

# Registered By-Laws

## **SP47991 – 41 ROCKLANDS ROAD, WOLLSTONECRAFT NSW 2065** **STRATA SCHEMES MANAGEMENT REGULATION 2016 (NSW) SCHEDULE 2 BY-LAWS FOR** **PRE-1996 STRATA SCHEMES**

### **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 on 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 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 without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

### **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 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 the 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 other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

**11 Cleaning Windows and Doors**

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

**12 Storage of Inflammable Liquids and Other Substances and Materials**

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

**13 Moving Furniture and Other Objects on or through Common Property**

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

**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**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**16 Keeping of Animals – REPEALED (AF291758F) – See Special By-Law 10**

**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 - Lot 80 - Exclusive Use of Disabled Car Space (U864913D) – REPEALED (AC929558N)**

**Special By-Law 2 – Parking on Common Property (2190478A) – REPEALED (AC929558N)**

**Special By-Law 3 – Pergola Roofing (AC929558N)**

- (1) Wooden Pergolas installed within certain lots are common property.
- (2) Prior to fitting roofing material to a Pergola ("the Roofing Works"), an owner must first obtain written Owners Corporation approval to the roofing specifications, construction and maintenance ("the Owners Corporation Approval"). The owner will be responsible for:
  - a) obtaining all permits and consents necessary to undertake the Roofing Works;
  - b) ensuring all Roofing Works are undertaken in accordance with the Owners Corporation Approval;
  - c) paying all Roofing Works costs including reimbursing any costs incurred by the Owners Corporation in relation to the Roofing Works; and
  - d) the costs of maintaining and replacing the Roofing Works.
- (3) Where Pergola roofing works have been undertaken without or not in accordance with Owners Corporation Approval, the Owners Corporation may request that the owner remove or rectify the unapproved Pergola roofing works; if the owner fails to abide by such Owners Corporation request the Owners Corporation may remove or rectify the unapproved Pergola roofing works and charge the costs of doing so to the owner.

**Special By-Law 4 – Parking (AC929558N) – REPEALED (AF291758F) – See Special ByLaw 9**

**Special By-Law 5 - Common Property Maintenance Cost (AC929558N)**

The Owners Corporation is responsible for properly maintaining the common property and keeping it in a state of good and serviceable repair.

Where the cost of moving and/or storing any items placed on the common property by the lot owner or occupier leads to increased costs in undertaking the maintenance of the common property, the Owners Corporation may charge these additional costs to the lot owner.

**Special By-Law 6 - Lot 18 Renovations (AC929558N)**

On the conditions set out in this by-law, the owner for the time being of Lot 18 shall have a special privilege in respect of the common property to relocate the lounge and to replace the timber-framed pergola ("the renovations"), and the right of exclusive use and enjoyment of the renovations and associated common property additions and alterations.

**Conditions:**

- 1) Before undertaking the renovations, the owner must obtain from the Owners Corporation its written approval to the renovations including but not limited to specifications, materials, dimensions, location, and work method and quality.
- 2) Before and after undertaking the renovations, the owner must provide the Owners Corporation with all documentation as the Owners Corporation may require including but not limited to certificates, Council consents, indemnifications and insurances.

- 3) The owner may not commence or vary the works except in accordance with the written approval of the Owners Corporation and the Council.
- 4) 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 b2(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for properly maintaining the common property and keeping it in a state of good and serviceable repair.
- 5) The owner must maintain the renovations and associated common property additions and alterations in a state of good and serviceable repair, and must renew or replace them whenever necessary.
- 6) The owner must promptly repair any damage caused or contributed to by the renovations, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme, and the owner must indemnify the Owners Corporation against any liability or cost that would not have been incurred but for the renovations.

**Special By-Law 7 – Lot 18 Renovations (Stage 2) (AE454003H)**

The owner of Lot 18 has the special privilege right to carry out works to the common property adjacent to Lot 18 described in Special By-Law 6.

The Owner of Lot 18 has the Special Privilege to proceed with approved changes to the Owners Corporation Deck Works on the common property deck adjacent to Lot 18 (“the Lot 18 Deck Works”).

**Conditions**

- 1) Before undertaking the Lot 18 Deck Works, the owner must obtain from the Owners Corporation its written approval to the renovations including but not limited to specifications, materials, dimensions, location, and work method and quality.
- 2) Before and after undertaking the Lot 18 Deck Works, the owner must provide the Owners Corporation with all documentation as the Owners Corporation may require including but not limited to certificates, Council consents, indemnifications and insurances.
- 3) The owner may not commence or vary the Lot 18 Deck Works except in accordance with the written approval of the Owners Corporation and the Council.
- 4) Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall, subject to Condition 5, 6 and 7 continue to be responsible for properly maintaining the common property and keeping it in a state of good and serviceable repair with all works undertaken by the Owners Corporation being in accordance with the Owners Corporation’s approved specification for such works at the time the works are to be undertaken.
- 5) The owner must maintain the Lot 18 Deck Works in a state of good and serviceable repair, and must renew or replace them whenever necessary.
- 6) The owner must promptly repair any damage directly caused or directly contributed to by the Lot 18 Deck 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, and the owner must indemnify the Owners Corporation against any liability or cost that would not have been incurred but for the renovations.
- 7) This Special By-law 7 is to be read together with Special By-law 6 registered as dealing number AC929558N.

**Special By-Law 8 – Recovery of Cost (AE454003H)**

**A. DEFINITIONS**

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

“**Lot**” means the Owner’s lot in Strata Scheme 47991.

“**Owner**” means each of the owners for the time being of the lot.

Any term used in this by-law that appears in the ***Strata Schemes Management Act 1996*** (“Act”), has the same meaning as in the Act.

Headings are included for convenience only and do not affect the meaning of the clause.

**B. TERMS**

In the event the Owners Corporation:

1. affects work to remedy damage to common property caused by an Owner or an Owner’s occupier, visitors to the Owner’s Lot or persons carrying out work on the Lot: or,

2. incurs service charges from the Strata Managing Agent, or any other third party service provider, arising from an Owner or an Owner's occupier or visitors to the Owners Lot not discharging responsibilities attributable to the Owner as a result of ownership of the Lot resulting in costs being invoiced to and paid by the Owners Corporation ("invoiced costs"), the Owners Corporation may:
3. include the value of those invoiced costs in notices for that Owner's administrative fund or sinking fund contributions; and after having given that owner such notice of the invoiced costs. Recover the invoiced costs as a debt, due and payable to the Owners Corporation and which, if unpaid within one months of being included in notices for the Owner's administrative or sinking fund contributions, will bear simple interest at the rate of ten percent (10%) per annum until paid.

**Special By-Law 9 – Parking (AF291758F)**

- i) Special By-law 4 Parking is repealed
- ii) An owner or occupier of a lot shall not park or stand a motor or other vehicle upon the Visitor Parking Areas at any time (except with the prior written consent of the Owners Corporation)
- iii) An owner or occupier of a lot shall not park or stand a motor or other vehicle upon common property at any time (except with prior written consent of the Owners Corporation)
- iv) An owner or occupier of a lot shall not permit invitees to park or stand a motor or other vehicle upon the Visitor Parking Area for a period exceeding 48 hours (except with the prior written consent of the Owners Corporation)
- v) An owner or occupier of a lot shall not permit invitees to park or stand a motor or other vehicle upon the Visitor Parking Area for more than four occasions in any seven day period (except with the prior written consent of the Owners Corporation)
- vi) An owner or occupier of a lot shall not permit an invitee to park or stand a motor or other vehicle upon common property at any time (except with prior written consent of the Owners Corporation)
- vii) The Owners Corporation shall have the power and authority to suspend and/or restrict owner and occupier rights to utilise vehicular access to the common property driveways and Visitor Parking Areas: the power and authority may be utilised as a consequence of a breach of this Special by-law 9, or for any other reason where such suspension and/or restriction would assist effective common property management.

**A. Definitions**

- i) In this by-law, the following terms are defined to mean:  
**"Visitor Parking Areas"** means all the common property visitor parking spaces in Strata Scheme 47991.
- ii) Where any terms in this by-law are defined in the Strata Schemes Management Act 1996 they will have the same meaning as those words are attributed under that Act.

**Special By-Law 10 – Keeping of Animals (AF291758F)**

- i. By-law 16 is repealed
- ii. 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.
- iii. The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property provided that the animal in question does not disturb the other owners or occupiers of any Lots.
- iv. The pet owner will keep the animal within their Lot.
- v. The animal/s are not permitted to be on Common Property at any time other than to enter or exit Pacific Park from their owners lot and the animals must be on an appropriate restraint (lead or similar).
- vi. Any injury to person/s caused by the animal while it is moving through Common Property is the sole responsibility of the owner and not the Owners Corporation.
- vii. The owner must take all actions necessary to prevent the animal soiling their lot and the Common Property (including gardens and courtyards) and must immediately clean any of these areas soiled by the animal.
- viii. Animal excreta must not be dumped in the rubbish disposal chutes within the building.
- ix. Animal excreta must be double wrapped in plastic bags, sealed and placed in the large dumper bins in the main garbage area.
- x. "Kitty litter" must not be flushed down the sewage system.

- xi. The owner of the animal will be required to sign a written approval of the Owners Corporation upon the application through the Owners Corporation's managing agents agreeing to the terms of this by-law.
- xii. The Owners Corporation has a power to revoke any approval to house an animal should the owner breach any of the terms of this by-law.

**Special By-Law 11 – Smoking (AG884290B)**

An Owner or Occupier of a Lot and a Visitor of their Lot must not:

1. smoke on the common property;
2. deposit any smoking paraphernalia including cigarettes, matches, or ash on the common property;
3. permit cigarette smoke to escape from the lot onto another lot such that it is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**Special By-Law 12 – Service of Documents by Electronic Means on Owner of Lot by Owners Corporation (AI350129N)**

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

**Special By-Law 13 – Works for Lot 155 (AJ817873E)**

By-law to authorise the owner of Lot 155 to add to, alter and erect new structures on the common property and exclusive use

**PART 1 - DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 155 in strata scheme 47991.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.47991.
- (f) **Works** means:
  - (i) the works as set out in the report prepared by D O'Brien Engineering Services Pty Ltd dated 22 May 2014 and plans numbered 14086-S1 prepared by D O'Brien Engineering Services dated 23 May 2014 and attached to this by-law;
  - (ii) the removal and installation of tiles, waterproof membrane and associated works in the kitchen; and
  - (iii) the installation of a colourbond roof to cover the existing pergola in a colour matching the existing roof of the scheme and the installation of a false ceiling and down lights in the pergola.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

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

**PART 2 - GRANT OF RIGHT**

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

### **PART 3 - CONDITIONS**

#### **PART 3.1 - Before Commencement**

- 3.1 Before commencement of the Works the Owner must:
  - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
  - (c) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building.

#### **PART 3.2 - During Construction**

- 3.2 Whilst the Works are in progress the Owner must:
  - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
  - (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
  - (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

#### **PART 3.3 - After Construction**

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
  - (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
  - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
  - (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

#### **PART 3.4 - Enduring Rights and Obligations**

- 3.4 The Owner:
  - (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
  - (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
  - (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
  - (d) remains liable for any damage to lot or common property arising out of the Works;
  - (e) must make good any damage to lot or common property arising out of the Works;
  - (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
  - (g) must pay the Owners Corporation's reasonable costs in registering this by-law.

1

**D. O'BRIEN ENGINEERING SERVICES PTY. LTD.**Structural Engineers

A.C.N. 000 526 876 A.B.N. 46 000 526 876

Suite 6 / 319 Condamine St  
MANLY VALE 2093Post to: P.O. Box 326  
MANLY 1655

Phone: (02) 9907 6947

Fax: (02) 9907 6948

Mobile: 0412 971 107

Email: [dobrieneng@optusnet.com.au](mailto:dobrieneng@optusnet.com.au)Mr Robert Lynch  
Unit 155/41 Rocklands Rd  
Wollstonecraft NSW 2065

22/05/14

Ref: let 14086

Dear Sir

RE: Unit 155/41 Rocklands Rd Wollstonecraft NSW  
Beams over Proposed Wall Openings

A site inspection was made on 13<sup>th</sup> of May 2014 at Unit 155/41 Rocklands Rd Wollstonecraft. The locations of the proposed wall openings in the kitchen area of the unit were inspected. Unit 155 is located on the top level in a low-rise unit block and has three habitable floors and flat roof over. The units have concrete slabs that are supported on load-bearing masonry brick walls.

The first proposed opening is to remove the wall between the kitchen and the living room to make an opening width of 4.6m approximately. A new steel beam and a new post are required over this new wall opening. The second opening is to make a new side doorway to the kitchen approximately 1.6m wide. A new steel lintel is required over this opening. The laundry wall off the kitchen is to be removed, but requires no additional support.

Specifications & Work Method Statement

1. Refer to the attached drawing 14086/S1 for beam installation details.
2. Prop the slab over at each side of the proposed openings with 3 temporary props each side of the wall.
3. Carefully demolish the sections of brickwork to accommodate the installation of column S1 and beams B1 and B2 as required.
4. Install new post S1-90 x 90 x 6 SHS and beam B2 – 2/200pfc. Bear the beam on the outside wall on bearing plate, 250 x 100 x 10. Bolt the beams with M20 at 500 cts.
5. Install a steel lintel beam B1, 180PFC with 150mm bearing over the end wall of the kitchen.
6. Pack non-shrink grout at the beam bearing points and between the top of the beams and slab over.
7. Add fire rating to beams and post to BCA requirements.
8. Make the brick masonry good at the sides of the new openings and under the bearing points of the new beam.



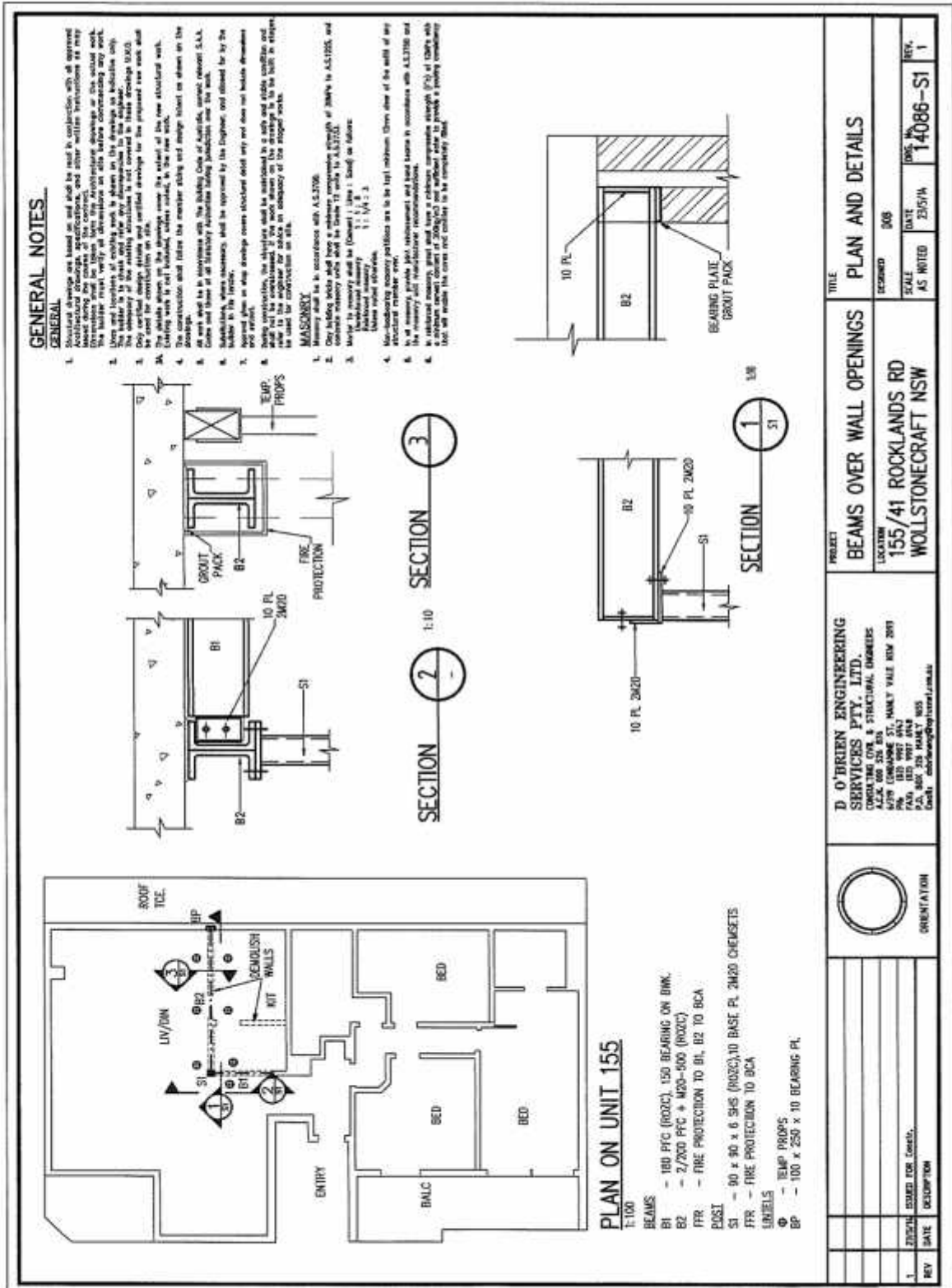
2

9. Make the brick render good and paint to match the existing finishes.
10. All work to be in accordance with the relevant Australian Standards including AS 3700(Masonry Code), AS 4100 (Steel Code), AS 3600 (Concrete Code) and AS 1170.1 (Loading Lode).
11. Refer to the attached drawing 14086/S1 for beam installation details.

The proposed wall openings in the kitchen at Unit 155/41 Rocklands Rd Wollstonecraft can be made without affecting the structural integrity of the building providing the work method statement and the specifications are carried out and the correct post and beam sizes are installed.

Yours sincerely

Dermot O'Brien B E, M I E Aust, C P Eng.



TITLE		PLAN AND DETAILS	
PROJECT		BEAMS OVER WALL OPENINGS	JOB
SCALE	DATE	AS NOTED	23/5/14
D. O'BRIEN ENGINEERING SERVICES PTY. LTD. CONSULTING ENGINEERS 4/179 CONNOR ST, HAWLEY VALE NSW 2015 PH: (02) 9371 0414 FAX: (02) 9371 0415 Email: doebrien@optusnet.com.au		155/41 ROCKLANDS RD WOLLSTONECRAFT NSW	
ORIENTATION		14086-S1	
REV	DATE	DESCRIPTION	
1.	23/05/14	ISSUED FOR CONSTRUCTION	

**Special By-Law 14 - Works for Lot 21 (AJ817873E)****PART 1 - GRANT OF RIGHT**

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

**PART 2 - DEFINITIONS & INTERPRETATION****1.1 Definitions**

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 41 Rocklands Road, Wollstonecraft 2065.
- (d) **Insurance** means:
  - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
  - (ii) insurance required under the *Home Building Act 1989* (if any); and
  - (iii) workers' compensation insurance.
- (e) **Lot** means lot 21 in strata plan 47991.
- (f) **Owner** mean(s) the owner(s) of the Lot.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, removal, repair, maintenance and replacement (if necessary), of:
  - (a) remove:
    - (i) existing window;
    - (ii) remove external wall below window; and
    - (iii) internal wall;
  - (b) install:
    - (i) new door; and
    - (ii) new window frame and glass;together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

**1.2 Interpretation**

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

**PART 3 - CONDITIONS****1.3 Prior to commencement of the Works**

Prior to the commencement of the Works, the Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (b) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- (c) effect and maintain Insurance and provide a copy to the owners corporation;
- (d) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- (e) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

#### 1.4 Notice

- (a) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the strata manager regarding:
- (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
  - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

#### 1.5 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (f) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (g) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (h) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works without first obtaining the consent in writing of the owners corporation.

#### 1.6 After installation of the Works

1.6.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the owners corporation that the installation of the Works has been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (e) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

1.6.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

#### 1.7 Statutory and other requirements

1.7.1 The Owner must:

- (a) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (b) ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (c) comply with the provisions of the *Home Building Act 1989*.

1.7.2 The Works must:

- (a) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and

- (b) comprise materials that are good and suitable for the purpose for which they are used and must be new.

### **1.8 Enduring rights and obligations**

1.8.1 The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Works;
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and
- (f) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated.

### **1.9 Failure to comply with this by-law**

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order.

### **1.10 Ownership of Works**

The Works will always remain the property of the Owner.

### **1.11 Applicability**

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

## **ANNEXURE A**

### **Scope of Works**

1. Remove existing window.
2. Remove left half of external wall viewed from outside.
3. Install weather hob and door in space on left half viewed from outside.
4. Install window in existing space on right side of wall viewed from outside.
5. Remove internal wardrobe end stub wall.
6. Shift the existing door in line with the corresponding door opening.

All replacement external frames are to be of similar type and colour as those already existent in the courtyard area.