

By-Laws

Plan 1648

114 Spit Road
Mosman NSW 2088

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By-Law 1 Noise

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

By-Law 2 Vehicles

A proprietor 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 body corporate nor shall he drive or permit to be driven on common property any vehicle with a registered unladen weight in excess of 2 tonnes.

By-Law 3 Obstruction of common property

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

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

An owner or occupier of a lot must not:

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

By-Law 5 Damage to common property

1. A proprietor or occupier of a lot shall 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 body corporate, but this by law does not prevent a proprietor or person authorised by him from installing -
 - a. any locking or other safety device for protection of his lot against intruders, or
 - b. any screen or other device to prevent entry of animals or insects upon the lot,
 - c. or, any exhaust fan to his kitchen and/or bathroom window.
 - d. or, any clear perspex sheeting to the inside of his balcony railing.

Subject to the locking or safety device or the screen or other device, as the case may be, being installed in a workmanlike manner and subject to its appearance, after it has been installed, being in keeping with the appearance of the rest of the building.

2. Notwithstanding section 68(1)(b), the proprietor of a lot shall maintain and keep in a state of good and serviceable repair any installation referred to in subclause (1) that services the lot.

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By-Law 6 **Behaviour of owners and occupiers**

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

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

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

By-Law 8 **Behaviour of invitees**

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

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

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

By-Law 10 **Drying of laundry items**

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.

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.

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By-Law 12

Storage of inflammable liquids and other substances and materials

A proprietor or occupier of a lot shall not, except with the approval in writing of the body corporate, use or store upon his lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine, nor shall he allow stains caused by droppings of inflammable material or grease to remain on the floor of his garage or carport.

By-Law 13

Moving furniture and other objects on or through common property

REPEALED

By-Law 14

Floor coverings

A proprietor of a lot shall ensure that all floor space within his lot (other than that comprising a kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor or occupier of another lot, parquetry type flooring being inadequate for the prevention of noise transmission.

By-Law 15

Garbage disposal

A proprietor or occupier of a lot:

- a. shall maintain within his lot, in clean and dry condition and adequately covered, a receptacle for garbage;
- b. shall ensure that before refuse is placed in the incinerator chute it is securely wrapped and that tins and other containers are completely drained;
- c. shall not drop down the incinerator chute any glass bottles, glass jars, pressure packs, nor any large article which is likely to block the flue;
- d. shall place glass bottles, glass jars, other glass objects, and pressure packs in the bin provided for such articles on each landing;
- e. shall take cartons and other large articles to the incinerator room on the lower ground floor, and not leave them on landings because of fire risk;
- f. shall promptly remove anything which he has dropped or spilled on the landing and shall take such action as is necessary to clean the area.

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By-Law 16 **Keeping of animals**

Repealed by Special by-law 13

By-Law 17 **Appearance of lot**

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

By-Law 18 **Notice-board**

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

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

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

By-Law 28 **Laundry facilities**

A proprietor or occupier of a lot shall not use the common laundry facilities between the hours of 10 p.m. and 7 a.m. nor shall machines be overloaded; and after use lint must be removed from the clothes dryer and the laundry left in a clean and tidy condition.

By-Law 29 **Plumbing facilities**

A proprietor or occupier of a lot shall misuse lavatories, basins, baths or other plumbing facilities nor deposit unsuitable materials therein, and he shall bear the cost of any repairs as a result of such misuse.

By-Law 30 **Damage to common property**

A proprietor or occupier of a lot shall bear the cost of making good all damage to the common property caused

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by his willful act or carelessness, or that of his invitees, subject to fair wear and tear.

By-Law 31 Storage rooms

A proprietor or occupier of a lot shall bear his own responsibility for any theft of or damage to his goods stored in a common box room, but the body corporate shall exercise jurisdiction over the type and quantity of goods stored in common box rooms.

By-Law 32 Auction sales

A proprietor or occupier of a lot shall not permit any auction sale to be conducted or to take place upon his lot or common property.

By-Law 33 Blinds & curtains

A proprietor or occupier of a lot shall ensure that all blinds and curtains facing the exterior of the building shall be white or off-white in colour.

By-Law 34 Installation of hard surface flooring

PART 1

DEFINITIONS & INTERPRETATION

1. In this by-law:

- i. **Acoustic Standard** means acoustic rating of 6 stars in accordance with AAAC for transmission of impact sound generated by footfall noise not exceeding LnTw 45 decibels (dB(A)).
- ii. **Lot** means a lot in strata scheme 1648.
- iii. **Owner** or **Occupier** means the owner or occupier of a Lot from time to time.
- iv. **Owners Corporation** means the owners corporation created by the registration of Strata Choice plan registration no. 1648.
- v. **Required Documents** means:
 - vi. existing plans, specifications, drawings;
 - vii. proposed plans, specifications and drawings and manufacturer's details;
 - viii. if the plans and drawings do not adequately describe the works, a description of the works;
 - ix. specifications and manufacturer's details for acoustic membrane regarding the installation of any hard surface flooring surfaces;
 - x. specifications and manufacturer's details for waterproofing membranes regarding the installation of hard surface flooring surfaces;
 - xi. if required, a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring, including certification that the proposed flooring works will not increase the likelihood of transmission or noise to the floor below or adjoining Lots; and
 - xii. any other document reasonably required by the Owners Corporation.

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xiii. **Works** means the additions and alterations undertaken by an Owner or Occupier to their Lot and to the common property specified in the Required Documents being the installation of hard surface flooring within their respective Lot.

2. In this by-law a word which denotes:

- i. the singular includes plural and vice versa;
- ii. any gender includes the other genders;
- iii. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- iv. references to legislation includes references to amending and replacing legislation.

PART 2

CONDITIONS

2.1 An Owner or Occupier must not install or carry out the Works except in accordance with Part 3 of this by law.

PART A

Flooring

1. an Owner or Occupier must not install or allow the installation of a laminated flooring in any room of the Lot.
2. Without limiting clause 2.1, an Owner must ensure that the floor to the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
3. This by-law does not apply to the kitchen, bathroom, lavatory, laundry or balcony of the Lot, provided that such room is in its original location in the Lot.

PART 3

CONDITIONS

PART 3.1

Acoustics and insulation

1. If the Owner is:

- i. seeking to install floating floor boards, the Owner or Occupier must achieve the Acoustic Standard to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot; and/or
- ii. seeking to undertake the Works within the bathroom, laundry, lavatory areas or outside their respective Lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining Lots.

PART 3.2

Approval

2. If the Works add to, alter or erect new structures on the common property, the Owner or Occupier will be required to obtain approval for the Works from the Owners Corporation by way of a:

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1. motion under section 110 of the Act (minor renovations by owners); and/or
2. by-law under section 108 and/or section 143 of the Act, granted to the Owner.

PART 3.2

Before commencement

3.2 Before commencement of the Works the Owner or Occupier must:

- i. provide the Required Documents to the Owners Corporation not less than 14 days before the commencement of the Works;
 - ii. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
3. effect and maintain Insurance and provide a copy to the Owners Corporation.

PART 3.3

During construction

3.3 Whilst the Works are in progress the Owner or Occupier must:

- i. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- ii. ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- iii. use reasonable endeavours to cause as little disruption as possible;
- iv. perform the Works during times reasonably approved by the Owners Corporation;
- v. perform the Works within a period of 2 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- vi. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- vii. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- viii. 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;
- ix. 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 or Occupier must rectify that interference or damage within a reasonable period of time; and
- x. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.4

After construction

3.4 After the Works have been completed the Owner or Occupier must without unreasonable delay:

- i. notify the Owners Corporation that the Works have been completed;
2. where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
 - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.

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3. if required, provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents including the acoustic engineers report provided under clause 1.1(f)(vi) of this by-law;
4. 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;
5. if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that any rectification works required to rectify any damage to Lot or common property have been completed in accordance with the terms of this by-law; and
6. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.5

Enduring rights and obligations

3.5 The Owner or Occupier:

- i. must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- ii. must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- iii. remains liable for any damage to lot or common property arising out of the Works;
- iv. must make good any damage to lot or common property arising out of the Works; and must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Special By-Law 1 Barbeque use

A proprietor or occupier of a lot shall not use a barbeque upon the balcony of the lot.

Special By-Law 2 Telecommunication services installation

- i. The power to enter into agreements with suppliers of telecommunication services for the installation within the parcel of equipment and facilities for the reception of television communications within each lot or within each lot the proprietor of which consents to the installation.
- ii. The power and the duty to perform any maintenance, replacement or repair of the equipment and facilities for the performance of which it is liable.
- iii. The power to apply the funds of the Body Corporate to these purposes or purposes for which it is responsible according to any such agreement and to the acquisition of additional equipment or services for the better or more convenient operation of the equipment and facilities.

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Special By-Law 3 Fencing

For the purpose of improving the appearance and the security of the lots and the common property, the Owners Corporation shall have the following power and duty in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996.

- i. The power to install a white ARC Steel Fence along the Spit Road and Killarney Street frontage.
- ii. The duty to maintain the fence in a state of good and serviceable repair and to renew or replace it as may be necessary from time to time.

Special By-Law 4 Fixtures

1. In this by-law, "fixture" means a fixture, equipment or building work made or installed by an owner or occupier of a lot.
2. Unless it is a fixture removable by a lessee or sub-lessee at the expiration of a tenancy, a fixture that serves a lot is an owner's fixture.
3. The owner of a lot must maintain in a state of good and serviceable repair a fixture that serves his lot, and must renew or replace it when necessary.
4. The owner of a lot must ensure that any maintenance, renewal or replacement of a fixture serving his lot and visible from outside his lot, is done so that the fixture is in keeping with the appearance of the rest of the building.
5. The owner of a lot must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or use of a fixture that serves his lot, being a liability or expense that would not have been incurred if the fixture had not been made or installed.
6. This by-law shall not create any obligation on the part of the lessor or sub-lessor of a lot in favour of his lessee or sub-lessee.
7. Insofar as this by-law is contrary to the terms of the consent of the Owners Corporation to the making or installation of a fixture, this by-law has effect in relation to that fixture subject to those terms.

Special By-Law 5 Refurbishment of Bathrooms

1. Right to Carry out Bathroom Refurbishment Works

On the conditions set out in this by-law and only on satisfying those conditions, an owner of a lot in the strata scheme shall be entitled to carry out building works in the lot (in this by-law referred to as the "Owner") to refurbish any bathroom in the lot, which refurbishment works incorporate any or all of the following:

- a. the demolition and removal of any bathroom fixtures and fittings including, without limitation, tiles, tap ware, toilets, shower screens, baths, hand basins and vanity units;
- b. the installation of tiles, tap ware, toilets, shower screens, baths, hand basins and vanity units and

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connection of taps, toilets and pipes to common property water and waste services;

- c. the installation of a waterproof membrane to the floor and, where appropriate to comply with the Building Code of Australia, walls of the bathroom;
- d. the piercing, gouging or chasing of any common property wall or slab to install pipes, conduit and the like for the supply of water or electricity,

all of which are generally described in this by-law as the **Works**.

2. Conditions

a. Prior to Commencing the Works

- i. At least six weeks prior to carrying out any of the Works, the Owner must notify the executive committee in writing of the Owner's intention to do so including in or with that notice:
 - A. the full name and contact details of the Owner and the lot number or numbers in which the Works are to be carried out;
 - B. a copy of the plans, drawings and specifications for the Works proposed to be carried out;
 - C. the name and contact and licence details of the principal contractor responsible for carrying out the Works (the **Contractor**);
 - D. the certificate of currency of the insurance policy or policies of the Contractor which is effected with a reputable insurance company reasonably acceptable to the executive committee for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under Section 92 of the Home Building Act 1989; and
 - iii. workers' compensation in accordance with applicable legislation;
 - E. the details of the type of waterproof membrane to be applied to the surface of the floor, and where required the walls and any other area in the bathroom, including the details of the product warranty for the waterproof membrane (which must not be less than 10 years) and the name, licence number and details of the experience of the contractor who will apply the waterproof membrane if that person is different from the Contractor;
 - F. a waste management plan describing the proposed method of disposal of building materials and debris generated by the Works;
 - G. a materials handling plan describing the proposed method of transporting construction materials, equipment, debris and other material associated with the Works over common property;
 - H. the intended timetable for performance of the Works;

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- I. the written consent of the Owner in the form specified by the executive committee to complying with and being bound by the provisions of this by-law; and

on the basis of the foregoing, obtain the consent of the executive committee (acting reasonably) to the Works being undertaken.

- ii. In granting consent to the Works being undertaken, the executive committee may impose restrictions and obligations on the Owner and the Contractor including without limitation:
 - A. a requirement to apply to Mosman Council (the **Council**) for development or other approval for the performance of the Works or confirmation that no such approval is required;
 - B. restrictions on parking within the strata scheme by the Contractor, any architect, design or other consultant to the Owner in respect of the Works, and their respective employees, servants and agents which may include a prohibition on the use by those persons of visitor parking;
 - C. a requirement as to timing of the Works and use of common property areas in order to ensure the orderly conduct of the Works, the proposed timetable for which competes with other building works being undertaken in the strata scheme;
 - D. restrictions on the manner in which building materials and debris are removed from the building and disposed of or, if any items are to be re-used, stored in the complex;
 - E. if the waterproof membrane proposed to be used is not acceptable to the executive committee (acting reasonably), a requirement to use a different waterproof membrane product;
 - D. a requirement to cause a dilapidation report to be conducted of the common property and each other lot affected or likely to be affected by the Works and provided to the executive committee,

and such other restrictions and obligations as the executive committee considers are reasonable and necessary having regard to the Works that are to be undertaken and any other building work then being carried out in the strata scheme.

b. Performance of Bathroom Works

In performing the Works, the Owner (who is responsible for the Contractor, its servants and agents) must ensure as far as is practicable that:

- i. the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;
- ii. if the Works involve the removal of tiles or any toilet, hand basin, bath or like fittings in any bathroom such that any existing waterproof membrane is affected and/or a new waterproof membrane must, in the reasonable opinion of the executive committee, be installed, ensure that a new waterproof membrane reasonably satisfactory to the executive committee is installed and that the area is rendered completely waterproof;

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- iii. ensure that the Works are carried out substantially in accordance with the plans, drawings and specifications provided to the executive committee prior to construction and, if the approval of the Council is required for the conduct of the Works, as approved by the Council;
- iv. not materially amend or vary the plans, drawings and specifications without the approval in writing of the executive committee and, if required, the Council;
- v. take reasonable precautions to protect all areas of the building outside the Owner's lot from damage by the Works;
- vi. ensure that all construction materials, equipment, debris and other material associated with the Works is transported over common property in the manner reasonably directed by the executive committee and that no construction materials, equipment, debris and other material associated with the Works is deposited on the common property at all or on the pavement outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Contractor with the executive committee for the use and siting of a rubbish skip or dump bin;
- vii. ensure that all areas of the complex outside the Owner's lot which are affected by the Works are kept clean and tidy throughout the performance of the Works;
- viii. ensure that, so far as is reasonably practicable, the Works are performed wholly within the Owner's lot;
- ix. ensure that the Works are only performed between the hours of 7.30 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday;
- x. ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Contractor, its employees, servants or agents or by construction materials, equipment, debris and other material associated with the Works;
- xi. ensure that the Works do not interfere with or damage the common property (other than as is approved in this by-law) or the property of any other lot owner or occupier;
- xii. ensure that neither the Owner nor the Contractor, its employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;
- xiii. ensure that any damage caused by the Owner or the Contractor, its employees, servants or agents in the performance of the Works is made good within a reasonable period after that damage occurs;
- xiv. ensure that all conditions imposed by the executive committee in respect of the Works are carried out as specified;
- xv. ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the Works are completed within three months of their commencement or such longer period of time as the executive committee, acting reasonably, permits.

c. Completion of Bathroom Works

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On completion of the Works the Owner must:

- i. ensure that the Contractor removes from the strata scheme all debris resulting from or associated with the Works as soon as practicable;
- ii. ensure that the common property (including but not limited to corridors and foyers) through or in which construction materials, equipment, debris and other material associated with the Works have been transported for the purpose of the Works are cleaned and that any marks or stains occasioned by that transport are removed;
- iii. if the approval of the Council is required in order to carry out the Works, provide the executive committee with a copy of a certificate from the Council certifying that the Works comply with any conditions of any requisite approval of the Council.

3. Other Rights and Obligations

- a. The Owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property (including the cleaning of any unclean, untidy or defaced area of the common property) as a result of the performance of the Works whenever that damage may occur.
- b. The Works must be undertaken at the cost of the Owner.
- c. The Owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the Works (which expression includes without limitation any and all fixtures, fittings, waterproof membrane and finishes installed in the course of the performance of the Works) and must keep the Works in a state of good and serviceable repair and must renew or replace the Works whenever the Works or any part of the Works becomes damaged or leaks.
- d. For the avoidance of doubt, if at any time there is leaking from the bathroom refurbished as part of the Works so that there is water leaking from that bathroom beyond the boundary of the lot, the Owner must:
 - i. repair the tiles, waterproof membrane and any part of the substrate necessary properly to rectify the water egress from the bathroom in the lot;
 - ii. repair and reinstate any part of the common property and any other lot damaged by the water egress from the Owner's bathroom.
- e. The Owner indemnifies the owners corporation and each other owner and occupier of a lot in the strata scheme against any loss or damage the owners corporation and/or that other owner or occupier may suffer as a direct result of the performance of the Works.
- f. In the event that the Owner fails to carry out any part of the Works or perform any other obligation required by the terms of this by-law to be performed by the Owner (in particular but without limitation, the obligations of the Owner under clause (3)(d) of this by-law), the owners corporation may, at the Owner's cost:
 - i. carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the Works;
 - ii. carry out all work necessary to repair and reinstate any part of the common property and any other lot damaged by water egress from that Owner's bathroom as provided in clause (3)(d);

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- iii. enter upon any part of the Owner's lot to carry out that work; and
- iv. recover the costs of carrying out that work from the Owner,

and that Owner indemnifies the owners corporation against any liability flowing from the actions of the owners corporation pursuant to this clause.

- g. If and to the extent that the costs of rectification of damage caused to the common property (including the costs of cleaning of any unclean, untidy or defaced area of the common property) are not paid by the Owner upon demand therefore by the owners corporation:
 - i. the owners corporation may recover the amount of those costs, including the costs of recovery, from the Owner as a debt due; and
 - ii. if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the *Strata Schemes Management Act 1996* (or any Act or regulation amending or replacing the same), or if the regulations under the Act prescribe some other rate, then at that other rate; and
 - iii. The owners corporation may include reference to any such debt (including interest thereon) on notices under section 109 of the *Strata Schemes Management Act* in respect of that lot.

Special By-Law 6 Electronic notices

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 7 Child window safety devices

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:

- a. install Child Window Safety Devices; and
- b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

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- a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

PART 2

GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3

DEFINITIONS & INTERPRETATION

3.1 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 114 Spit Road, Mosman
- d. **Child Window Safety Device** means the installation of:
 - i. a device which allows a window to be locked with a maximum opening of 125mm;
 - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),
to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:
 - i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- f. **Lot** means any individual lot in strata plan 1648.
- g. **Owner** means owner of a Lot.

3.2 Interpretation

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3.2.1 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; and
- e. 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 4

INSTALLATION OF CHILD WINDOW SAFETY DEVICE

4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.

4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.

4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.

4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.

4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.

4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5

ACCESS

5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122 (2) of the Act, to access the Lot for the purpose of:

- a. installing the Child Window Safety Devices; and
- b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

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MAINTENANCE, REPAIR AND REPLACEMENT

6.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- a. the owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- b. Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
- c. If the Owner or any occupant of the Lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

Special By-Law 8 Moving in or out

PART 1

GRANT OF POWER

1.1 In addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions to regulate moving in and out in the strata scheme on the conditions in Part 3.

PART 2

DEFINITIONS & INTERPRETATION

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

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Bond** means a bank cheque in the amount of \$400.00 (or as determined by the Owners Corporation in a general meeting from time to time) made payable to the owners corporation.
- c. **Building** means the building situated at 114 Spit Road, MOSMAN NSW 2088.
- d. **Damage** means a physical harm that impairs the value, usefulness or normal function of any part of a Lot or common property. This includes, but are not limited to:

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- i. marking;
- ii. chipping;
- iii. staining; and
- iv. cracking.

e. **Goods** include, but are not limited to, large furniture and construction equipment.

f. **Lot** means any lot in strata plan 1648.

g. **Occupier** means a person in lawful occupation of a Lot.

h. **Owner** means the owner of a Lot.

i. **Owners Corporation** means the owners corporation constituted by the registration of strata plan no. 1648.

2.2 In this by-law, unless the context otherwise requires, a word which denotes:

- 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; and
- d. references to legislation include references to amending and replacing legislation.

2.3 Where a term of this by-law contradicts any by-law applicable to the strata scheme then this by-law shall prevail to the extent of that inconsistency.

PART 3

CONDITIONS

3.1 Notice

At least seven (7) days prior to moving in or out of the Building, the Owner or Occupier shall make arrangements with the Owners Corporation regarding the suitable times and method for an Owner or Occupier to access the Building in relation to moving in or out of a Lot.

3.2 When accessing the Building in relation to moving in or out of a Lot, an Owner and/or Occupier:

- a. must comply with the directions of the Owners Corporation;
- b. must ensure that transportation of Goods on common property does not interfere with or Damage the common property or the property of any other owner or occupier;
- c. must lodge the Bond, if requested by the Owners Corporation; and

3.3 An Owner and/or Occupier shall be liable for any Damage to lot or common property arising out of accessing the Building in relation to moving in or out of their respective Lot.

3.4 During the process of moving in or out, an Owner or Occupier must:

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- a. ensure it is carried out expeditiously within one (1) day or such other times as reasonably approved by the Owners Corporation and/or the executive committee;
- b. ensure it is carried out between the hours of 9:00am to 5:00pm Monday to Friday or between 9:00am to 4:00pm Saturday or between 10:00am to 1:00pm Sunday or such other times as reasonably approved by the Owners Corporation. No moving in or out during Public Holidays;
- c. ensure the process is conducted in a proper and workmanlike manner;
- d. ensure that all deliveries are to be made from areas in the building designated for such purpose and will not be done through the main entrance foyer;
- e. must ensure that its visitor(s), contractors, tradesperson, removalist or any invitee to comply with this by-law;

3.5 Lifts

An Owner or occupier moving in or out of their Lot is permitted to use the lift, provided that the Owner or Occupier:

- a. provide the Owners Corporation at least seven (7) days' notice so that they may arrange for lift covers and/or mats to be put up;
- b. must ensure that the weight of the Goods carried in the lift does not exceed the lift weight limits;
- c. must ensure that the lift is not locked off or unduly inconvenience another Lot Owner or Occupier's use of the lift; and
- d. must ensure not to cause any malfunction of the lift.

3.6 An Owner or Occupier shall not cause or permit to leave behind any Goods upon common property at any time, except with the written approval of the Owners Corporation.

3.7 An Owner or Occupier must comply with all other by-laws applicable with the strata scheme.

3.8 The Owners Corporation will refund the Bond to the Owner or Occupier less any costs incurred by the Owners Corporation in connection with the Owner or Occupier moving in or out of their respective Lot or any breaches of this by-law.

3.9 Enduring rights and obligations

An Owner and/or Occupier must indemnify and keep indemnified the Owners Corporation against any loss or Damage arising out of or in connection with the moving in or out of the Building;

3.10 Failure to comply with this by-law

If an Owner or Occupier fails to comply with any obligation under this by-law the Owners Corporation may:

- a. by its agents, employees and contractors carry out all the work necessary to fix any Damage caused to lot or common property with respect to the moving in or out of an Owner or Occupier;
- b. (if applicable) apply the Bond towards the costs incurred by the Owners Corporation to carry out the work pursuant to clause 3.10 (a); and
- c. recover any costs from the Owner as a debt due.

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Special By-Law 9 Minor renovations

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

1. **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
2. **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:
 1. installing or replacing wood or other hard floors; and
 2. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.
3. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 1648.
4. **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law a word which denotes:

1. the singular includes plural and vice versa;
2. any gender includes the other genders;
3. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
4. references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHTS

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

Special By-Law 10 Works - Lot 42

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.

1.2 The purpose of this by-law is to confer on the Owner a special privilege to carry out the Works to their Lot and common property and exclusive use and enjoyment rights of the common property the subject of such works as set out in this by-law.

1.3 The rights conferred by this by-law shall ensure for the benefit of the Owner.

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PART 2

DEFINITIONS AND INTERPRETATION

Definitions

2.1 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, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal.
- c. **Building** means the building forming part of the Strata Scheme.
- d. **Lot** means Lot 42 in the Strata Plan.
- e. **Owner** means the owner or owners for the time being of the Lot.
- f. **Owners Corporation** means the owners corporation constituted upon registration of the Strata Plan.
- g. **Strata Plan** means Strata Plan No 1648.
- h. **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 114 Spit Road, Mosman NSW 2088.
- i. **Works** means the following works to be undertaken by the Owner in or to their Lot and the common property:
 - i. fit drop sheets to protect flooring to ensure dust is not carried through house and fit plastic sheets to adjacent doorways;
 - ii. strip out of existing bathroom, including wall tiles and render where needed, all floor tiles, shower screen, vanity, bath and toilet;
 - iii. installation of a new frame for a new in built bathtub and build frame around toilet drainage;
 - iv. prepare all plumbing for 1x vanity basin and bench mounted mixer, 1x shower rose and mixer, 1x back to wall toilet, 1x bath mixer and spout and check all drainage for any blockages;
 - v. prepare for all cabling for, 1x new double power point and 1x new light switch, existing ceiling light to be left in place;
 - vi. re-render bathroom walls with sand cement render, preparing all surfaces for tiling;
 - vii. waterproofing membrane to be installed to entire floor and shower recess area;
 - viii. tile entire floor area and all walls up to ceiling in bathroom including tiling into window/door sills, aluminium angles to be used on all external corners;
 - ix. install a custom made semi frameless shower screen;
 - x. fit off of all plumbing, electrical and carpentry works, including vanity, shaving cabinet and all fixtures (towel rails etc);
 - xi. fit new architraves to doors (if required);
 - xii. remove all rubbish from site;
 - xiii. any ancillary works in relation to the above; and
 - xiv. removal of any part of the Works.

Interpretation

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

- 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. a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- e. references to legislation include references to amending and replacing legislation;

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- f. a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;
- g. to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and
- h. if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

3.1 Subject to Part 4 of this by-law, the Owner shall have:

- a. exclusive use and enjoyment of those parts of the common property occupied by the Works;
- b. a special privilege to carry out the Works to and on the common property.

PART 4

CONDITIONS FOR WORKS

Before commencement

4.1 Before commencing the Works, the Owner must submit the following to the Owners Corporation, for the Owners Corporation's approval:

- a. details of the proposed dates of commencement and completion of the Works;
- b. all completed plans and specifications for the Works;
- c. a copy of all certificates of insurances by the Owner's contractor, nominating the Owners Corporation as a beneficiary, including but not limited to:
 - i. Contractor's All Risk insurance with public liability in the sum of \$20,000,000.00;
 - ii. Home warranty insurance under the *Home Building Act 1989* where applicable; and
 - iii. Workers' compensation insurance;
- d. a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;
- e. a copy of any order, consent, permit or approval that may be required by an Authority, including but not limited to any conditions of development consent issued under the *Environmental Planning and Assessment Act 1979*;

4.2 At least 48 hours prior to the commencement of the Works, the Owner shall arrange with the Owners Corporation:

- a. suitable times and method for the Owner's contractor to access the Building; and
- b. suitable times and method for the parking of vehicles by the Owner's contractor whilst the Works are being carried out.

Performance of the Works

4.3 In performing the Works, the Owner must:

- a. transport each item including but not limited to construction materials, equipment and debris in compliance with the reasonable directions of the Owners Corporation;
- b. protect all areas of the Building, both internal and external to the Lot, from damage caused by:

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- i. the Works;
 - ii. the transportation of construction material, equipment, debris and other material associated with the Works; and
 - iii. the removal of any part of the Works.
- c. keep all areas of the Building outside the Lot clean and tidy;
- d. only perform the Works at the following times:
- i. for noisy building activities (including, but not limited to, concrete drilling or constant hammering), between 9.00 am and 3.00 pm on Monday to Friday inclusive;
 - ii. for extremely noisy activities (such as jack hammering and rotary hammer drilling), for a single four (4) hour period in any given week (excluding Sundays and public holidays); and
 - iii. for any other activities, between 7.30 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 3.00 pm on Saturday;
- e. provide to the Owners Corporation at least 48 hours written notice of any noisy building activity intended to be carried out in relation to the Works;
- f. not carry out the Works on Sundays and public holidays;
- g. keep the door to the Lot closed at all times to prevent the egress of dust onto the rest of the Building;
- h. immediately arrange for the removal of all construction materials and debris from the Building, with no material or debris deposited in the common property garbage chute, bins or skips or on common property areas;
- i. take all reasonable steps to minimise discomfort, disturbance, obstruction or interference with the use and enjoyment by other occupiers of the Building;
- j. ensure that the common property is kept clean of any waste created by the Works daily and in accordance with the Owners Corporation's directions;
- k. comply and ensure that the Owner's contractor complies with all requirements, directions and orders of the Owners Corporation and any Authority;
- l. ensure that any services required to operate the Works are connected to the Lot's electricity or appropriate supply;
- m. not vary the Works without first obtaining the consent in writing of the Owners Corporation and, where required, any Authority; and
- n. promptly repair any damage to another lot or part of the common property caused by the Works.

4.4 The Works shall be carried out:

- a. in a proper and workmanlike manner;
- b. in compliance with the manufacturer's specifications and instructions for installation, where applicable;
- c. in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;
- d. in accordance with the drawings and specifications approved by the Owners Corporation and, where applicable, an Authority;
- e. in accordance with the *Home Building Act 1989* and all other relevant laws including but without limitation in relation to fire safety;
- f. using materials that are new and fit for the purposes to which those materials are put;
- g. by appropriately licensed contractors;
- h. with due diligence and within the time stipulated in this by-law or, if no time is stipulated, within a reasonable time; and
- i. in a manner so as to result in the Works being reasonably fit for occupation.

Completion of the Works

4.5 Upon completion of the Works, the Owner must, without unreasonable delay:

- a. notify the Owners Corporation in writing that the Works have been completed; and
- b. provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to

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any warranties, guarantees and trade certifications.

PART 5

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

5.1 The Owner must at the Owner's cost:

- a. carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- b. not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner
- c. properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Works in a state of good and serviceable repair;
- d. properly maintain and upkeep the Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Works as required from time to time;
- e. ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the common property;
- 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;
- g. remain liable for any damage to the Lot, another lot or the common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
- h. indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use.

Default

5.2 Should the Owner fail to comply with any obligation under this by-law:

- a. the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- b. without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- c. the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- d. the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners corporation reasonably incurred in recovering such debt.

Ownership of Works

5.3 The Works shall remain the property of the Owner.

Cost of By-law, Approvals and Certification

5.4 The Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:

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- a. the drafting, consideration and approval of this by-law;
- b. approving any plans, drawings or other documentation for the Works; and
- c. obtaining and considering any certification in relation to the Works.

Applicability

5.5 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Parts 4 and 5 shall also apply in relation to that removal.

Annexure below

Special By-Law 11 Works - Lot 11

PART 1

DEFINITIONS & INTERPRETATION

1. In this by-law:
 - a. Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
 - b. Lot means lot 11 in strata scheme 1648.
 - c. Owner means the owner of the Lot from time to time.
 - d. Owners Corporation means the owners corporation created by the registration of strata plan registration no. 1648.
 - e. Works means all building works and related services existing as at the date this by-law is considered, supplied to effect the following:
 - f. removal of existing waterproofing membranes, floor and wall tiles in the bathroom of the Lot, and installation of new waterproofing membranes, floor and wall tiles in the bathroom of the Lot;
 - g. removal of existing fixtures and fittings in the bathroom of the Lot including the toilet, vanities and shower screens;
 - h. installation of new fixtures and fittings in the bathroom of the Lot including toilet, vanities and shower screens;
 - i. reconfiguration of tapware as required; and
 - j. all associated penetrations, plumbing and electrical connections.
 - k. Exclusive Use Area means the common property areas reasonably required to keep the Works.
2. In this by-law a word which denotes:
 - a. the singular includes plural and vice versa;
 - b. any gender includes the other genders;
 - c. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
 - d. references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

1. The Owner is authorised to keep the Works and is granted the exclusive use of the Exclusive Use Area.

PART 3

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CONDITIONS

PART 3.1

General Conditions

1. The Owner must without unreasonable delay provide the Owners Corporation with a copy of:
 - a. any certificate or certification required by an Authority to certify the Works; and
 - b. must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

PART 3.2

Enduring rights and obligations

2. The Owner:
 - a. is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
 - b. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
 - c. remains liable for any damage to lot or common property arising out of the Works;
 - d. must make good any damage to lot or common property arising out of the Works; and
 - e. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Special By-Law 12 Works - Lot 2

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 2 in strata scheme 1648.
- 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. 1648.
- f. **Works** means all building works and all related services supplied to effect the bathroom renovations in accordance with the scope of works prepared by JN plumbing dated 26 December 2021, annexed to this by-law and marked Annexure "A".
- 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:

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

PART 2

GRANT OF RIGHT

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

PART 3

CONDITIONS

PART 3.1

Before commencement

- 3.1 Before commencement of the Works the Owner must:
- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - b. effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
 - c. ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

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 National Construction 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 reasonable period of time 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. where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
 - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising

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the waterproofing from the applicator.

- 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; and
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

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; and

Annexure below

Special By-Law 13 Keeping of animals

PART 1

INTERPRETATION

1.1 In this by-law a word which denotes:

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

PART 2

KEEPING AN ANIMAL

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2.1 Subject to section 139(5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.

2.2 An owner or occupier of a lot must:

- a. obtain the approval in writing of the owners corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property; and
- b. agree in writing with the owners corporation to the conditions referred to in this by-law prior to the animal being introduced to the scheme.

2.3 An owner or occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on a lot or the common property other than the animal for which the approval in writing of the owners corporation is obtained.

2.4 Subject to section 139(5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.

2.5 The owners corporation must not unreasonably withhold its approval of the keeping of an animal.

2.6 If an owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot, then the owner or occupier must:

- a. ensure that the animal is vaccinated with all the common vaccines given to an animal of its type, and is further vaccinated as required;
- b. ensure that the animal has been treated to prevent fleas, and is further treated as required;
- c. if that animal is not a cat, ensure that the animal is under the owner's control and not left unattended when on the common property;
- d. if that animal is a cat, ensure that the cat is not left on the common property unattended after 6.00pm;
- e. take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
- f. not leave food on the common property;
- g. ensure that the animal (except a small caged bird or fish) is microchipped, desexed and registered with the local Council or any other authority having such jurisdiction;
- h. advise the owners corporation, in writing, when the animal is no longer residing in the lot; and
- i. provide evidence to the owners corporation that the lot has been treated for fleas and the carpet professionally cleaned, when the owner or occupier vacates the premises, to the satisfaction of the Owners Corporation.

PART 3

CONSENT FROM OWNERS CORPORATION

3.1 An owner or occupier of a lot who applies for approval to keep an animal on the lot or the common property must provide the following details to the owners corporation including any proposed restraining or management strategies:

- a. copies of the relevant certifications that the animal is treated to prevent fleas and has had the appropriate vaccinations referred to in clause 2.6(a) of this by-law.
- b. a photograph of the animal;
- c. the type of animal;
- d. the breed of the animal;
- e. the size of the animal;

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- f. the average height of the animal when fully grown;
- g. the age of the animal.

3.2 The owners corporation will observe the applicable guidelines published by the local Council when determining a request by an owner or occupier of a lot to keep a dog that is a restricted dog or dangerous as defined under the Companion Animals Act 1998.

3.3 The owners corporation may impose additional conditions at the time of giving approval to keep an animal but additional conditions can only relate to protecting an owner or occupier's use and enjoyment of a lot or the common property from unreasonable interference caused by an animal.

3.4 The owners corporation will attempt to make a decision whether or not to give approval to an owner or occupier to keep an animal within a reasonable period of time after receiving such an application.

PART 4

CONDITIONS FOR KEEPING AN ANIMAL

4.1 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

4.2 The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:

- a. the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant;
- b. the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant;
- c. the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant;
- d. the animal repeatedly causes damage to the common property or another lot;
- e. the animal endangers the health of another occupant through infection or infestation;
- f. the animal causes a persistent offensive odour that penetrates another lot or the common property
- g. for a cat kept on a lot, the owner of the animal fails to comply with an order that is in force under section 31 of the Companion Animals Act 1998; or
- h. for a dog kept on a lot:
 - i. the owner of the animal fails to comply with an order that is in force under section 32A of the Companion Animals Act 1998;
 - ii. the animal is declared to be a menacing dog or a dangerous dog under section 34 of the Companion Animals Act 1998; or
 - iii. the animal is a restricted dog within the meaning found in section 55(1) of the Companion Animal Act 1998.

4.3 If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove the animal within two months of such a request being made by the owners corporation, or such other time as approved by the owners corporation.

PART 5

ANIMAL OWNER RESPONSIBILITIES

5.1 An owner or occupier of a lot who owns and keeps an animal on the lot or common property is responsible for:

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- a. any noise or odour that their animal makes which causes unreasonable interference or a nuisance;
- b. any action that their animal does which causes unreasonable interference or a nuisance;
- c. damage to or loss of property or injury caused to any person caused by the animal; and
- d. cleaning up after their animal.

Special By-Law 14 **Short term rental accommodation arrangement**

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. Environmental Planning Instrument means an instrument from time to time applicable to the Property, including without limitation any local environmental plan, development control plan, state or other environmental planning policy and any development consent condition.
- b. Fair Trading Act means the Fair Trading Act 1987 (NSW).
- c. Lot means a lot in the strata scheme 1648.
- d. Owner or Occupier means the owner or occupier of a Lot from time to time.
- e. Owners Corporation means the owners corporation created by the registration of strata plan registration no. 1648.
- f. Property means the land and improvements comprising the parcel the subject of strata plan 1648.
- g. Short-term Rental Accommodation Arrangement means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time. Short-term Rental Accommodation Arrangement has the same meaning as in Section 54A of the FTA and Section 137A of the SSMA.

1.2 In this by-law a word which denotes:

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

PART 2

RESTRICTION OF SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENTS

2.1 An Owner or Occupier of a Lot ("Host") must not allow another person ("Guest") to occupy the whole or any part of the Lot for a period ("Occupation Period") if:

- a. The arrangement is a Short Term Rental Accommodation Arrangement; and
- b. The Lot is not the Host's principal place of residence throughout the Occupation Period.

2.2 The Host must:

- a. prior to using the Lot for Short-Term Rental Accommodation Arrangements, provide the Owners Corporation with written notice of the Host's decision to do so and the date on which such use is to commence;
- b. prior to commencement of the Occupation Period for a specific arrangement, provide the Owners Corporation with written notice of the arrangement, including details of the Guest and Occupation

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Period;

- c. provide the Owners Corporation with a copy of the evacuation plan for the Lot; and
- d. provide the Owners Corporation with any certifications, plans or any other documents which demonstrate that the Lot complies with the short term rental accommodation fire safety standard, pursuant to part 9 division 7D of the Environmental Planning and Assessment Regulation 2000 (NSW).

2.3 The Host must ensure that the Host and the Guest:

- a. Do not contravene any Environmental Planning Instrument;
- b. Comply with all relevant laws, including without limitation any code of conduct applicable to Short-Term Rental Accommodation Arrangements;
- c. Comply with any Commonwealth and/or NSW Government orders and/or determinations related to Covid-19;
- d. Comply with any by-laws pertaining to the Scheme; and
- e. Comply with any reasonable directions given by or on behalf of the Owners Corporation for the purpose of maintaining safety and/or amenity within the Property.

Special By-Law 15 Works - Lot 3

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. **Building Alteration Plan** means section 19 of the Strata Schemes Development Act 2015.
- c. **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;
 - iii. and workers compensation insurance as required by law.
- d. **Lot** means lot 3 in strata scheme 1648.
- e. **Owner** means the owner of the Lot from time to time.
- f. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 1648.
- g. **Works** means the works set out in the scope of works and plans annexed to this by-law.
- h. **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

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

PART 2 GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 Before commencement

3.1 Before commencement of the Works the Owner must:

- a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- b. effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- c. ensure that this by-law is registered in accordance with section 141 of the Strata Schemes Management Act 2015 at the Registrar-General's Office;

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 workman like 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;

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- h. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i. where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
- i. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
 - ii. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.
- j. 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
- k. 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;

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;

SCOPE OF WORKS

Bathroom

- Remove, replace and install new vanity and sink
- Remove, replace and install new cabinets
- Remove, replace and install new lighting

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- Install new power outlets
- Remove, replace and install a ventilation fan
- Change layout of bathroom
- Relocate plumbing and electrical connections to accommodate new bathroom layout
- Remove existing tiling and install new wall tiles
- Installation of new waterproofing membrane
- Remove, replace and install new shower and shower screen
- Remove, replace and install new bath
- Remove, replace and install new toilet
- Remove, replace and install new tap ware
- Remove, replace and install new shower

Annexure below

Special By-Law 16 Works - Lot 28

By-law to authorise the owner of Lot 28 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 28 in strata scheme 1648.

(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. 1648.

(f) **Works** means all building works and all related services supplied to effect the renovation in accordance with the following:

(i) scope of works prepared by InVogue Bathrooms dated 20 October 2023 and 2 November 2023, annexed to this by-law and marked Annexure "A";

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(ii) bathroom plans prepared by InVogue Bathrooms dated 6 December 2023, annexed to this by-law and marked Annexure "B"; and

(iii) structural adequacy certificate prepared by Inhouse Consulting Engineers dated 25 January 2024, annexed to this by-law and marked Annexure "C".

(g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

(d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

Before commencement

3.1 Before commencement of the Works the Owner must:

(a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

(b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;

(c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office; and

(d) if requested by the Owners Corporation, 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:

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- (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 National Construction 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 reasonable period of time 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) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
 - (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
 - (ii) that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.
- (j) 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
- (k) 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; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

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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 costs (including legal costs) in drafting, negotiating, making and registering this by-law.

Annexure below

Special By-Law 10 Annexure

InVogue

BATHROOMS

0411 180 200
0433 790 046
info@invoguebathrooms.com.au
www.invoguebathrooms.com.au
LIC No 232 620C
ACN 98 641 724 763
Division of Brodie Kitchens P/L
6 Craigton PI Glenhaven 2156

Client. Margaret O,Brien.
Site Address. 42/114 spit road, Mosman.
Date. 4th March 2021.

Thank you for giving InVogue Bathrooms the opportunity to provide a quotation for your proposed Bathroom Renovation.

InVogue Bathrooms pride ourselves on being the most professional, reliable and honest Bathroom Renovation Companies in Sydney.

From our initial consultation to the completion of your Bathroom renovation, we are confident you will be completely satisfied with the process right through to the final finish.

Our proven system of completing your renovation will ensure you have complete peace of mind.

Throughout the Project, we will listen and advise... with all of our experience there is nothing we haven't encountered. We are happy to pass on our experience and guide you to achieve the perfect Bathroom renovation you desire.

Cont over Page

InVogue

BATHROOMS

Dear Margaret.

Enclosed is a quotation for the proposed **Bathroom** renovation at the above address

Fit drop sheets to protect flooring to ensure dust is not carried through house. Fit plastic sheets to adjacent doorways.

Strip out of existing bathroom, including wall tiles and render where needed, all floor tiles, shower screen, vanity, bath and toilet.

Carpenter to build a frame for a new in built bath tub and build frame around toilet drainage.

Plumber to prepare all plumbing for 1x vanity basin and bench mounted mixer, 1x shower rose and mixer, 1x back to wall toilet, 1x bath mixer and spout and check all drainage for any blockages.

Electrician to prepare for all cabling for, 1x new double power point and 1x new light switch. Existing ceiling light to be left in place.

Renderer to re render bathroom walls with sand cement render, preparing all surfaces for tiler.

Waterproofing membrane to be fitted to entire floor and shower recess area. Supplied with written warranty.

Tiler to tile entire floor area and all walls up to ceiling in bathroom including tiling into window/door sills. Aluminium angles to be used on all external corners.

Glazer to supply and install a custom made semi frameless shower screen as reflected on floor plan.

Fit Off. Plumber, Electrician and carpenter to fit off, including vanity, shaving cabinet and all fixtures (towel rails etc). Fit new architraves to doors. (if these are removed)

Remove all rubbish from site.

Final inspection to ensure all rubbish is removed and the bathroom and site is clean.

PRICE: \$ 15,980.00
GST: \$ 1,598.00

TOTAL PRICE: \$ 17,578.00

InVogue

BATHROOMS

Products and Fittings to be purchased.

Below is a list of Items that are required with an estimated cost. Not included in the above quote.

We can also source these if required through our suppliers after selection is made

“Back to wall” Toilet \$300 - \$850

Vanity cabinet \$400 - \$1,000 (Vanity joinery can be custom made by us if required)

Mirrored Shaving cabinets (or mirrors) From \$200 each

Shower rose and taps \$200 - \$500.00 each.

Vanity taps \$150

Floor waste \$20.00 each

Towel rail \$50 - \$200

Toilet roll holder and Guest towel \$40.00

Floor tiles. From \$30.00 p/m

Wall tiles. From \$20.00 p/m (Exact metres to be determined)

Painting of all timber work and ceilings \$500 per room

All onsite installation work will be carried out in a tradesman like manner and will be fully supervised by myself at each step of the installation procedure.

InVogue Bathrooms Guarantees your new bathroom for a period of 10 years from the date of Installation against manufacturing and material faults and all on site workmanship.

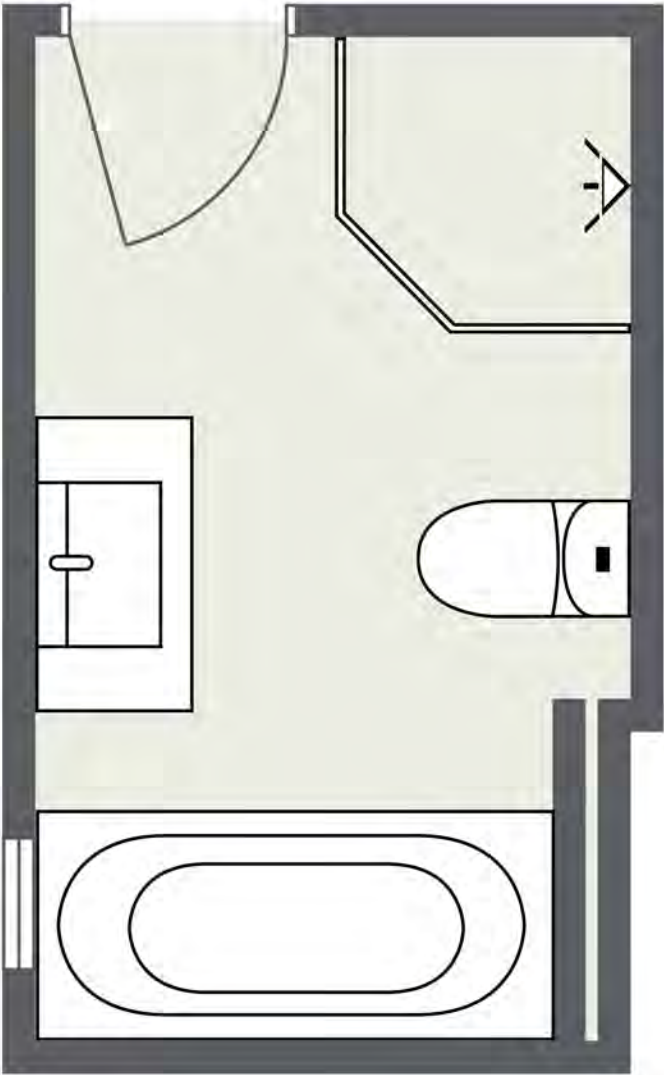
All tradesmen are covered with Public Liability Insurance whilst in your home.

If you would like to visit our factory at Wetherill Park, speak to any of our past clients, or require further information please do not hesitate to contact myself on the mobile 0433 790 046 or Office 9680 7223

Yours Sincerely

Matthew Walker

Proposed Bathroom Plan



Date of Issue: 02/11/2020



Insurance Australia Limited
ABN: 11 000 016 722
AFS Licence No. 227681
trading as NRMA

NRMA Insurance
Reply Paid 9871
GPO Sydney NSW 2000

Telephone: 132 818
Facsimile: 1300 367 310
Web: nrma.com.au

Attention to:

ROBERT WALKER
6 CRAIGTON PL
Glenhaven 2156 NSW

Certificate of Currency

This Certificate of Currency confirms the details of the Business Insurance Policy as of the issue date.

Insured: INVOGUE BATHROOMS PTY LTD
Business: Bathroom Fittings & Shower Screen Installation
Cover Number: 5101137

Policy Dates

Start: 02/11/2020 4:42 PM
End: 02/11/2021 4:00 PM

Situation Address: Within the Territorial Limits

Risk Details	Sum Insured
General and Product Liability	\$5,000,000

This document provides limited details. For more information please call us on 132 818.
This document is prepared for your information only. The risk details stated above are limited and may not reflect all covers selected by you. For full details about the Terms and Conditions of your policy please refer to your current Certificate of Insurance and the Business Insurance Product Disclosure Statement and Policy Booklet.

Sales and Service
Retail Business Insurance



Robert Walker
BRODIE KITCHENS PTY LTD
6 Craighton Place
GLENHAVEN NSW 2156

issue date

16/09/2020

print date

16/09/2020

Dear Robert

statement of coverage

The following policy of insurance covers the full amount of the employer's liability under the *Workers Compensation Act 1987(NSW)*.

valid until

31/10/2021

policy number

119833901

legal name

BRODIE KITCHENS PTY LTD

trading name

Invogue Bathrooms

abn

38 003 685 425

acn

003 685 425

industry classification number (WIC)

479920 Wholesaling Trade Agent - No Goods Handling

number of workers*

1

wages/units⁺

\$96,210.56

* Number of workers includes contractors/deemed workers

+ Total wages/units estimated for the current period

important information

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the *Workers Compensation Act 1987 (NSW)*. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, ie. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirm that the description of the industry/industries noted is appropriate. A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours faithfully,

Jason McLaughlin
General Manager, Workers Compensation - Underwriting
icare workers insurance

CONTRACTOR LICENCE

Kitchen Bathroom Laundry Renovator



BRODIE KITCHENS PTY LTD

NUMBER
232620C

EXPIRES
19/01/2022

Special By-Law 12 Annexure



LICENCED PLUMBERS, DRAINERS, GAS FITTERS AND HOT WATER SPECIALISTS

ABN 51 092 294 267 LIC NO. 139787C

JN Plumbing Pty Ltd

PO Box 64

TERREY HILLS NSW 2084

0402 917 745 jn_plumbing@optusnet.com.au

TO: Steph Fenn, 2 of 114 Spit rd, Mosman

QUOTE

QUOTE NO: Q0075

DATE: 26 Nov 2021

EXPIRY:26 Dec 2021

New Bathroom

Scope Of Works

- * Remove the old bath, vanity, toilet suite and strip the entire bathroom wall and floors of tiles
- * Modify the water and waste of the old shower area for the washing machine and dryer
- * Modify the electrical as required
- * Modify the water and waste from the old bath to suit the new free standing bath
- * Modify the water and waste and build a new wall for the new toilet suite with an in wall cistern
- * Modify the water and waste from the old vanity to suit the new shower position next to the free standing bath and move the new vanity over a meter
- * Install a shaving cabinet above the new vanity area
- * Install 4 coats of waterproofing, 1 coat before the tile screed and 3 coats after
- * Organise tiler to tile the entire bathroom
- * Install new cornice if required
- * Install new toilet suite, bath, vanity, washing machine and all tapware
- * Supply and install the new shower screen
- * Clean area and take away all rubbish
- * Test and commission bathroom
- * Owner to supply PC items, all tapware and tiles
- * 2 weeks notice will be given prior to starting and 24 hours notice to residents for noisy work

Budget Cost - [REDACTED]

Terms

Whilst all care will be taken, no allowance has been included in the calculation of our tender for the repair, making good or painting of building surfaces including ceilings, walls or floors which may be affected unless listed in the 'Scope of Works'. We also have not allowed for disturbances or rectification of any other services

Thank you for the opportunity of submitting our estimate for your approval.

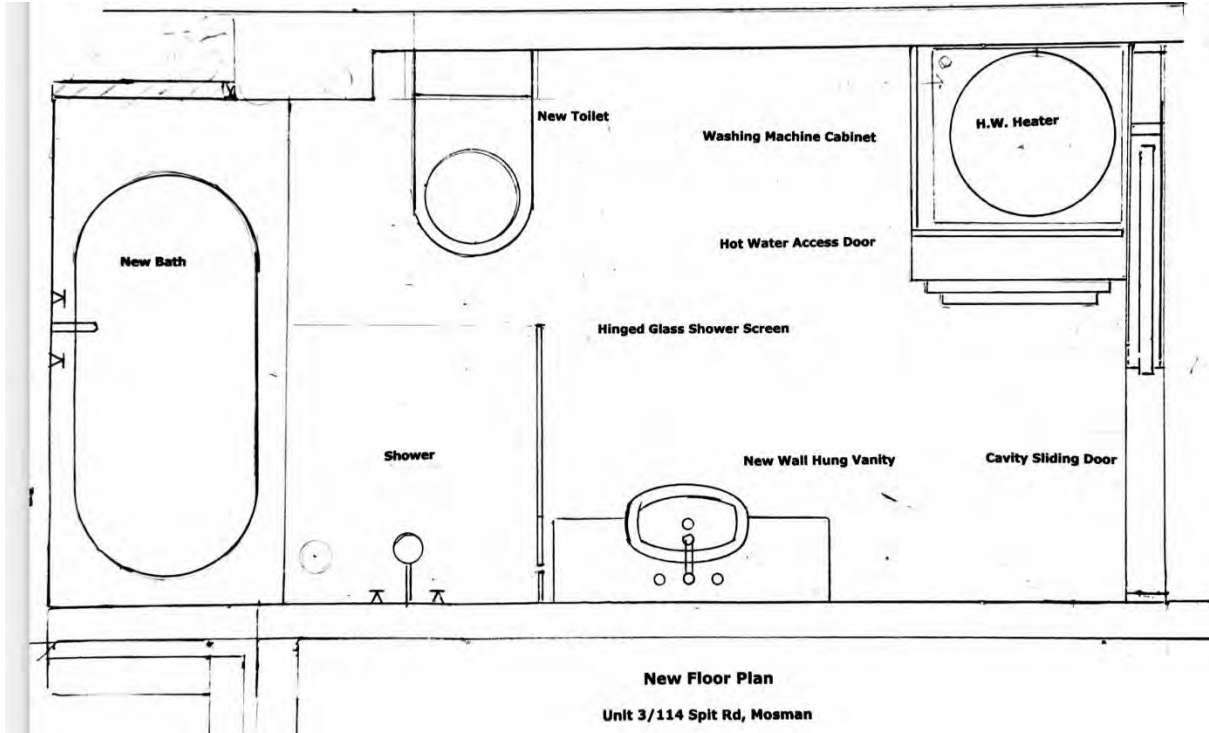
SP 1648

Special By-Law 15 Annexure

PLANS

Proposed Bathroom plan

Date of plans: 07/06/2023



Special By-Law 16 Annexure

ANNEXURE "A" Scope of Works

Bathroom:

In Vogue

BATHROOMS

Dear Hannah.

Enclosed is a quotation for the proposed Bathroom renovation at the above address..

Design

- Architectural plans to be drafted including all dimensions, elevations and 3D images.
- Secondary onsite meeting to discuss quotation and layout.

Fit drop sheets

- Protect flooring to ensure dust is not carried through house. Fit plastic sheets to adjacent doorways.

Strip out

- Remove all floor tiles and bedding.
- Remove all wall tiles and render where needed.
- Remove existing vanity unit.
- Remove existing toilet suite.
- Remove existing shower screen.
- Remove existing inbuilt bathtub.
- Remove existing cornice.
- Remove all taper and accessories.
- Remove bathroom entry door. (Door to be stored and reinstalled after tiling completion)

Carpenter

- Trim and install entry door after tiling completion.
- Install new architraves to suite existing.
- Install timber blocking for vanity and wall mirrors.

Plumber

- Prepare all pipework and install 1x wall mounted shower rail and wall mixer.
- Prepare all pipework and install vanity unit.
- Install vanity counter top as well as 1x bench mounted mixer tap.
- Install new back to wall toilet suite.
- Install chrome cube over vanity drainage pipe.
- Check all floor waste to suit new square smart tile floor waste.

Electrician

- Supply power to client supplied ceiling light fitting.
- Supply and install 1x double powerpoint above vanity unit.
- Supply and install 1x light switch to bathroom wall.
- Access ceiling fan and include if needed.

Renderer

- Re render all wall with sand cement render.
- Cover all paperwork and prepare for plumber.
- Plumb and level all walls and prepaid for tiler.

InVogue

BATHROOMS

Waterproofing

- To be laid over entire bathroom floor and shower area.
- All internal corners to be fibreglassed and sealed.
- All floor joins to be sealed with flexible sealer.
- Supply a waterproofing certificate after tiling completion.

Tiler

- Lay a preliminary sand cement screed to allow for correct tile falls.
- Lay standard size floor tiles to entire bathroom floor.
- Lay standard size wall tiles up to ceiling on all bathroom walls..
- Install aluminium tile surround to all external corners.
- Install smart tile floor waste to all floor drains.
- Install colour matched grout to all floor and wall tile joints.
- Install colour matched silicon to all internal corners.

Glazer

- Supply and install a fully frameless shower screen panel.
- Supply and install all glass brackets in chrome.

Finish off

- Plumber to install vanity unit, toilet suite and all other accessories.
- Electrician to install all light fittings, powerpoint and light switches.
- Carpenter to wipe down all wall and floor tiles as well as install all towel rails and other accessories.

Remove all rubbish

- All rubbish from site (**please note asbestos removal has not been allowed for**)

Final inspection

- To ensure all rubbish is removed and the bathroom and site is clean.

Painting

- To be completed by home owner including gap filling, sanding and prep work.
- Please note: Painting can be organised by InVogue bathrooms for an additional \$1000.00 after inspection

Warranty

- InVogue bathrooms to supply a company 10 year warranty for all workmanship and waterproofing.
- Compulsory home owners warranty will need to be supplied by InVogue Bathrooms with an estimated additional cost of \$500.00.

Kitchen:

InVogue

BATHROOMS

2nd November 2023

Hannah Park
28/114 Spit Road
Mosman
NSW

Dear Hannah.

Enclosed is a quotation for your proposed Kitchen at the above address.

1. Supply Kitchen as per drawing (Yet to be drawn and check measured)
2. Full Installation of Kitchen and fitting of all appliances.
3. Plumber to connect sink, dishwasher and gas hot plate.
4. Electrician to connect oven, fridge, microwave, range-hood as well as provide four new power points.
5. Render to all wall behind existing cabinetry. (paint by others)

Specifications and Inclusions:

Doors

- . Laminate 18mm flat panel door and draw fronts

Bench top

- . Stone bench top to be 20mm with square edge as well as sink and cook top cut out.

Splash-back

- . Tiler to tile all splash backs where needed.

Inclusions

1. 8 Blum Soft-close Tandem drawers
2. Soft close door feature with premium Blum hinges to all doors
3. Premium grey cutlery insert to one top drawer
4. Colour matched Laminate integrated microwave section and laminate Panel

Wall Removal:

InVogue

BATHROOMS

Dear Hannah.

Enclosed is a quotation for the proposed brick wall removal at the above address

Fit drop sheets

- Protect flooring to ensure dust is not carried through house. Fit plastic sheets to adjacent doorways.

Strip out

- Remove existing kitchen flooring.
- Remove all kitchen cabinets including overhead cabinets.
- Remove all kitchen appliances.
- Remove all render from existing brick wall.
- Remove all brickwork where needed in dividing wall.

Plumber

- Cap existing water feed to kitchen sink.
- Cap existing water feed to kitchen sink.

Electrician

- Disconnect hardwired cable connected to back of oven.

Renderer

- Re render all walls in kitchen area and make good for plasterer.
- Install external corners to brick work to ensure cracking does not occur.
- Fill in any missing brickwork where needed.

Plasterer

- Smooth set all newly rendered wall and prepare all surfaces for paint.
- Smooth set ceiling where needed and prepare for paintwork.

Remove all rubbish

- All rubbish from site (please note asbestos removal has not been allowed for)

Final inspection

- To ensure all rubbish is removed and the bathroom and site is clean.

Painting

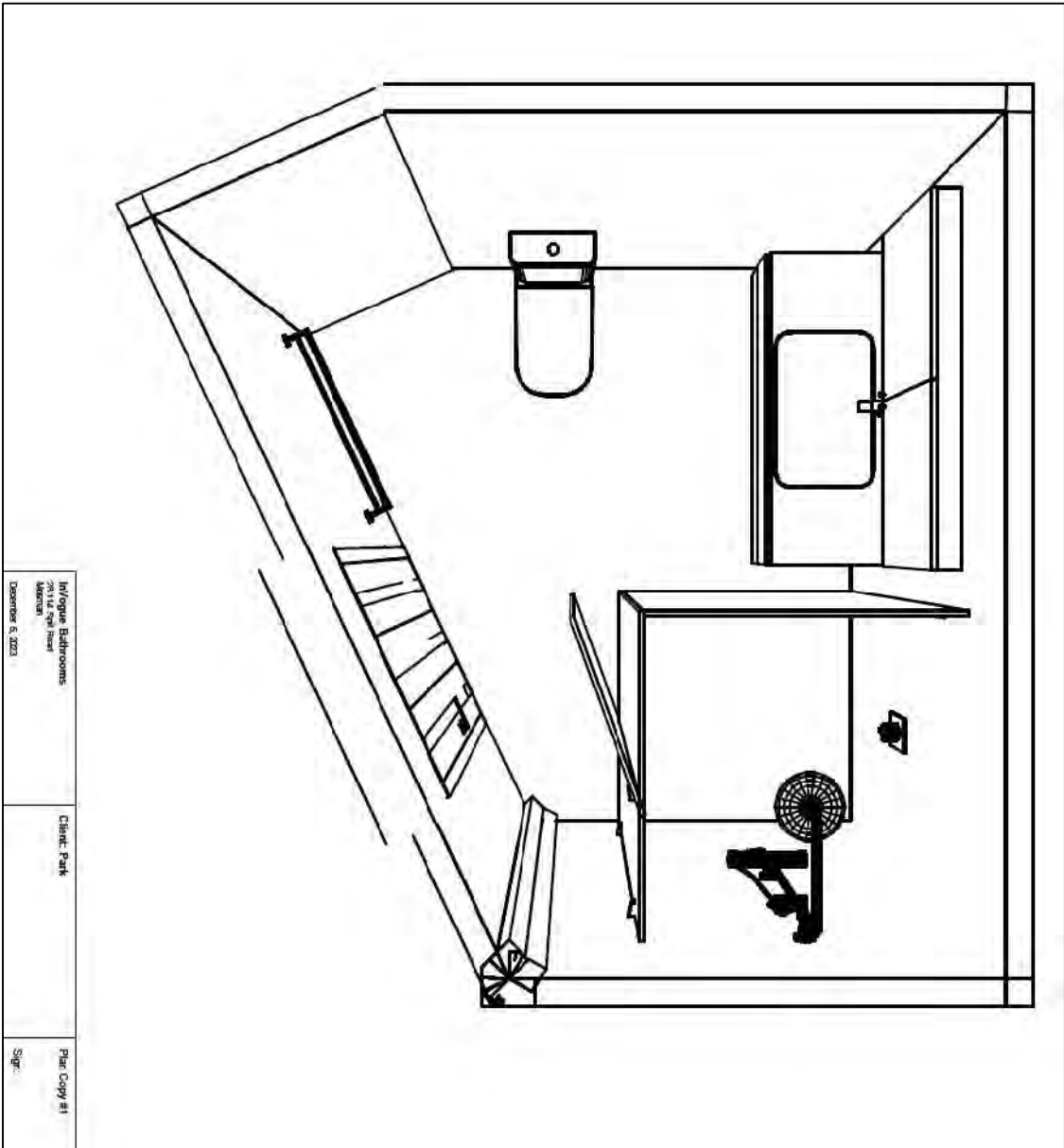
- To be completed by home owner including gap filling, sanding and prep work.
- Please note: Painting can be organised by InVogue bathrooms for an additional \$1000.00 after inspection

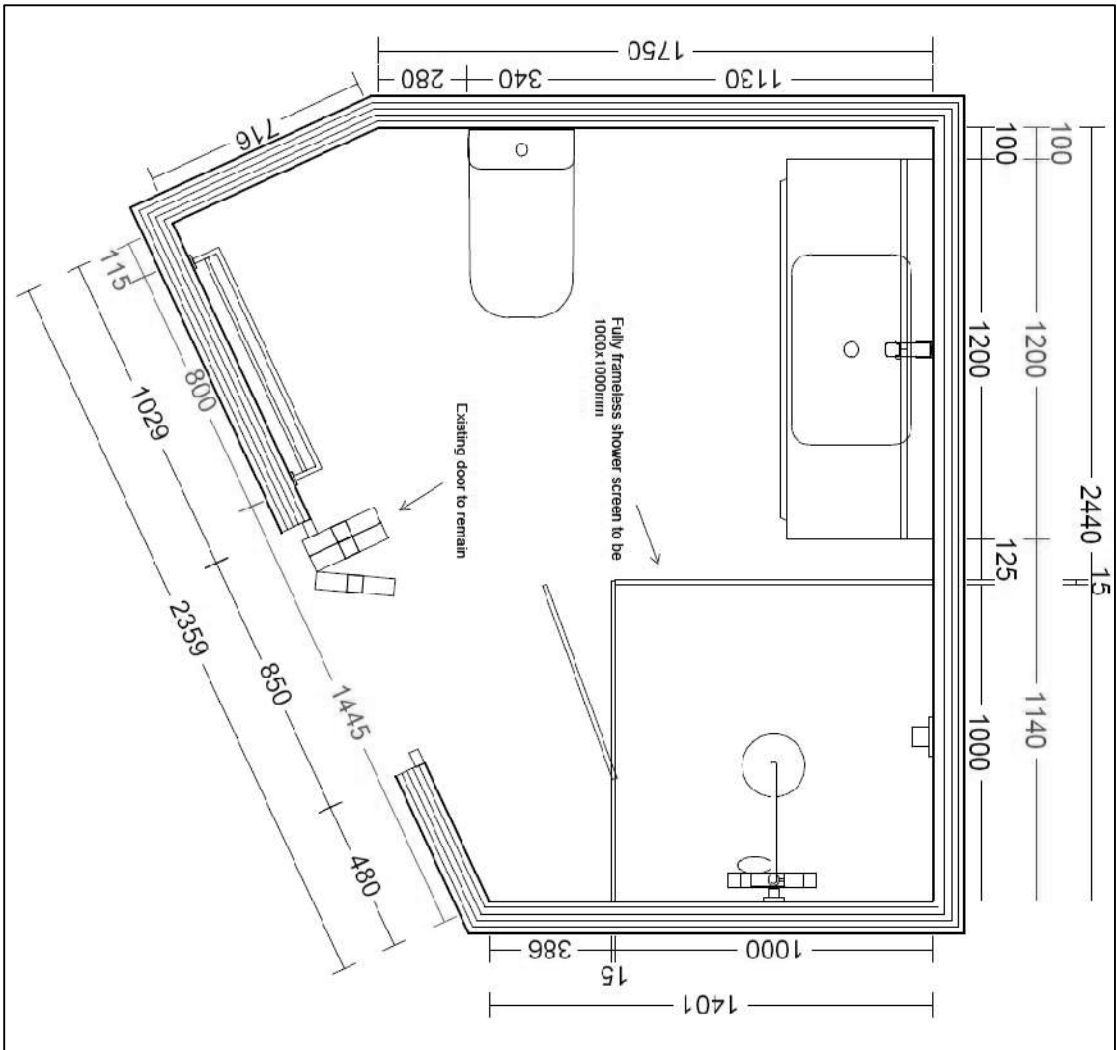
Please note

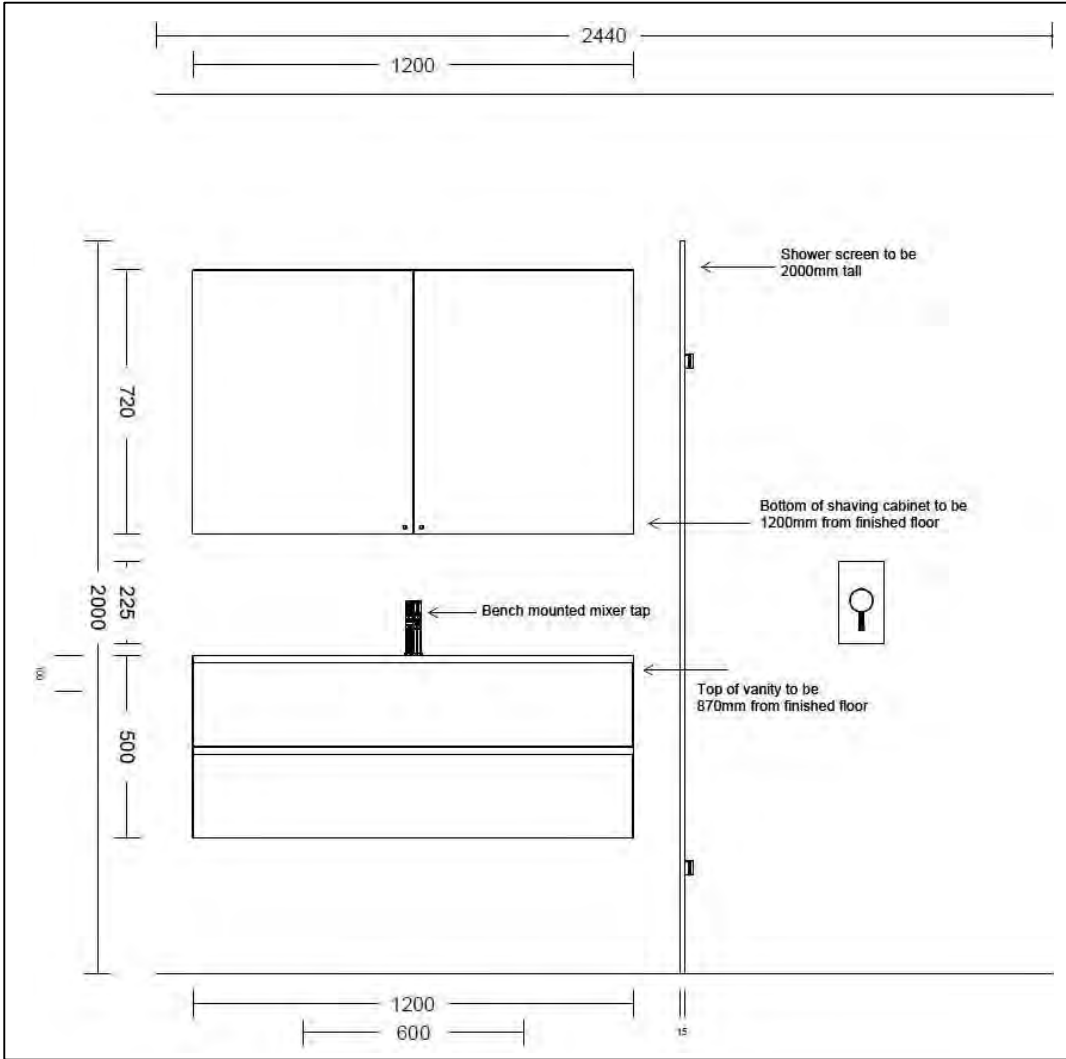
- Engineers report will have to be approved by body corporate before any demolition commences.

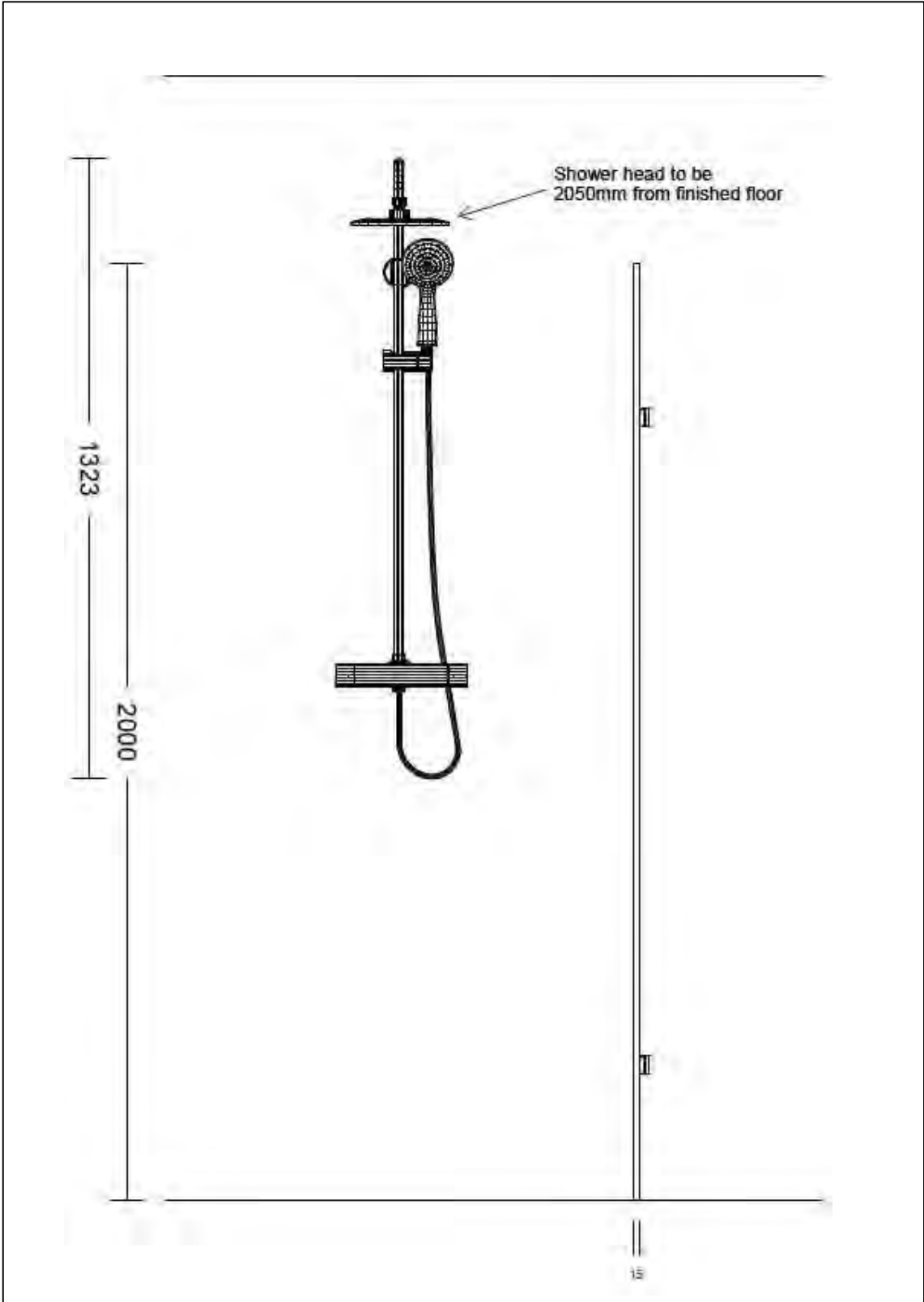
No allowance has been made for replacing flooring throughout the unit.

ANNEXURE "B"
Bathroom Plans



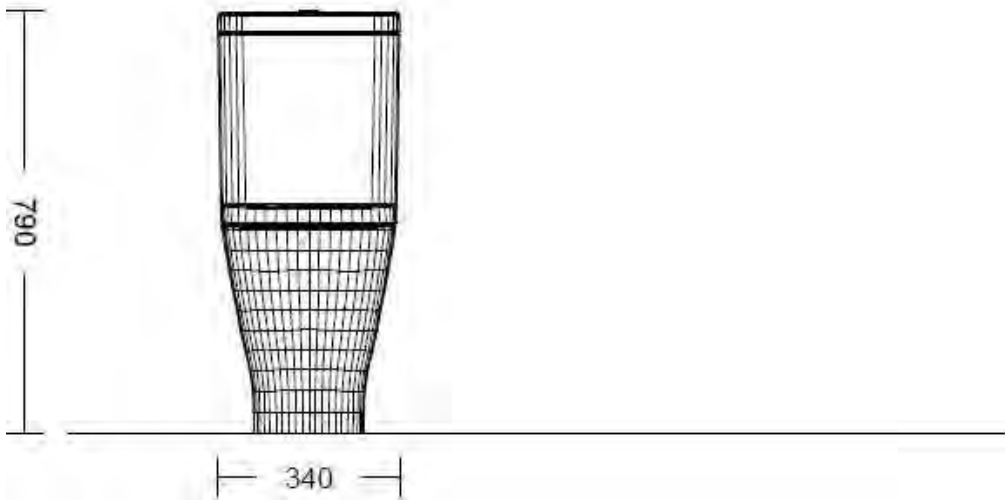






1750

Existing toilet position



ANNEXURE "C" Structural Adequacy Certificate



Job No. 20501

25 January 2024

STRUCTURAL ADEQUACY CERTIFICATE

PROPOSED WALL REMOVAL

AT Unit 28, 114 Spit Road,

Mosman

For Hannah Park

This is to certify that we have inspected the above property on the 16th November 2023 and again on the 25th January 2024 and observed the proposed wall to be removed/ altered. We can confirm that the wall between the living room and kitchen can be removed/ altered without affecting the structural adequacy of the building. The alteration including removing approximately 2.5m of wall and existing doorway, leaving approximately 1m of wall to remain. The wall is a single skin brick wall which is not load bearing.

Inhouse Consulting Engineers is a professional structural engineering practice in accordance with Part A1.1 of the NCC and we confirm that this office is appropriately experienced and insured to provide this certification.

I, Lithesh Prasad, of Inhouse Consulting Engineers, am a qualified and practicing structural engineer and I hereby certify that the wall between the living room and kitchen may be removed.

Inspection and certificate written by:

George Agapiadis
Structural Engineer
B.Eng (Civil), MIE Aust

Checked by:

Lithesh Prasad
Principal Structural Engineer
BE (Hons) MIEAust, CPEng, NER
Reg. No. 2266356
PRE 1908, DEP 3076 (Class2 Bldg)