

SP 75226 - Twin Pines

By-Laws

STRATA SCHEMES REGULATION 1997

Schedule 1 – Model by-Laws. Residential Schemes

1. Noise

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

2. Vehicles

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

3. Obstruction of common property

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

4. Damage to lawns, etc on common property

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

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

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 except with the prior written approval of the owner's corporation.

(2) An approval given by the owner's corporation under subclause (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 to improve safety within the owners lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(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 62, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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.

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.

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 to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

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 or discarded item except with the prior written approval of the owners corporation.

10. Drying of laundry items

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

11. Cleaning windows, etc

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundaries of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12. Storage of inflammable liquids and other substances and materials

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

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

13. Moving furniture and other objects on or through common property

(1) 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 executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

(2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

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.

15 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry conditions and (except in the case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a)
- (e) must not place anything in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16. Keeping of Animals

(1) Subject to section 49 (4), an owner or occupier of a lot must not without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17. Appearance of lot

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18. 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).

19. Provision of amenities or services

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

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

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

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20. Style Guide

To ensure the architectural integrity of the building the original owner, on or about the date of registration of the strata plan, has arranged for the architect for the building to provide to the Owners Corporation a Style Guide relating to the building. The Owners Corporation may from time to time amend the Style Guide.

21. Windows

All window covering of a Lot including louvres, curtains or blinds when viewed from the exterior of the building must be in accordance with the Style Guide.

22. Insect Screens

An owner or occupier may install insect screens which face the exterior of the building so long as the screens are of an identical colour to the adjacent window frame.

23. Balconies

23.1 An owner or occupier must not without the written consent of the Owners Corporation maintain any furniture on the balconies of a Lot unless the furniture complies with the requirements of the Style Guide.

23.2 An owner or occupier must not erect any privacy, sun or other screen on the balcony of a Lot except with the written approval of the Owners Corporation and unless that screen is in accordance with the requirements of the Style Guide.

24. Carspace enclosures

An owner or occupier must not install any gate or door to the carspace relating to a Lot without the prior written consent of the Owners Corporation and unless that gate or door complies with the requirements of the Style Guide.

25. Signage

25.1 An owner or occupier must not erect "for sale", "for lease" or other signage within a Lot that it is visible from the outside of the Lot.

25.2 An owner or occupier must not erect "for sale", "for lease" or other signage on the common property without the written approval of the Owners Corporation. Subject to such approval, any signage must be erected in the garden area situated on the south-western corner of the common property. The owner or occupier must ensure that such signage is erected and removed without damage to the plants and landscaping within that garden area.

Design Note

The fitting out of the building, where it has an impact on the external appearance, should comply with the following design objectives to ensure that the quality and value of the building is preserved.

- The balconies define the outside form of the building. As the balustrades are generally transparent, the appearance of furniture on the balconies can have a significant impact. Anything on the balconies should

maintain the quality and character of the building by being light in construction, framed in aluminum or similar material and simple and tidy in appearance. The use of heavy, dark coloured timber furniture, barbecues etc would be detrimental to the building. Similarly, balconies should not be used for clothes drying or other utility purpose where it is visible.

- For the reasons above, any solar or privacy screening proposed for the balconies should be limited to the ends of the balconies facing other units on the same floor and take the form of the screens used on the southern side of the building. The colour of the fabric and the colour and detail of the guides etc should match the existing blinds in all respects.
- The windows also form a major element of the appearance of the building. The glass tint and framing colour together with the shadowing of the balconies have been designed to create dark shadowed recesses to contrast with the bright color of the concrete frame to the balconies. To preserve this important element, the appearance of the curtains and blinds from the exterior should be as dark as practicable. Fabrics should be mid to dark toned and neutral in color on their external face.

Internally:

- In common areas such as the carpark, where individual owners have private facilities, any additions to the fabric of the building must maintain the features required by Building Code and other Authorities' requirements. They also need to be consistent in appearance for the benefit of all owners. Where approval is obtained for the installation of a garage door on a private parking area, the door and any surrounding structure are to match the color of the existing tilting door, ventilation is to be maintained in the form and area of the existing enclosed garage, and the detailed appearance is to be identical with the existing enclosure and door.

SPECIAL BY – LAW 1 - COMMON PROPERTY MEMORANDUM

Resolved AGM 20.10.18

Owners corporation responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<p>(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after the registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property</p>
<p>2. Ceiling/Roof</p>	<p>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes</p>
<p>3. Electrical</p>	<p>(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot</p>

	<ul style="list-style-type: none"> (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under the <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial ,satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed buy an owner after registration of the strata plan
5. Floor	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner’s responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking/Garage	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by and owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
9. Windows	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement.

<p>1. Balcony & Courtyards</p>	<p>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</p> <p>(b) that part of a tree within the cubic space of a lot</p>
<p>2. Ceiling/Roof</p>	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
<p>3. Electrical</p>	<p>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</p> <p>(b) fuses and fuse boards within the lot and serving only that lot</p> <p>(c) in-sink food waste disposal systems and water filtration systems</p> <p>(d) electrical wiring in non-common property walls within a lot and serving only that lot</p> <p>(e) light fittings, light switches and power point sockets within the lot serving only that lot</p> <p>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</p> <p>(g) telephone, television, internet and cable service and connection sockets</p> <p>(h) intercom handsets serving one lot and associated wiring located within non-common walls</p>
<p>4. Entrance door</p>	<p>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</p> <p>(b) keys, security cards and access passes</p>
<p>5. Floor</p>	<p>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</p> <p>(b) lacquer and staining on surface of floorboards or parquet flooring</p> <p>(c) internal carpeting and floor coverings, unfixed floating floors</p> <p>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</p>
<p>6. General</p>	<p>(a) internal (non-common property) walls</p> <p>(b) paintwork inside the lot (including ceiling and entrance door)</p> <p>(c) built-in wardrobes, cupboards, shelving</p> <p>(d) dishwasher</p> <p>(e) stove</p> <p>(f) washing machine and clothes dryer</p> <p>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</p> <p>(h) internal doors (including door furniture)</p> <p>(i) skirting boards and architraves on non-common property walls</p> <p>(j) tiles and associated waterproofing affixed to non-common property walls</p> <p>(k) letterbox within a lot</p> <p>(l) pavers installed within the lot's boundaries</p> <p>(m) ducting cover or structure covering a service that serves a single lot</p>
<p>7. Parking/Garage</p>	<p>(a) garage door remote controller</p> <p>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</p> <p>(c) light fittings inside the lot where the light is used exclusively for the lot</p> <p>(d) mesh between parking spaces where shown as thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</p>
<p>8. Plumbing</p>	<p>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</p> <p>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</p>

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

SPECIAL BY- LAW 2- STRATA COMMITTEE TO APPROVE MINOR RENOVATIONS
Resolved EGM 17.4.19

Minor Renovations by Owners

Pursuant to **Section 110 (6) (b)** of the *Strata Schemes Management Act 2015* the Owners Corporation of SP 75226 delegate its functions under this section to the strata committee without requiring a general meeting, ensuring adherence to the following parts of Section 110 of the *Strata Schemes Management Act*:

- (2) The approval may be subject to reasonable conditions imposed by the owners corporation and cannot be unreasonably withheld by the owners corporation.
- (3) "**Minor renovations**" include but are not limited to work for the purposes of the following:
 - (a) renovating a kitchen,
 - (b) changing recessed light fittings,
 - (c) installing or replacing wood or other hard floors,
 - (d) installing or replacing wiring or cabling or power or access points,
 - (e) work involving reconfiguring walls,
 - (f) any other work prescribed by the regulations for the purposes of this subsection.
- (4) Before obtaining the approval of the owners corporation, an owner of a lot must give written notice of proposed minor renovations to the owners corporation, including the following:
 - (a) details of the work, including copies of any plans,
 - (b) duration and times of the work,
 - (c) details of the persons carrying out the work, including qualifications to carry out the work,
 - (d) arrangements to manage any resulting rubbish or debris.
- (5) An owner of a lot must ensure that:
 - (a) any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
 - (b) the minor renovations and any repairs are carried out in a competent and proper manner.

The Managing Agent be authorised to affix the common seal of the Owners Corporation in accordance with section 273 of the *Strata Schemes Management Act 2015* on the notification to change to the by-laws and organise lodgment in accordance with section 141 (2) of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

SPECIAL BY-LAW 3 – Lot 21 Works

Resolved AGM 19.10.19

(1) This Common Property Rights By-law (1) confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner, and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) "**Lot**" is lot 21 on the strata scheme.
- (3) "**Owner**" means the owner or owners of the Lot from time to time on strata plan no.75226.

- (4) **“Rights of Exclusive Use”** means the rights to exclusively use part of the common property affected by the Works undertaken by the Owner as shown in the *Development Application Drawings and Specifications* prepared by *RGR Design*, attached to this Common Property Rights By-law and marked **“Annexure A”**.
- (5) **“Cosmetic Works”** means aesthetic works as defined in section 109 of the Act and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.
- (6) **“Minor Renovations”** means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (7) **“Special Privileges”** means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.
- (8) **“Works”** means the alterations and additions, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) as detailed below and in the *Development Application Drawings and Specifications* prepared by *RGR Design*, attached to this Common Property Rights By-law and marked **“Annexure A”**:
- (a) **Demolition/Removal of the existing bedroom one ensuite eastern external wall and part north-eastern corner wall of bedroom one. This change shall be signed off by a Structural Engineer.**
 - (b) **Installation of glazing to the walls removed, including one 2400MM glass and aluminum sliding access door, one 500MM wide double hung window (in bedroom one) with fixed glass end and corner panels to the south eastern corner. All aluminum, glazing, window and door are to match existing. It is noted that no alteration to the current buildings integral support structure is required.**
 - (c) **Construction of one new wet area toilet amenity at the roof balcony level, consisting of a toilet suite and hand wash basin. The new amenity will sit beneath the existing building’s eave line on the southern side of the existing bedroom one ensuite.**
 - (d) **Installation of an externally opening waterproof aluminum and glass doorway to provide access to the proposed new wet area toilet amenity. Cladding of the remaining external walls will match the existing building cladding system. It is noted that no alteration to the current buildings integral support structure is required.**
 - (e) **Modification of the existing bedroom one and bedroom two balcony sliding door sets as shown in the *Development Application Drawings and Specifications* prepared by *RGR Design*. Proposed adjustments to maintain balcony access to bedroom two and provide new balcony access to proposed study/bedroom three.**
 - (f) **Repositioning of the existing bedroom one ensuite (to be relocated in the current laundry site) and renovating the new bedroom one ensuite, including re-tiling walls and floors, re-waterproofing to Australian Standards and installation of new fixtures, fittings and accessories. Existing plumbing connections to be used.**
 - (g) **Installation of new fully functional laundry cupboards to be allocated on both levels one and two of the Lot.**
 - (h) **Installation of three proposed roof skylights. One to serve the proposed new bedroom one ensuite and two above the existing open void area, serving both level one and two on the Lot. It is noted that no alteration to the current buildings integral support structure is required, however the current roof sheeting will necessitate change. This change shall be designed and signed off by a Structural Engineer.**
 - (i) **Removal of the existing stairs from levels ten to eleven and a new steel and timber tread staircase be installed in the same location. The alternate layout will change both current landing positions and will be of a more open appearance.**
 - (j) **Installation of five external electric blinds. Two blinds are proposed to be installed at bedroom one’s eastern glazed wall. Three blinds are proposed on the level ten balcony. The awnings will be LUXAFLEX EVO STC or equal and are to match the existing building colour scheme and glazing elements.**
 - (k) **Installation of a proposed external spa pool at the roof balcony level. The pool will be a Votex Mercury Gypsum Grey 820, five-person seating, 1000 litre capacity with a weight of 1292 KG (full). Dimensions are: 2.0 X 2.0 X 0.92. A Structural Engineer is to confirm that existing structure will not be compromised by the spa installation.**
 - (l) **Installation of ducted air conditioning throughout the Lot. The external unit motor is proposed to sit on the roof top balcony, external of the existing plantroom which is situated between P1 and P2. Sound proofing is to be installed to ensure quiet operation of the unit.**
 - (m) **Refurbishment and replacement of other ground floor bathroom, kitchen, laundry, and floor coverings, including re-waterproofing of wet areas where required and replacement of fixtures, fittings and accessories.**
- (9) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;

- (c) words importing a gender include any gender;
- (d) words defined in the Act have the meaning given to them in the Act; and
- (e) references to legislation includes references to amending and replacing legislation.

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

Grant of Rights of Exclusive Use and Special Privileges

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

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

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

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

Development Application

(14) The Owners Corporation authorises the Strata Managing Agent to affix the common seal of the Owners Corporation on the Development Application to the local authority in respect of the Works to be undertaken on the Lot in accordance with this by-law.

(15) The Owner must provide the Owners Corporation with documentation of any alteration and / or addition to the Works as required by the local authority or any other statutory authority.

Specification of Works

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

- (a) a preliminary report from a structural engineer, certifying that the Works will not affect the structural integrity of the building;
- (b) further specifications of the Works;
- (c) details of the contractor performing the Works; and
- (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

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

Compliance with Codes

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

(19) The Owner performing the Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

General Conditions

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

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
- (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
- (f) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Works

(21) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.

(22) If required by the Owners Corporation, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents:

- (a) a post completion report from a structural engineer, certifying that the Works do not affect the structural integrity of the building, such certification to be in favour of the Owners Corporation;
- (b) a certificate from a waterproofing expert approved by the Owners Corporation, providing a warranty for the waterproofing works undertaken, such certification to be in favour of the Owners Corporation; and
- (c) any other document reasonably required by the Owners Corporation in respect of the Works to be undertaken.

Owner's Enduring Rights and Obligations

Maintenance and Repair

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

- (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
- (b) properly maintain the common property altered by the Works, or which the Works shall be added to, that rights of exclusive use are conferred, in a state of good and serviceable repair, and when necessary renew or statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

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

Liability and Indemnity

(25) The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the Works and common property altered by the Works, or which the Works shall be added;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of use of the Works and common property altered by the Works, or which the Works shall be added; and
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the Works and common property altered by the Works, or which the Works shall be added.

(26) To the extent that **section 106(3)** of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this by-law.

Repair of Damage

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

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

Breach of By-law

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

Costs of this By-Law

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

SPECIAL BY-LAW 4 – Lot 19 Works – Bathroom Renovation

Resolved EGM 19.5.20

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

Defined Terms and Interpretation

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

(3) "**Lot**" is lot 19 on the strata scheme.

(4) "**Owner**" means the owner or owners of the Lot from time to time on strata plan no.75226.

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

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

- (7) **“Special Privileges”** means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.
- (8) **“Works”** means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) to renovate the bathroom as detailed below:
- (a) **Demolish entire bathroom back to framed walls**
 - (b) **Demolish existing tile floor back to existing slab**
 - (c) **Install new plumbing, electrical, and waterproofing to Australian Standards**
 - (d) **Install new tiles to walls and floors (floor to ceiling)**
 - (e) **Install 2 x wall niche (1 in shower and 1 next to vanity)**
 - (f) **Install new fixtures, fittings and accessories, including floating 1200mm vanity with drawers, double towel rail, toilet roll holder, hand towel ring, tile insert floor waste x 2, vanity mixer, shower mixer, rain head wall mount for shower, glass shower enclosure 1m x 1m, 1200mm x 800mm frameless mirror and new rimless toilet**
 - (g) **Install new 90mm cornice and replace skirting opposite bathroom wall due to damage**
- (9) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

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

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Works.
- (13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Works

- (14) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
- (a) further specifications of the Works;
 - (b) details of the contractor performing the Works; and
 - (c) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works

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

Compliance with Codes

- (16) The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner’s servants, agents and contractors.
- (17) The Owner performing the Works must ensure compliance with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

General Conditions

- (18) When performing the Works, the Owner must:
- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.

- (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.
- (f) must only perform the Works when the door between the Lot and the common property is completely closed.
- (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
- (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.
- (i) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Works

- (19) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.
- (20) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:
 - (a) Certification of waterproofing from a duly licensed and insured contractor; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

- (21) The Owner must, at the Owner's expense:
 - (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
 - (b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (22) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (23) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased insurance premiums by the Owners Corporation as a direct result of the Works; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.
- (24) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

Repair of Damage

- (25) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.
- (26) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

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

Costs of this By-Law

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