

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

AN824896

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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/SP52948	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500
	1W	Reference: 2512
		CODE CH

(C) The Owners-Strata Plan No. 52948 certify that a special resolution was passed on 18/10/2018

(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(E) Repealed by-law No. SPECIAL BY-LAWS 6 AND 13

Added by-law No. SPECIAL BY-LAWS 10 AND 12

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Annexure "A"

(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. 52948 was affixed on 26/10/18 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]

Name: Robert Crossbie

Authority: Strata manager

Signature: _____

Name: _____

Authority: _____



By Laws for SP 52948
1-15 Fontenoy Road,
NORTH RYDE NSW 2113

ANNEXURE "A"

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.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle upon common property except with the written approval of the Owners Corporation.

3 Obstruction of Common property

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

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 upon common property; or
- (b) Use for his or her own purpose 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, otherwise damage or deface any structure that forms part of the common property without the approval in writing of the owners corporation.

(2) An approval given by the owners 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 owners 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 62, the owner of a lot must 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.

6 Behaviour of Owners & 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 buildings and must accompany and exercise effective control when children play outside buildings on common property.

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.

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 common property.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing 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.

11 Cleaning Windows and Doors.

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

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

12 Storage of Inflammable Liquids and other Substances & 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.

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 property manager so as to enable the property manager to arrange for its nominee to be present at the time when the owner or occupier does so. Removalists and tradesmen are to access the buildings through the garage and not through the foyers.

14 Floor Coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or is 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.

The Common Seal of the Owners – Strata Plan No. 52948 was affixed on the 26 day of October 2018 in the presence of:

Signature: 

Name: Robert Crossie

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



15 Garbage Disposal

An owner or occupier of a lot must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers and completely drained.

16 Keeping of Animals

An owner or occupier of a lot must not, without the prior approval in writing of the owners' corporation, keep any animal on the lot or the common property. When requesting an animal the owner or occupier is to provide a written request covering where applicable matters to be considered by the owners' corporation namely:

- (1) The number, type and size of the pets
- (2) The number of pets already approved
- (3) Any requirements for the pets to be restricted while travelling over common property,
- (4) A statement of compliance with By Law 1.

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.

18 Notice-board

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

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). Special By-Law 1 – Signs

The owner or occupier of a lot shall not cause any sign whatsoever to be erected within a lot which, when viewed from outside the lot, is visible from another lot, common property or public space.

Special By-Law 1 Signs

"The owner or occupier of a lot shall not cause any sign whatsoever to be erected within a lot which, when viewed from outside the lot, is visible from another lot, common property or public space.

Special By-Law 2 Amenities

The owner occupier of a lot shall ensure that any invitee utilising any common property facilities shall be accompanied at all times by an owner or occupier of a lot.

Special By-Law 3 Lot 3 Window

The Owner for the time being of lot 3 shall be entitled to a special privilege in respect of a common property window dividing the lounge room and the courtyard of the lot for the purpose of removing that section to permit the installation of a sliding door on the following terms and conditions;

- (a) The owner of Lot 3 shall at its sole expense carry out such works and shall be responsible for all future maintenance costs.
- (b) The work must be undertaken in a proper and workmanlike manner by a suitable qualified tradesperson.
- (c) The owner of Lot 3 must obtain any required approvals from Ryde City Council.
- (d) The Owner of Lot 3 shall indemnify, and keep indemnified, the Owners Corporation in respect of all claims, action, costs and expenses whether for injury to persons, or damage to property, arising in any way out of the carrying out of the works and future maintenance and the owner shall at time keep in effect a public risk insurance policy in a sum of not less than \$5,000,000 to cover the owners obligations hereunder.
- (e) If the owner defaults in the performance of any term or condition on this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to him by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an Ordinary Resolution of the Executive Committee of the Owners Corporation.
- (f) The rights and privileges conferred by this By-Law shall be terminated automatically in the event of the Strata Scheme

being varied or terminated pursuant to Sections 50,51 or 51A of the Strata Schemes (freehold Development Act) 1973 as amended.

- (g) The Owner shall reimburse the Owners Corporation on demand for all legal and other costs reasonably incurred in the preparation and registration of this By-Law and in respect of any steps taken by the Owners Corporation to terminate this By-Law under paragraph (g) above."

Special By-Law 4 Satellite Dishes

In addition to the powers, authorities, duties and functions conferred to impose upon the Owners Corporation by the Act and the By-Laws, the Owners Corporation shall have the following additional powers, authorities, duties and functions:

1. The power to acquire and install satellite dishes and associated equipment to the property.
2. The power and duty to repair and maintain and new and replace such equipment as may be necessary from time to time.

Special By-Law 5 Smoking

An owner or occupier and their invitees must not smoke whilst on any enclosed area of common property such locations to include but are not limited to building entrance, lift foyers, lifts, fire stairs, garage area, pool area, etc or smoking anywhere that smoke can drift into other lots causing a nuisance for those residents. Owners or occupiers shall be responsible to take reasonable steps to ensure that their invitees comply with this By-Law.

Special By-Law 6 Control of Excessive Water Usage

1. An owner and/or occupier of a lot must:
 - (a) Ensure that leaking taps and/or cisterns within the lot are promptly repaired to prevent loss of water.
 - (b) Not keep more than one washing machine within their lot space.
 - (c) Not use the washing machine in their lot space for any purpose other than to wash clothing, towels, bedding etc. used by residents of that lot.
2. The Owners Corporation shall by its agents, employees or contractors have the right to enter a lot to inspect the laundry, bathroom and kitchen areas to ensure compliance with this By-Law, after giving the occupier of the lot not less than 7 days' notice. Such notice shall include the date and time on which access is required, and by whom access will be required. Such notice shall be deemed to have been served on the occupier of the lot on the day that it is placed in the letter box associated with the lot.
3. If taps and/or cisterns within an owner's lot are leaking and require rectification, and the owner fails to have the required rectification works carried out within 14 days of being requested to do so in writing by the Owners Corporation, the Owners Corporation shall be entitled to arrange for any necessary rectification work to leaking taps and/or cisterns, and shall be entitled to recover the cost of such rectification works from the lot owner as a debt. For this purpose, the Owners Corporation shall be entitled to access to the lot, in accordance with the method set out in clause 2 above.

Special By-Law 7 Lot 136 and Lot 137 Improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the improvements to be made to the Owner's lot.
 2. The special privileges conferred by this by-law are the rights to alter and use the common property by making improvements that affect the common property.
 3. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) to remove part of the common wall separating the dining and living room areas of Lot 136 and Lot 137, as described in the structural engineering report and drawing prepared by Murdoch & Associates Pty Ltd dated 14 January 2012, annexed to this by-law and marked "A".
 4. The Owners Corporation acknowledges that other aesthetic works are being undertaken by the Owner that do not affect common property and do not require the consent of the Owners Corporation.
 5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
 6. To the extent of any inconsistency with previous by-laws, this by-law prevails.
- Conditions**
7. The Owner must obtain written approval for the Improvements from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to making the improvements.

8. The Owner must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

9. The Owner must submit to the Owners Corporation the following documents relating to the making the Improvements prior to obtaining written approval from the Owners Corporation:

- (a) Plans and drawings;
- (b) Specifications of work; and/or
- (c) Any other documents reasonably required by the Owners Corporation.

10. The Owner must ensure that the Improvement comply with the standards as set out in the Building Code of Australia (BCA) current at the time the documents relating to the making of the Improvements are submitted to Owners Corporation.

Carrying out the Improvements

11. In carrying out the Improvements, the Owner must:

- (a) Transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (b) Protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
- (c) Keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
- (d) Only make the Improvements at the times approved by the Owners Corporation;
- (e) Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) Remove all debris resulting from making the Improvements immediately from the building; and
- (g) Comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements.

12. The Owner must ensure that the Improvements shall be done:

- (a) In a proper and workmanlike manner and by duly licenced contractors; and
- (b) In accordance with the drawings and specifications approved by the local council and the Owners Corporation.

After completing the Improvements

13. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:

- (a) Certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required); and
- (b) Any other document reasonably required by the Owners Corporation.

14. The Owner must, at the Owner's cost:

- (a) Properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
- (b) Properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

15. The Owner may at any time reverse and restore the Improvements made under this by-law to reseparate Lots 136 and 137 in accordance with the conditions applicable to make the Improvements under this by-law.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against all loss and damage suffered by the Owner as a result of making the Improvements including the repair and maintenance of the Improvements and liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Improvements.

17. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements 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 loss and damage is made good.

18. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair the Improvements proposed under this by-law.

19. The Owner must pay the reasonable costs of the Owners Corporation of and incidental to the making and registering of this by-law.

Annexure A

Copy available upon request. Engineer Certificate and plan.

Special By-Law 8 Electronic Delivery of Notices

A document or notice may be served on the Owners Corporation, its Secretary or Strata Committee on the owner of a lot by electronic means only if they have previously given the Owners Corporation an email address for the service of notices. Such a notice is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

A document or notice may be served on the Owners Corporation, its Secretary or Executive Committee by the owner of a lot by electronic means and the document is sent to the strata managers email address. Such a document is deemed to have been served if the sender does not receive an electronic notification of unsuccessful transmission within 24 hours and the owner receives confirmation from the Owners' Corporation that such document has been received.

Special By-Law 9 Control of Common Gas Supply

In addition to the powers, authorities, duties and functions conferred upon the Owners Corporation by the Act and By-laws it shall have the following additional powers, authorities, duties and functions:

1. Enter a lot to inspect the common gas supply to cooking appliances;
2. Determine whether the common gas supply has been tapped for the supply to appliances other than the internal benchtop cooking appliances ("additional appliances").
3. Impose on the owner of those lots in which the common gas supply has been diverted to additional appliances, an annual charge equal to the reasonable estimate usage of gas having regard to the rated gas consumption of the additional appliances; all such estimates to be at the absolute discretion of the Owners Corporation acting reasonably;
4. Determine that such annual charge be a levy for the purposes of enforcing the payment thereof;
5. Vary the annual charge having regard to the cost of gas imposed on the Owners Corporation;
6. Impose a retrospective levy on lots found to have tapped the common gas supply without permission from the Owners Corporation, any such charge to be at the absolute discretion of the Owners Corporation acting reasonably;
7. Continue to bill such levy until confirmation from a licensed gas fitter is received advising that no diversion of gas supply exists within a lot.
8. An owner and/or occupier of a lot must NOT connect an additional appliance to the common gas supply without:
 - a. First notifying the Owners Corporation in writing of the intention to so do;
 - b. Using only the services of a licensed gas fitter as approved by the Owners Corporation to carry out the installation;
 - c. Paying any charge when levied for the consumption of gas determined by the Owners Corporation;
 - d. Be responsible for the maintenance and repair of all fittings, pipe work and appliances attached to the common gas supply other than the gas supply piping to the boundary of the lot.
9. In the event the individual gas meters are installed to each and every lot such the consumption can be billed to each lot on a strictly metered basis the above requirements shall cease to have effect from the date of commencement of such direct billing of gas consumption.

The Chairman noted that this was a slight change in previous policy applied where voluntary reporting of gas appliances had been accepted and the annual fee had remained fixed for many years. This fee was not too low and some measures were necessary to deal with undisclosed use of common gas supply. The conversion of this policy to a by-law is to deal with enforcement.

That the Owners Corporation specially resolves pursuant to Section 136 of the *Strata Schemes Management Act 2015* (NSW) to repeal special by-law 13 and make an additional by-law in the following terms:

Special By-Law 10 Gas, water and sewerage charges for service and supply

Definitions

1. In this by-law:-

- a) Words importing the singular include the plural and vice versa;
- b) Words importing a gender include any gender;

- c) Words defined in the Act have the meaning given to them in that Act.
- d) 'The Act' means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
- e) "Lot" means each respective lot in Strata Plan No. 52498.
- f) "Occupier" means the occupier, lessee or licensee of a Lot.
- g) "Owner" means the registered proprietor of a Lot or the mortgagee in possession of a Lot.
- h) "Service Provider" means any provider of services within or about the scheme, including but not limited to any gas provider.

Background

As at the date of making this by-law, Strata Plan No. 52948 comprises 193 units in four towers and 25 townhouses. Unit owners are individually charged for water and sewerage services. The water supply to units is charged to the Owners Corporation. Unit owners are charged a fee for the supply of gas hot water, calculated by an individual unit meter, and a service charge for hot water per unit. The supply of gas for cooking purposes is charged to the Owners Corporation.

Owners of townhouses pay for services and supply of water, sewerage services, water usage, gas hot water usage and supply, and supply and charges for gas for cooking purposes.

2. On and from 15 February 2018, an owner or occupier of a Lot which is a townhouse in which a gas water heater or bayonet for gas heating has been installed, shall be required to have the gas water heater and gas heater bayonet connected to a separate gas meter relating solely to that Lot, and shall be liable to pay all charges associated with the supply of gas to the gas water heater and gas heater bayonet.

3. On and from 15 February 2018, an owner or occupier of a Lot which is a townhouse in which a gas water heater or bayonet for gas heating has been installed, shall indemnify and keep indemnified the Owners Corporation in respect of all gas service and supply charges associated with the supply of gas to operate the gas water heater or any gas heating appliance connected to a gas bayonet installed in the Lot.

4. On and from 15 February 2018, an owner or occupier of a Lot which is a townhouse in which a gas water heater or bayonet for gas heating has been installed, shall not be required to reimburse the Owners Corporation for any common property gas services or supply, and shall only be liable to pay for the gas service and supply as calculated in accordance with clauses 2 and 3 above,

5. In addition to the powers, duties and functions conferred or imposed on the Owners Corporation by the Act, the Owners Corporation shall have the following powers:

- (a) to determine a fair and equitable method of sharing gas and water charges amongst all Lot owners;
- (b) to refund to townhouse owners, the amounts paid by them to utility suppliers in respect of the Lot, other than the Owners Corporation, for the supply of water and gas, but not including the water and gas service or connection charges, provided that the Owners Corporation shall not be liable to refund any sum to a townhouse owner unless:
 - (i) the owner has paid the relevant invoice due to the gas or water supply provider;
 - (ii) the owner provides to the Owners Corporation within 60 days of payment, evidence of payment of the relevant invoice issued by a gas or water supply provider;
 - (iii) the claim for reimbursement form prescribed by the Owners Corporation from time to time is used by the owner for the purpose of claiming a refund; and
 - (iv) the claim for reimbursement of an amount paid to a gas or water supply provider is made within 60 days of the date on which the amount was payable to the gas or water supply provider.

6. On and from 15 February 2018, an owner or occupier of a Lot which is a townhouse in which a gas water heater or bayonet for gas heating or the use of any other gas appliance has been installed, the owner or occupier shall not be entitled to claim any refund from the Owners Corporation pursuant to clause 5 above.

7. In the event of any dispute about the entitlement of an owner to a refund, pursuant to clause 5, the Strata Committee in its absolute discretion shall determine the amount, if any, of any refund to be paid to the owner.

8. If at any time after the making of this by-law, a Lot has an individual gas or water meter installed to calculate gas and water usage by that Lot, the owner shall cease to be entitled to any refund for gas and water supply by the Owners Corporation on and from the date on which the supply of gas and water is

calculated by an individual meter for the Lot, and the Lot owner shall be liable to pay all charges associated with the supply of gas and water to the Lot based on readings from the Lot gas and water meter and shall indemnify and keep indemnified the Owners Corporation in respect of all gas service and supply charges and water service and supply charges gas to the Lot and shall cease to be liable to reimburse the Owners Corporation for any common property gas services or supply.

Special By-Law 11 Unreasonable Communications

1. Introduction

This by law prohibits You engaging Unreasonable Communications or disseminating or publishing Personal Information.

2. Definitions

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

"Communications" means any communications authored or generated by you or on your behalf and published or sent by you or on your behalf to the Owners Corporation, the Strata Committee (including past and present members of the Strata Committee), the Strata Manager, an Owner or an Occupier in any verbal or written form including telephone calls, notices, emails and letters;

"Lot" means a lot in the Strata Scheme;

"Occupier" means an occupier of a Lot;

"Owner" means an owner of a Lot;

"Owners Corporation" means The Owners – Strata Plan No. 52948;

"Personal Information" means the personal details of an Owner or Occupier including the residential or business address, email address or telephone number of an Owner or Occupier;

"Strata Act" means the *Strata Schemes Management Act 2015* and any regulations made thereunder;

"Strata Committee" means the strata committee of the Owners Corporation from time to time;

"Strata Manager" means the strata managing agent of the Owners Corporation from time to time appointed under the Strata Act;

"Strata Scheme" means the strata scheme based on Strata Plan No. 52948 and any subdivisions thereof;

"Unreasonable Communications" means Communications that are unreasonable due to the content (defamatory, offensive or otherwise), volume, length or duration, or frequency of the Communications; and

"You" means an Owner or Occupier.

3. Interpretation

In this by-law:

- (a) Headings have been inserted for guidance only and do not affect the interpretation of this by-law;
- (b) References to any legislation or like provisions include any legislation or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (c) Words importing the singular number include the plural and vice versa;
- (d) Where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (e) The provisions of this by-law only apply to the extent permitted by law;
- (f) Any provision of this by-law which is held by a court or tribunal to be illegal, invalid or unenforceable shall be severed from the by-law and the remaining provisions shall remain in effect;
- (g) If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. Prohibiting unreasonable communications

4.1 You must not engage in or generate any Unreasonable Communications.

4.2 You must not assist, encourage or cause any other person including another Owner or Occupier to engage in or generate Unreasonable Communications.

5.1 Prohibiting Dissemination of Personal Information

5.1 You must not disseminate or publish via Communications any Personal Information without the prior written consent of the Owner or Occupier to whom the Personal Information relates.

5.2 You must not assist, encourage or cause any other person including another Owner or Occupier to disseminate or publish via Communications any Personal Information without the prior written consent of the Owner or Occupier to whom the Personal Information relates.

Special By-Law 12 General Renovations Protocol
DEFINITIONS

1. In this by-law:-

- a) Words importing the singular include the plural and vice versa;
- b) Words importing a gender include any gender;
- c) "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time;
- d) "The Regulations" means the *Strata Schemes Management Regulations 2016* (NSW) as amended from time to time;
- e) "Common Property" means the common property within Strata Plan No. 52948;
- f) "Owner" means the owner or owners from time to time of a Lot in Strata Plan No. 52948;
- g) "Minor Renovations" has the meaning given to that term in Section 110 of the Act;
- h) "Cosmetic Work" has the meaning given to that term in Section 109 of the Act;
- i) "Major Works" means any works that are not Minor Renovations or Cosmetic Works or otherwise regulated by another By-Law and which includes but is not limited to works which:
 - (i) interfere with the support or shelter provided by a Lot, for another Lot, or for the Common Property;
 - (ii) alter any electrical, plumbing, drainage, gas or other service in or to a Lot;
 - (iii) affect the Common Property by attaching or affixing something to it, adding to it, removing part of it or altering it;
 - (iv) affect the structure of a lot, including but not limited to the removal of or installation of any walls or columns within a Lot; and/or
 - (v) require waterproofing in order to comply with the requirements of the Building Code of Australia.
- (j) "Works" means Minor Renovations and Major Works collectively.

CONDITIONS

Approval to carry out works

2. An Owner may carry out Cosmetic Work without the approval of the Owners Corporation in accordance with Section 109 of the Act.
3. An Owner shall not carry out any Minor Renovations until the Owners Corporation has approved the Minor Renovations by ordinary resolution at a duly convened general meeting, in accordance with the requirements of Section 110 of the Act.
4. An Owner shall not carry out any Major Works until the Owners Corporation has approved the proposed Major Works in writing and the Owner complies with the terms and conditions of this by-law.
5. Any application to the Owners Corporation by an Owner of a Lot for approval to carry out Works, must be in writing and be accompanied by plans and specifications for the Works, details of the proposed dates and times during which the work is to be carried out, means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building while the Works are carried out.
6. If the proposed Works involve the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the Owner shall provide to the Owners Corporation, drawings and certification from a practising structural engineer in favour of the Owners Corporation that the proposed Works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed Works.
7. The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the Owner pursuant to clause 6 of this by-law and to inspect the Works. The Owner shall pay that independent engineer's fees on demand if the second engineer's opinion is that the proposed works will detrimentally affect the structural integrity of the building or any part of it, or that the existing floors, walls, ceilings and roof are not structurally adequate for the purposes of the proposed works. If the second engineer's opinion is the same as the Owners engineer, the Owners Corporation will pay the cost of the second engineer.
8. If the proposed Works involve the installation or replacement of a waterproofing membrane or flashing, the Owner must provide the Owners Corporation with written details of the membrane or flashing to be installed and a warranty to be provided by the manufacturer and installer.

9. If the proposed Works involve the installation of floor coverings or flooring other than carpet ("hard flooring") in a Lot that is directly above another Lot, the Owner must:

- (a) provide the Owners Corporation with a floor plan outlining the proposed location of the hard flooring, identifying where carpet is being replaced by hard flooring;
 - (b) provide the Owners Corporation with details of the proposed acoustic underlay; and
 - (c) ensure that the finished floor has a weighted impact sound level (L_{nt,w} + C1) reading of not more than 62 decibels, in accordance with the requirements of the Building Code of Australia.
10. If the Works will involve the use of jackhammers or percussion instrument tools, the Owner shall provide the Owners Corporation with a dilapidation report as to the condition of the Common Property and each Lot that is immediately adjacent to (above, below or beside) the Owner's Lot, at his own cost, prior to the commencement of the Works, if requested to do so by the Owners Corporation.

11. An Owner shall take all reasonable steps during the course of carrying out the Works to cover Common Property floors, carpets, walls and doors so as to protect them from damage, dust and soiling.

12. An Owner shall not be permitted to install or construct a kitchen, bathroom, or laundry above any part of a bedroom, living room or lounge room of a Lot below.

Repairs and Maintenance

13. 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 106(3) of the Act, 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.

14. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.

15. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

16. Before starting the Works, the Owner must provide the Owners Corporation with:-

- a) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
- b) a copy of any requisite construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979*;
- c) a copy of any requisite certificate of insurance relating to the performance of the Works under Section 92(2) of the *Home Building Act 1989*, if the value of the Works exceeds \$20,000;
- d) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover to a minimum of \$20,000,000 per event, with an insurance office of repute (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); and
- e) 5 days' notice in writing prior to the date of commencement of the Works;
- f) details of the proposed duration and times of the Works;
- g) details of the persons carrying out the Works, including qualifications to carry out the Works;
- h) arrangements to manage any resulting rubbish or debris; and
- i) a bond of \$5,000 or such other amount to be specified by the Strata Committee from time to time, which may be used by the Owners Corporation to rectify any damage caused to the common property, or property of another Owner or occupier in the scheme, as a result of the Works or as a result of a breach of this by-law, in accordance with clauses 24, 25 and 26 below.

Performance of the Works

17. In undertaking the Works, the Owner by himself or herself, his or her agents, servants and contractors must:

- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- (b) comply with all conditions and requirements of the local Council;
- (c) comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
- (d) comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause 7 of this by-law;
- (e) permit the Owners Corporation's independent engineer access to the lot during the course of the Works for the purposes described in clause 7 of this by-law;

- (f) comply with any plans and specifications submitted to the Owners Corporation;
- (g) not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles or debris;
- (h) carry out the Works between 7:30 am and 5:30 pm from Monday to Friday, and between 8:00 am and 1:00 pm on Saturdays (excluding public holidays or such other times as may be precluded by any conditions imposed by the Council or any other competent authority);
- (i) comply with the terms of any approval given by the Owners Corporation under this by-law;
- (j) transport all building materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
- (k) remove all tools, building materials and debris from the Common Property at the end of each day during the course of the Works;
- (l) clean all dirt, dust and debris from Common Property at the end of each day during the course of the Works, and at the conclusion of the Works, to the reasonable satisfaction of the Owners Corporation;
- (m) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins; and
- (n) cause as little inconvenience as reasonably possible to other Owners and occupiers.

After the Works

18. After completion of the Works, the Owner must provide the Owners Corporation with:

- (a) notice that the Works have been completed;
- (b) notice of any damage caused by the Works to any other Lot or common property;
- (c) a copy of any requisite compliance certificate for the Works under Part 4A of the *Environmental Planning & Assessment Act 1979*;
- (d) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works; and
- (e) copies of all membrane and flashing guarantees and warranties.

19. The Owner must exercise any guarantees or warranties provided to him in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage

20. The Owner must repair promptly any damage caused or contributed to by the 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.

Indemnity

21. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Insurance

22. The Owner must apply the proceeds of a claim in respect of insurance referred to in clause 14(c) of this by-law to the repair or completion of the Works, or to reimbursement for their prior repair or completion.


23. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause 14(c) or 14(d) of this by-law.

24. The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the Owner of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.

25. The Owners Corporation must pay any residue of the bond to the Owner within 28 days of receiving written notice from the Owner that the Works have been completed provided no notice of any damage has been received by it as at that date.

26. The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any damage caused by the Works to the property of the Owners Corporation or the owner or occupier of another lot in the strata scheme.

The Common Seal of the Owners – Strata Plan No. 52948 was affixed on the 26 day of October 2018 in the presence of:

Signature: 

Name: Robert Crosbie
Being the person authorised by Section 273 of the Strata Schemes Management Act 2015 to attest to the affixing of the seal.

