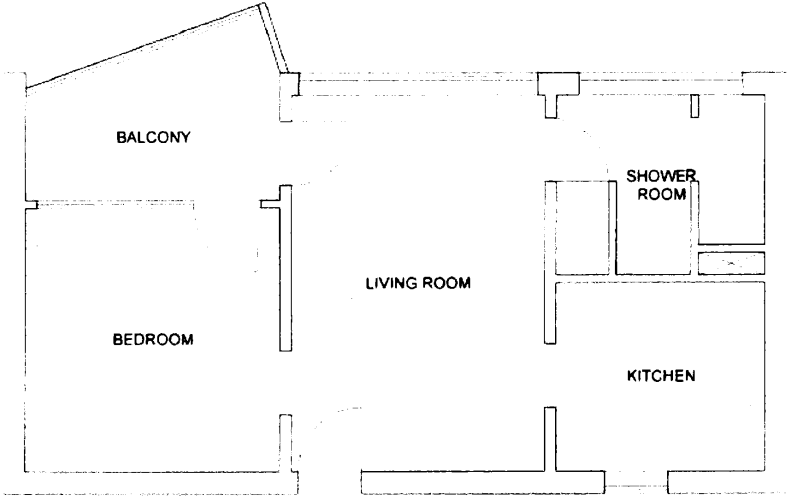
Stewart McGeady

BE UNSW MIEAust Director
©NBACE Company Synergy Project:190383 UNIT 29, 69 ADDISON ROAD, MANLY ENG Change:SK001.docx

Northern Beaches Consulting Engineers Pty Ltd www.northernbeachesconsultingengineers.com.au
Sydney: Suite 300, 100 Essex St, Dee Why, NSW 2099. Tel: (001) 9994 7700. Email: info@northernbeachesconsultingengineers.com.au
Gold Coast: Unit 8, 1720 and 1724 Highway 1, Queensland, Gold Coast, QLD 4217. Tel: (07) 5631 4484

NB Consulting Engineers

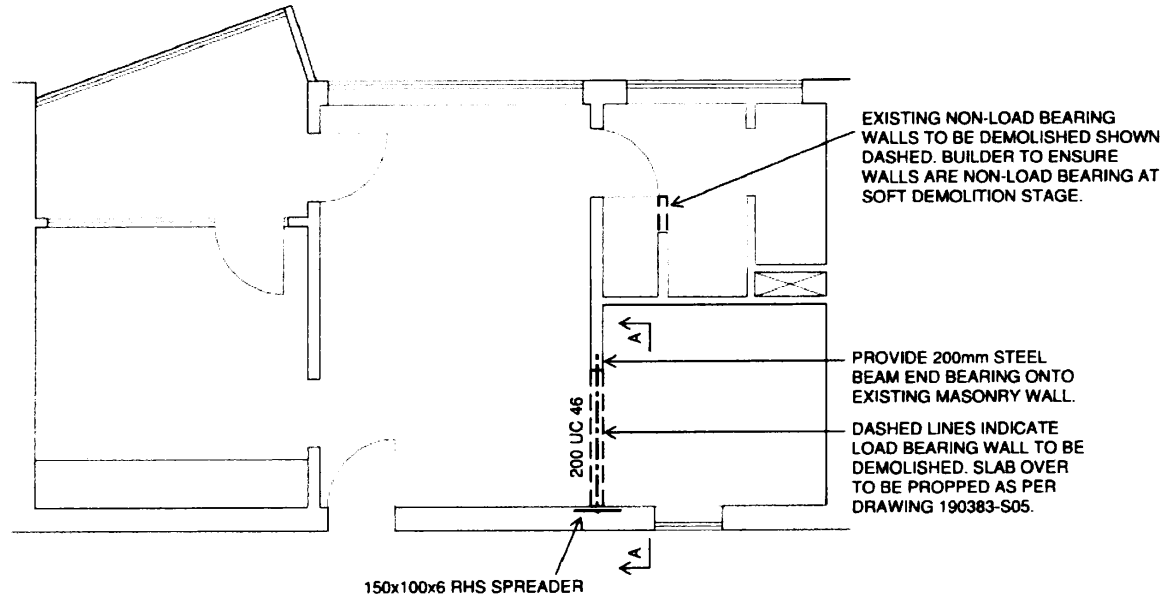
- NOTES:**
1. ALL DIMENSIONS TO BE VERIFIED ON SITE BY BUILDER BEFORE COMMENCING WITH WORK.
 2. FOR GENERAL NOTES REFER TO DRAWING NUMBER: S01.



EXISTING GENERAL ARRANGEMENT
 SCALE 1:50

IF IN DOUBT ASK

AS1		DOCUMENT CERTIFICATION Date: 16/4/19 Stewart McGeedy Director, NB Consulting Engineers		NB Consulting Engineers STRUCTURAL, CIVIL, STORES/WATER, GEOTECHNICAL AND TRANSPORT ENGINEERS Sydney Tel: (02) 9684 7000 Fax: (02) 9684 7444 Suite 201, 111 Market Street, Sydney NSW 2000 Gold Coast Tel: (07) 5511 4141 Unit 1, 17 The Gold Coast Highway, Burleigh Heads QLD 4225 www.nb-engineering.com.au www.nb-engineers.com.au		NO ARCHITECT		UNIT 29, 69 ADDISON ROAD MANLY, NSW 2095		APRIL 2019		OMcK		OMcK	
						JENNIFER SHANLEY		EXISTING GENERAL ARRANGEMENT		190383		S02		A	



- NOTES:**
- ALL DIMENSIONS TO BE VERIFIED ON SITE BY BUILDER BEFORE COMMENCING WITH WORK.
 - FOR GENERAL NOTES REFER TO DRAWING NUMBER: S01.

PROPOSED GENERAL ARRANGEMENT
 SCALE 1:50

B Consulting Engineers

IF IN DOUBT ASK

AS		DOCUMENT CERTIFICATION Date: 30/4/19 Stewart McGeachy B.E./Civl. (Struct) (Principal MB Consulting Engineers)		B Consulting Engineers STRUCTURAL - CIVIL - STORMWATER - REMEDIAL A.C.N. 078 121 876 A.B.N. 24 078 121 876 Sydney Ph: (02) 9984 7000 Fax: (02) 9984 7444 Suite 207, 30 Finner Road, Dawkins NSW 2099 Gold Coast Ph: (07) 5631 4744 Unit B 172E Gold Coast Highway Burleigh Heads QLD 4222 E: mb@bconsulting.com.au W: www.bconsulting.com.au		NO ARCHITECT		UNIT 29, 69 ADDISON ROAD MANLY, NSW 2095		Date: APRIL 2019 Drawn: OMck Check: OMck	
30-04-19 B WALL EXTEN'S REVISED DM DM		10-04-19 A ISSUED FOR CONSTRUCTION DM DM		JENNIFER SHANLEY		Drawing Title: PROPOSED GENERAL ARRANGEMENT		Job No: 190383		Drawing No: S03 Rev: B	
Job	Title	Description	By	Revised							

Special By-Law No. 18 – Authorisation of Bathroom Works (passed 1 September 2021)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the Owner of a Lot shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Removal of the existing fittings and fixtures from the bathroom including but not limited to the toilet, shower, bath and vanity and installation of new fittings and fixtures include the toilet, shower, bath and vanity;
- (b) Removal of the existing floor tiles and wall tiles in the bathroom and installation of new floor and wall tiles and the installation of waterproofing to service the bathroom;
- (c) Preparation of the walls to allow new rendering of the walls (if required) and preparation of the floor to allow screeding (if required) in the bathroom;
- (d) Installation of new pipework in the bathroom to service the new shower/bath configuration;
- (e) Connection to common property water, waste and electrical services to service the bathroom as required;
- (f) Installation of lighting, light switches, new wiring or cabling or power or access points to service the bathroom.

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council or successor;

"Lot" means a lot in Strata Plan No. 10981;

"Owner" means the owner of a Lot;

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

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

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

3. Conditions

3.1 Prior to Undertaking Works

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

- (a) A copy of the plan of works including a diagram showing any new plumbing or pipe works;
- (b) any required approval of Council for the performance of the Works;

(c) certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;

ii. any insurance required in respect of the Works under section 92 of the Home Building Act 1989; and

iii. workers' compensation in accordance with applicable legislation;

(d) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

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

(a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works, ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot and remove all debris from the building resulting from the Works as soon as practicable;

(g) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(h) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(i) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(j) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

(a) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval;

(b) A copy of the warranty of certificate of completion of any waterproofing works having been carried out.

4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

5. Other Rights and Obligations

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

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

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

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner,

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

Special By-Law No. 19 – Authorisation of Building Works in Lot 27 (passed 2 May 2022)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 27 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Removal of 2150 mm wide and 2730 mm high section of the existing double brick (230 mm thick) wall located between the lounge / dining and the kitchen (to create an open plan living space), and retain 650 mm wide double brick nib wall on the external cavity brick wall side;
- (b) Installation and removal of temporary supports as required;
- (c) Installation of two steel beams as a bulkhead directly below the ceiling to support the existing concrete slab of the fourth floor and the superstructure above the proposed opening,

substantially in accordance with the report dated 20 October 2021 prepared by Sydney Wide Engineers, and the quote dated 17 March 2022 prepared by Tony Strati Remedial Building Pty Ltd, both of which are annexed to and forming part of this by-law at Annexure A (the "Plans").

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council and any successor;

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

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

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

3. Conditions

3.1 Prior to Undertaking Works

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

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

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

3.2 Performance of Works

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

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

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

5. Other Rights and Obligations

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

6. Costs

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

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service

of a written notice from the Owners Corporation requiring rectification of that breach ,
then the Owners Corporation may:

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

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

Special By-law 20 – Bike Storage (passed 21 July 2023)

1. Owners and occupiers are permitted to store a bicycle/s in the common property bike rack.
2. Owners and occupiers who store a bicycle/ in the bike rack must comply with this by-law.
3. The purpose of this by-law is to ensure safe, secure and orderly storage of bicycles on the strata plan.
4. Owners and occupiers who wish to store a bicycle must:
 - a. Register their bicycle with the Owners Corporation (which may be via the strata committee and/or strata manager) every twelve months. Registration must include the name of the owner of the bicycle, their contact details, and the make, model and colour of the bike;
 - b. Ensure their bicycle when in the bike rack are kept in a clean and tidy manner;
 - c. Ensure the bicycle is stored in a manner which permits other bikes to be properly stored;
 - d. Ensure the bike rack and bike rack area is kept in a clean and tidy manner;
 - e. Notify the Owners Corporation of any damage to the bike rack or bike rack area within a reasonable time of witnessing any damage.
5. Upon registration of bicycle, the bicycle will be:
 - a. Given by the Owners Corporation a number between 1 and 32;
 - b. given by the Owners Corporation a tag with the bicycle number and lot number of the owner or occupier storing their bicycle
6. Owners and occupiers are responsible to secure their bicycle to the bike rack and the Owners Corporation takes no responsibility for the keeping or storage of a bicycle.
7. Bicycles stored in the bike rack which have not been registered and/or do not display a tag will be removed by the Owners Corporation. Following removal, the owner of the bicycle will be notified by the Owners Corporation. If one month after notice has been given, the owner of the bicycle does not consent to registering the bicycle or claim the bicycle, the Owners Corporation will dispose of the bicycle. For the purpose of this clause, owners and occupiers consent to the Owners Corporation removing and disposing of bicycles from the common property bike rack and bike rack area.
8. Owners and occupiers are responsible to secure their bicycle to the bike rack and indemnify the Owners Corporation against any loss or damage to a bicycle and the Owners Corporation takes no responsibility for the keeping or storage of a bicycle.
9. Bicycles must not be stored on the common property except in accordance with this by-law.

10. Scooters etc. must not be stored on the common property except in accordance within by-law. Scooters etc. may be stored in parking spaces or at the rear of the building. Scooters etc. shall be stored at the owner of the objects' own risk and the Owners Corporation shall not be liable to that object.
11. Activity Craft may be stored in allocated area at the bottom of the rear stairwell. Activity Craft etc shall be stored at the owner of the objects' own risk and the Owners Corporation shall not be liable to that object.
12. and similar vehicles (such as scooters, skateboards etc. powered or otherwise) must not be stored on the common property except for in accordance with this by-law. For clarity, this includes that bicycles and similar vehicles (such as scooters, skateboards etc. powered or otherwise) must not be stored under the stairwell. Any bicycles and similar vehicles (such as scooters, skateboards etc. powered or otherwise) stored on common property will be removed by the Owners Corporation.
13. In this by-law,
 - a. **activity craft** means a surfboard, kyack, paddle board and their accessories and other similar activity craft.
 - b. **bicycle** means a pedal powered or electrically powered bicycle. It does not include a motorbike, scooter (powered or otherwise), skateboard (powered or otherwise) or any other similar vehicle;
 - c. **scooters etc.** means a scooter (powered or otherwise), skateboard (powered or otherwise) or any other similar vehicle. It does not include a motorbike or similar.



A handwritten scribble or signature consisting of several overlapping loops and lines, located in the bottom left corner of the page.

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional
pages to the top left-hand corner.

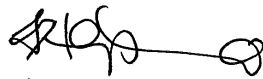
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP10981															
(B) LODGED BY	Document Collection Box	<table border="1"><tr><td>Name</td><td>Paulina Mena</td></tr><tr><td>Company</td><td>Kerin Benson Lawyers</td></tr><tr><td>Address</td><td>Suite 9.01, 46 Market Street Sydney NSW 2000</td></tr><tr><td>E-mail</td><td>paulina@kerinbensonlawyers.com.au</td><td>Contact Number</td><td>0287067060</td></tr><tr><td>Customer Account Number (IF APPLICABLE) Reference</td><td colspan="3">006511</td></tr></table>	Name	Paulina Mena	Company	Kerin Benson Lawyers	Address	Suite 9.01, 46 Market Street Sydney NSW 2000	E-mail	paulina@kerinbensonlawyers.com.au	Contact Number	0287067060	Customer Account Number (IF APPLICABLE) Reference	006511		
Name	Paulina Mena															
Company	Kerin Benson Lawyers															
Address	Suite 9.01, 46 Market Street Sydney NSW 2000															
E-mail	paulina@kerinbensonlawyers.com.au	Contact Number	0287067060													
Customer Account Number (IF APPLICABLE) Reference	006511															
		CODE CH														

- (C) The Owner-Strata Plan No. 10981 certify that a special resolution was passed on 21/7/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 20
Amended by-law No. NOT APPLICABLE
as fully set out below :
Annexure A: Special By-Law 20, as set out at pages 71 to 72.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 10981 was affixed on 31st July 2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : 
Name : Kristina Hopkins
Authority : Managing agent

Signature :
Name :
Authority :

