

Form: 15CH
Release: 2.1

CONSOLIDATION/ CHANGE OF BY-LAWS

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



AP172685W

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/SP17168	
(B) LODGED BY	Document Collection Box 1592	Name, Address or DX, Telephone, and Customer Account Number if any SSA 1314320
	Reference: JE-SP17168	CODE CH

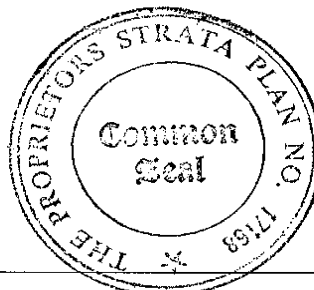
- (C) The Owners-Strata Plan No. 17168 certify that a special resolution was passed on 14/3/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. SPECIAL BY LAW 6
 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 "B"
- (G) The seal of The Owners-Strata Plan No. 17168 was affixed on 5th April, 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]
 Name: Joanne Jay
 Authority: STRATA MANAGER

Signature: _____
 Name: _____
 Authority: _____



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Special By-Law 6 - Works for Lot 3

GRANT OF RIGHT

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.

DEFINITIONS & INTERPRETATION

Definitions

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

- (a) Act** means the *Strata Schemes Management Act 2015*.
- (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 The Breakers Forster, 27-29 Head Street NSW 2428.
- (d) Insurance** means:
 - (e)** contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (f)** insurance required under the *Home Building Act 1989* (if any); and
 - (g)** workers' compensation insurance.
- (h) Lot** means lot 3 in strata plan 17168.
- (i) Owner** mean(s) the owner(s) of the Lot.
- (j) Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - (i) Bathroom renovations:
 - a. Renovate existing bathroom
 - b. Remove a portion of wall in bedroom to install an en-suite
 - c. Remove and replace existing flooring and fittings
 - d. Install a bath, toilet and relocate vanity in the main bathroom
 - e. The Installation of waterproof membranes to renovated bathroom and ensuite.
 - f. Install new tiles and fittings to the bathrooms



(ii) ancillary works to the above

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted in accordance with the specifications noted and the provisions of this by-law.

2.2 Interpretation

2.2.1 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

3.1 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 twenty-four (24) 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).

3.2 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners' Corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and
- (b) 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 Owners' 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.

3.3 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 National Construction Code 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 8:00am and 5:30pm Monday-Friday or between 8:00am and 12 midday on Saturday or such other times reasonably approved by the owner's corporation;
- (f) transport all construction materials, equipment and debris as reasonably directed by the owner's 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;
- (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.

3.4 After installation of the Works

3.4.1 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) Provide a Waterproofing Certificate of the wet areas.
- (c) 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;

- (d) provide the Owners' Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (e) provide (if required) the Owners' Corporation with certification from a suitably qualified engineer(s) approved by the Owners' Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (f) 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
- (g) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners' Corporation to assess compliance with this by-law or any consents provided under this by-law.

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

3.5 Statutory and other requirements

- 3.5.1 The Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.
- 3.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- 3.5.3 The Owner must ensure that the work will be done in accordance with, and will comply with, the Home Building Act 1989 or any other law.
- 3.5.4 The Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.
- 3.5.5 The Owner must ensure that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.
- 3.5.6 The Owner must ensure that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.



3.6 Enduring rights and obligations

3.6.1 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.

3.7 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.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 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.



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STRATA PLAN 17168 "THE BREAKERS" CONSOLIDATED BY-LAWS – APRIL 2019

By-Law 1 - Noise

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

Note: This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 2 - Vehicles

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

Note: This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 3 - Obstruction of common property

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

Note: This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

Note: This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 5 - Damage to common property

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

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



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

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

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

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

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

Note: This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 6 - Behaviour of owners and occupiers

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

Note: This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

Note: This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 8 - Behaviour of invitees

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



Note: This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

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

Note: This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 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.

Note: This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 11 - Cleaning windows and doors

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

Note: This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

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

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

Note: This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to



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

Note: This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 14 - Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note: This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 15 - Garbage disposal

An owner or occupier of a lot:

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

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

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

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

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

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

Note: This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 16 - Keeping of animals

Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

Note: This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 17 - Appearance of lot

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

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

Note: This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

By-Law 18 - Notice board

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

Note: This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

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

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

By-Law 20 - Exclusive Use of Doors, Windows and Flyscreens etc

The Owner/s for the time being of each Lot within the Strata Scheme No. 17168 shall be entitled to the exclusive use of: -

1. All doors, windows and flyscreens within his/her lot; and
2. All locks, latches and catches on all doors and windows within his lot;

And each Owner shall be individually responsible for the repair or replacement of these items, but should an Owner fail in his duty to properly maintain these items the Owners Corporation shall hereby be authorised, after giving written notice to the Owner, to enter the Lot to carry out the repair and to charge the cost of the repair to the Owner of that Lot.

Special By-Law No 1 - Not Utilised

Special By-Law No 2 - Air Conditioning

(1) All air conditioning units installed prior to the registration of this By-Law shall be the responsibility of the proprietor of the lot in which the air-conditioning unit is installed and that all repairs and maintenance of the air-conditioning units shall be at the cost of that proprietor current and future.



- (2) All air conditioning units installed after the registration date of this By-Law shall be installed in accordance with the following:
- (a) Consent must be given in writing from the Owners Corporation.
 - (b) Any air conditioning unit so approved must be installed wholly within the lot in a workmanlike manner by a suitably qualified and licensed trades people at the cost of the registered proprietor.
 - (c) That the cost of ongoing maintenance of the system be the responsibility of the proprietor of the lot current and future.
 - (d) That any building problem resulting from the installation of the air conditioning unit be the responsibility of the proprietor of the lot current and future and that the Owners Corporation be authorised to take steps to carry out all work necessary to perform this obligation if that proprietor fails to comply with this By-Law and that any relevant costs be recovered from the proprietor of the concerned lot.
 - (e) That the noise level be properly and regularly maintained by the proprietor of the lot current and future so it is not to exceed the manufacturers specifications or council requirements.
 - (f) That the condensed water be captured and drained into the drainage system and disposed of accordingly.

Special By-Law No 3 Works for Lot 15

GRANT OF RIGHT

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.

DEFINITIONS & INTERPRETATION

2.1 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 The Breakers Forster, 27-29 Head Street NSW 2428.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.



- (e) **Lot** means lot 15 in strata plan 17168.
- (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, repair, maintenance and replacement (if necessary), of:
- i. **Bathrooms and kitchen:**
 - remove existing kitchen and install new kitchen
 - remove existing bathrooms and install new bathrooms
 - remove existing flooring and fittings
 - install new tiles and fittings to the bathrooms and kitchen
 - extend archway opening to kitchen by approximately 2 metres in width
 - ii. **Between dining and living rooms**
 - remove existing brick wall
 - install steel beam to replace brick wall
 - iii. **ancillary works to the above**

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted in accordance with the specifications attached to this by-law and marked "A", and the provisions of this by-law.

2.2 Interpretation

2.2.1 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.

CONDITIONS

3.1 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 twenty-four (24) 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).
- (f) Register with Pegasus Contractor Management system used by BCS Strata Management Pty Ltd.

3.2 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the owners corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and
- (b) 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.

3.3 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 National Construction Code 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) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- (g) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (h) 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;
- (i) 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;
- (j) 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
- (k) not vary the Works without first obtaining the consent in writing of the owners corporation.



3.4 After installation of the Works

- 3.4.1 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 installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
 - (e) 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
 - (f) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.
- 3.4.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.5 Statutory and other requirements

- 3.5.1 The Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.
- 3.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- 3.5.3 The Owner must ensure that the work will be done in accordance with, and will comply with, the *Home Building Act 1989* or any other law.
- 3.5.4 The Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.
- 3.5.5 The Owner must ensure that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.
- 3.5.6 The Owner must ensure that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.

3.6 Enduring rights and obligations

- 3.6.1 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.

3.7 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.

Ownership of Works

The Works will always remain the property of the Owner.

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.

Special By-Law 4 - Works for Lot 9

GRANT OF RIGHT

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.

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (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 The Breakers Forster, 27-29 Head Street NSW 2428.
- (d) **Insurance** means:



- (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) **workers'** compensation insurance.
- (e) **Lot** means lot 9 in strata plan 17168.
- (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, repair, maintenance and replacement (if necessary), of:
- 1. Bathrooms and kitchen:
 - Renovate/remove existing kitchen and install new kitchen
 - Renovate/remove existing bathrooms and install new bathrooms
 - remove existing flooring and fittings
 - The Installation of waterproof membranes to renovated bathrooms.
 - install new tiles and fittings to the bathrooms and kitchen
 - extend archway opening to kitchen by approximately 3 metres in width
 - 2. Between dining and living rooms
 - remove existing brick wall
 - install supporting steel beam and posts to replace brick wall
 - Install new tiles and carpet.
 - 3. Ancillary works to the above

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted in accordance with the specifications noted and the provisions of this by-law.

2.2 Interpretation

2.2.1 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

3.1 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 twenty-four (24) 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).

3.2 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the owners corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and
- (b) 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.

3.3 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 National Construction Code 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 8:00am and 5:30pm Monday-Friday or between 8:00am 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.

3.4 After installation of the Works

- 3.4.1 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 installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
 - (e) 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
 - (f) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.
- 3.4.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.5 Statutory and other requirements

- 3.5.1 The Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.
- 3.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- 3.5.3 The Owner must ensure that the work will be done in accordance with, and will comply with, the Home Building Act 1989 or any other law.
- 3.5.4 The Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.
- 3.5.5 The Owner must ensure that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.
- 3.5.6 The Owner must ensure that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.

3.6 Enduring rights and obligations

- 3.6.1 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;

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- (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.

3.7 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.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 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.

Special By-Law 5 - Works for Lot 5

GRANT OF RIGHT

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.

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (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 The Breakers Forster, 27-29 Head Street NSW 2428.
- (d) **Insurance** means:
 - (e) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (f) insurance required under the *Home Building Act 1989* (if any); and
 - (g) **workers'** compensation insurance.
- (h) **Lot** means lot 5 in strata plan 17168.



(i) **Owner** mean(s) the owner(s) of the Lot.

(j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:

(i) Bathrooms and kitchen:

- Renovate/remove existing kitchen and install new kitchen
- Renovate/remove existing bathrooms and install new bathrooms
- remove existing flooring and fittings
- The Installation of waterproof membranes to renovated bathrooms.
- install new tiles and fittings to the bathrooms and kitchen
- extend archway opening to kitchen by approximately 3 metres in width

(ii) Between dining and living rooms

- remove existing brick wall
- install supporting steel beam and posts to replace brick wall
- Install new tiles and carpet.

(iii) ancillary works to the above

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted in accordance with the specifications noted and the provisions of this by-law.

2.2 Interpretation

2.2.1 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

3.1 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

- twenty-four (24) 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).

3.2 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the owners corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and
- (b) 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.

3.3 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 National Construction Code 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:-00am and 5:30pm Monday-Friday or between 8:00am 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.

3.4 After installation of the Works

3.4.1 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 installation or works required to rectify

any damage to lot or common property have been completed in accordance with the terms of this by-law;

- (e) 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
- (f) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

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

3.5 Statutory and other requirements

- 3.5.1 The Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.
- 3.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- 3.5.3 The Owner must ensure that the work will be done in accordance with, and will comply with, the Home Building Act 1989 or any other law.
- 3.5.4 The Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.
- 3.5.5 The Owner must ensure that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.
- 3.5.6 The Owner must ensure that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.

3.6 Enduring rights and obligations

- 3.6.1 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.

3.7 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.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 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.

Special By-Law 6 - Works for Lot 3

GRANT OF RIGHT

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.

DEFINITIONS & INTERPRETATION

Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (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 The Breakers Forster, 27-29 Head Street NSW 2428.
- (d) **Insurance** means:
 - (e) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (f) insurance required under the *Home Building Act 1989* (if any); and
 - (g) **workers'** compensation insurance.
- (h) **Lot** means lot 3 in strata plan 17168.
- (i) **Owner** mean(s) the owner(s) of the Lot.
- (j) **Works** means the works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary), of:
 - (i) Bathroom renovations:
 - a. Renovate existing bathroom
 - b. Remove a portion of wall in bedroom to install an en-suite
 - c. Remove and replace existing flooring and fittings
 - d. Install a bath, toilet and relocate vanity in the main bathroom
 - e. The Installation of waterproof membranes to renovated bathroom and ensuite.

- f. Install new tiles and fittings to the bathrooms
- (ii) ancillary works to the above

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted in accordance with the specifications noted and the provisions of this by-law.

2.2 Interpretation

2.2.1 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

3.1 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 twenty-four (24) 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).

3.2 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners' Corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and
- (b) 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 Owners' 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.

3.3 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 National Construction Code 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 8:00am and 5:30pm Monday-Friday or between 8:00am and 12 midday on Saturday or such other times reasonably approved by the owner's corporation;
- (f) transport all construction materials, equipment and debris as reasonably directed by the owner's 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;
- (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.

3.4 After installation of the Works

- 3.4.1 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) Provide a Waterproofing Certificate of the wet areas.
 - (c) 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;
 - (d) provide the Owners' Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
 - (e) provide (if required) the Owners' Corporation with certification from a suitably qualified engineer(s) approved by the Owners' Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
 - (f) 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
 - (g) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners' Corporation to assess compliance with this by-law or any consents provided under this by-law.
- 3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.5 Statutory and other requirements

- 3.5.1 The Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.
- 3.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- 3.5.3 The Owner must ensure that the work will be done in accordance with, and will comply with, the Home Building Act 1989 or any other law.
- 3.5.4 The Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.
- 3.5.5 The Owner must ensure that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling.
- 3.5.6 The Owner must ensure that the work and any materials used in doing the work will be reasonably fit for



the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.

3.6 Enduring rights and obligations

3.6.1 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.

3.7 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.

3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 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.



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Approved Form 10

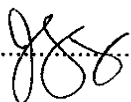
Created 2016 Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

that the initial period has expired.

The seal of The Owners - Strata Plan No. 17168 was affixed on 5th April, 2019

in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Jane J. Authority: Strata Manager

