

By-Laws

Plan 57164

289 Sussex Street
Sydney NSW 2000

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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

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

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.

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Damage to common property

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

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 offensive 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.

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By-Law 8 Invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of 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.

AND

- i. that for security purposes all contractors and tradesmen wishing to enter the common property must provide their vehicle their vehicle registration with the Building Management prior to entering the building and must sign out when they leave the premises.
- ii. that for security purposes residents shall inform the Building Management of visitors who will need to access the lifts and any other common property within the building.
- iii. that for security purposes the Building Management has the authority where considered necessary to demand photo or other means of identification from unrecognised persons within the building.
- iv. that any unauthorised person within the building who has been asked by the Building Management to leave the building and has refused to do so be deemed a trespasser.
- v. that the Building Management shall have the authority to evict from the building any trespasser and in such circumstances the Building Management may call upon security guards and or the police to assist if it considers this to be necessary.

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

1. The total number of adult persons ordinarily resident in any apartment is not to exceed twice the number of bedrooms.

Note: For example, a 2 bedroom apartment is limited to 4 adult persons, a 3 bedroom apartment to 6 adult persons etc.

2. This by-law applies to existing and future occupancies

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.

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By-Law 11 **Cleaning windows and doors**

1. An owner or occupier of a lot must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless exterior glass or part of the exterior glass cannot be accessed by the owner or occupier of the lot safely or at all.
2. The Owners Corporation is responsible to keep clean the exterior surface of glass in windows and doors comprised in the common property that cannot be access by the owner or occupier of the lot safely or at all.

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

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

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

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

By-Law 14 **Floor coverings**

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
2. This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area tiled at the time of registration of the strata plan.

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By-Law 15 **Garbage disposal**

1. An owner or occupier of a lot must ensure that before refuse, recyclable material or waste is placed in receptacles it is in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines.
2. Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-Law 16 **Keeping of animals**

1. Subject to section 49 (4), an owner or occupier of a lot must not, without the prior approval in writing of the Owners Corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
2. The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

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.

By-Law 18 **Notice-board**

The 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).

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By-Law 20 **Vermin and filters**

1. The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.
2. For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors, enter the lot at any reasonable time on notice given to any occupier of the lot.

By-Law 21 **Use of lift**

The proprietor of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

By-Law 22 **Restrictions on occupation**

1. The maximum number of adults permitted to reside in a two bedroom apartment is four (4).
2. The maximum number of adults permitted to reside in a one bedroom apartment is two (2).

By-Law 23 **Controls on hours of operation and use of facilities**

1. The Owners Corporation may determine if it considers it is appropriate for the control, management and administration, use or enjoyment of the lots or the lots and common property of the strata scheme, that facilities situated on the common property may be used only during certain times or on certain conditions.
2. An owner or occupier of a lot must comply with a determination referred to in sub-clause (1).

By-Law 24 **Air conditioning units**

1. The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within his lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
2. Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned each month.

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By-Law 25 **Security service**

1. In this by-law "security services" means goods or services that assist in maintaining and enhancing the security of the strata parcel and common property and includes agreements with service providers, the purchase and installation of security equipment, hardware, software and any other item that assists the Owners Corporation in its functions of managing and administering the common property and the strata plan.
2. In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, or other Act, the Owners Corporation shall have the following powers, authorities and functions:
 - a. the power and authority to appoint or enter into agreements with a security company, or security companies and/or other providers of security services.
 - b. the power and the authority to engage consultants and contractors for these purposes.
 - c. the power and authority to apply the funds of the Owners Corporation to these purposes.

By-Law 26 **Use of facilities**

The facilities situated on the common property of Strata Plan 57164 shall be used only by residents and their accompanied invitees. The Owners Corporation shall, from time to time, institute such systems to regulate the usage of facilities on the common property as it sees fit.

By-Law 27 **Commercial signage**

1. The registered proprietor or occupier of commercial premises in the development shall be entitled to place one (1) only sign advertising the availability of the commercial premises for lease or sale.
2. Should a registered proprietor or occupier breach this by-law, the Owners Corporation shall be entitled to seek to impose a penalty through the Strata Titles Board not exceeding \$5,000.

By-Law 28 **Use of commercial premises**

1. The Owners Corporation must grant consent to the use of any commercial premises in the Strata Plan provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
2. The Owners Corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this by-law.

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By-Law 29 Commercial signs

1. All commercial signage in the development must be of a size and dimension, requiring approval by both the Executive Committee and the Sydney City Council prior to installation.
2. The Owners Corporation shall have the right to remove any signage that does not comply with this by-law at the cost of the proprietor.

Special By-Law 1 Works- Lot 125 & 126

On the conditions set out in this by-law, the owner for the time being of each of Lots 125 and 126 ("the owner") shall have a special privilege in respect of the common property to undertake construction and thereafter to maintain an opening in the boundary wall dividing Lots 125 and 126, all such works being in accordance with the drawing marked Annexure "A" dated 3 October 2002 and the letter from "Peter Allsopp Pty Limited" dated 4 October 2002, copies of which form an exhibit to the minutes of meeting at which this by-law is made.

The undertaking by the owner of these works and the maintenance of the works thereafter is referred to in this by-law as "the works".

Conditions:-

Before the Works

1. Before starting the works, the owner must:-
 - 1.1 Provide the Owners Corporation with:-
 - i. A copy of any requisite approval of Sydney Council, including all drawings, specifications, conditions and notes;
 - ii. A copy of any requisite construction certificate for the works under Part 4A of the Environmental Planning and Assessment Act 1979;
 - iii. A copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989;
 - iv. Evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works), to which the owner is a named party;
 - v. A bank guarantee of \$10,000, which may be used by the Owners Corporation according to Conditions 9 to 13; and
 - vi. A copy of a certificate of a duly qualified engineer addressed to the Owners Corporation, certifying that the works will not affect the structural integrity of the building or any part of it.
 - 1.2 Obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

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The Works

2. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - i. Use best-quality and appropriate materials, in a proper and skilful manner;
 - ii. Comply with all conditions and requirements of Sydney Council;
 - iii. Comply with the Building Code of Australia and all pertinent Australian Standards; and
 - iv. Comply with the terms of any approval given by the Owners Corporation under this by-law.
3. Subject to any extension necessitated by reasons beyond his control (such as bad weather), the owner must complete the works within two weeks of commencement.
4. The owner may not vary the works except in accordance with the written approval of the Owners Corporation and Sydney Council.

After the Works

5. After completion of the works, the owner must provide the Owners Corporation with a copy of any requisite compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979.

Maintenance

6. Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
7. The owner must maintain the additions installed in the course of the works in a state of good and serviceable repair, and must renew or replace them when necessary (such maintenance, repair, renewal or replacement forming part of the works for the purposes of conditions 8 and 9).

Damage

8. The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

Bank Guarantee

9. The Owners Corporation may apply all or any part of the bank guarantee to remedying, for its benefit or the benefit of an owner or occupier of another lot in the strata scheme, a breach on the part of the owner of an obligation under this by-law. It may do so without prejudice to any other right that may arise by reason of the breach.
10. Should the Owners Corporation use all or any part of the bank guarantee, the owner on request by the Owners Corporation must pay to the Owners Corporation a further bank guarantee, equal to the amount of the bank guarantee used by the Owners Corporation. The Owners Corporation may use the further bank guarantee as though it formed part of the original bank guarantee.
11. After completion of the works the Owners Corporation may retain the bank guarantee as security for the cost of restoration of the common property in the event that there is a change of ownership of any

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affected lot and the owner fails to comply with his obligation under this by-law to restore the common property.

12. The Owners Corporation must pay any residue of the bank guarantee to the owner within 7 days of settlement of the transfer of any effected lot.
13. The Owners Corporation may release all or any part of the bank guarantee to the owner before settlement of the transfer of any affected lot.

Indemnity

14. The owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works. For the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

Insurance

15. The owner must apply the proceeds of a claim in respect of insurance referred to in Condition 1.1(iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
16. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in Condition 1.1(iii) or 1.1(iv).
17. The owner appoints the Owners Corporation its attorney for the purposes of Conditions 15 and 16, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Owners Corporation may do Work and Recover Costs

18. If the owner fails to carry out his obligations under this by-law after his being requested in writing to do so, the Owners Corporation will be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the cost from the owner, or any person whom, after the work is carried out, becomes the owner of the Lot.
19. Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
20. An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Change of Ownership

21. The rights granted in this by-law are for the benefit of the owner to maintain an opening in the boundary wall dividing Lots 125 and 126 while the owner is the registered proprietor of such lots. In the event that the ownership of either lot is to be transferred then prior to such transfer the owner must restore the common property, the subject of the works and this by-law, dividing Lot 125 from Lot 126 to the condition it was in prior to the commencement of the works to the satisfaction of the Owners Corporation and at the expense of the owner.

Costs

22. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation,

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making, registration and enforcement of this by-law.

Special By-Law 1 Awning to terrace- Lot 189

A. DEFINITIONS

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

"Works" means the works undertaken by the Owner of lot 189 to install a metal awning over the balcony of their lot as shown on the plans and drawings supplied by the Owner and attached to the minutes of the meeting at which this by law was made.

"Owner" means each of the owners for the time being of lot 189.

ii. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act

B. RIGHTS

i. Subject to the conditions in paragraph C of this by-law, the Owner will have:

- a special privilege in respect of the common property to erect and keep the Works to and on the common property; and
- the exclusive use of those parts of the common property occupied by the Works.

C. CONDITIONS

Maintenance

- i. The Owner must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- ii. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

- iii. Before commencing the Works the Owner must submit to the owners corporation the following documents relating to the Works:
 - plans and drawings;
 - specifications;
 - structural diagrams; and
 - any other document reasonably required by the owners corporation.

Approvals

- iv. Before commencing the Works the Owner must obtain approval for the performance of the Works from:

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- the relevant consent authority under the Environmental Planning and Assessment Act (if necessary); and
- any other relevant statutory authority whose requirements apply to the Works.

Insurance

- v. Before commencing the Works the Owner must each effect the following insurances in the joint names of the Owner and owners corporation:
- contractors all works insurance;
 - insurance required under the Home Building Act 1989;
 - workers compensation insurance; and
 - public liability insurance in the amount of \$10,000,000 for the life of the structure.

Performance of Works

- vi. In performing the Works, the Owner must:
- transport all construction materials, equipment, debris and other material in the manner reasonably directed by the owners corporation;
 - protect all areas of the building outside lot 189 from damage by the Works or by the transportation of construction materials, equipment & debris in the manner reasonably acceptable to the owners corporation;
 - keep all areas of the building outside lot 189 clean and tidy throughout the performance of the Works;
 - only perform the Works at the times approved by the owners corporation;
 - not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
 - remove all debris resulting from the Works immediately from the building; and
 - comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

- vii. The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- viii. The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Costs of By-Law, Approvals & Certification

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- ix. The Owner will indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents (including legal costs) and will pay those amounts to the owners corporation when requested.

Licensed Contractor

- x. The Works shall be done:
- in a proper and workmanlike manner and by duly licensed contractors; and
 - in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

Statutory Directions

- xi. In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

- xii. The Works shall remain the Owner's fixtures.

Rights to Remedy Default

- xiii. If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:
- carry out all work necessary to perform that obligation;
 - enter upon any part of the parcel to carry out that work; and
 - recover the costs of carrying out that work from the Owner.

Special By-Law 2 Air quality monitoring station

The Owners Corporation shall be authorised to enter into a licence agreement with Baulderstone Hornibrook Bilfinger Berger Cross City Tunnel Joint Venture ABN 85 947 915 435 permitting (if necessary) the exclusive occupation of part of the common property for an air quality monitoring station, which agreement shall be on such terms and conditions as are approved by the Executive Committee.

Special By-Law 2 Glass partition- Lot 116

A. DEFINITIONS

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

"Works" means the works undertaken by the Owner of lot 116 to install glass partitions (including all ancillary structures) to the terrace area of their lot as shown on the plans and drawings supplied by the Owner and attached to the minutes of the meeting at which this by law was made.

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"Owners" means each of the owners for the time being of lot 116.

- ii. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

- i. Subject to the conditions in paragraph C of this by-law, the Owner will have:
 - a special privilege in respect of the common property to erect and keep the Works to and on the common property; and
 - the exclusive use of those parts of the common property occupied by the Works.

C. CONDITIONS

Maintenance

- i. The Owner must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- ii. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Documentation

- iii. Before commencing the Works the Owner must submit to the owners corporation the following documents relating to the Works:
 - plans and drawings;
 - specifications;
 - structural diagrams; and
 - any other document reasonably required by the owners corporation.

Approvals

- iv. Before commencing the Works the Owner must obtain approval for the performance of the Works from:
 - the relevant consent authority under the Environmental Planning and Assessment Act (if necessary); and
 - any other relevant statutory authority whose requirements apply to the Works.

Insurance

- v. Before commencing the Works the Owner must each effect the following insurances in the joint names of the Owner and owners corporation:
 - contractor all works insurance;
 - insurance required under the Home Building Act 1989;

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- workers compensation insurance; and
- public liability insurance in the amount of \$10,000,000 for the life of the structure.

Performance of Works

vi. In performing the Works, the Owner must:

- transport all construction materials, equipment, debris and other material in the manner reasonably directed by the owners corporation;
- protect all areas of the building outside lot 116 from damage by the Works or by the transportation of construction materials, equipment & debris in the manner reasonably acceptable to the owners corporation;
- keep all areas of the building outside lot 116 clean and tidy throughout the performance of the Works;
- only perform the Works at the times approved by the owners corporation;
- not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- remove all debris resulting from the Works immediately from the building; and
- comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

- vii. The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- viii. The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Costs of By-Law, Approvals & Certification

- ix. The Owner will indemnify the owners corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents (including legal costs) and will pay those amounts to the owners corporation when requested.

Licensed Contractor

- x. The Works shall be done:
- in a proper and workmanlike manner and by duly licensed contractors; and
 - in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

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Statutory Directions

- xi. In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

Owners Fixtures

- xii. The Works shall remain the Owner's fixtures.

Right to Remedy Default

- xiii. If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:
- carry out all work necessary to perform that obligation;
 - enter upon any part of the parcel to carry out that work; and
 - recover the costs of carrying out that work from the Owner.

Special By-Law 2 Glass partitions - Lot 116

Special By-Law 3 Notice of meetings

REPEALED

Special By-Law 4 10% discount on levies

That the Owners Corporation hereby determines generally that, commencing 1 February 2002 a person may pay 10 per cent less of a contribution levied if the person pays the contribution before the due date on which it becomes due and payable.

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Special By-Law 5 Height barriers and bollards- parking levels

In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, the Owners Corporation shall have the following powers:-

1. The power and the authority to acquire and to install height barriers for vehicles and bollards and chains ("the equipment") on common area parking levels (for the purpose of providing additional protection to owners' garages and for better management of traffic control) within the scheme.
2. The duty to maintain the equipment and its component parts in a state of good and serviceable repair.
3. The power and authority to engage consultants and contractors for these purposes.
4. The power and authority to apply the funds of the Owners Corporation to these purposes where necessary.

Special By-Law 6 Security key policy

Definition

In this by-law:-

- I. "keys" means security key cards which enable access to or from the Sussex Street and Day Street entrances to the parcel, the floor level on which an owner's lot is located and the parking level on which an owner's garage is located.
- II. "charges" means security deposits, non-refundable portions of security deposits, replacement fees and the purchase price of keys and remote control units, as determined from time to time by the Owners Corporation.

The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the *Strata Schemes Management Act 1996*, or other Act:-

1. The authority to determine from time to time the charges payable and other contributions for the issue and use of keys and remote control units by owners and occupiers of lots.
2. The authority to restrict the issue of keys and remote control units to common property areas and facilities to owners and occupiers of lots to those who have complied with the conditions determined from time to time by the Owners Corporation.
3. The authority to keep a register of persons to whom keys or remote control units are issued, and to require (with which requirement an owner or occupier of a lot must comply) the periodic return to the Owners Corporation of the keys or remote control units for the purpose of cataloguing and re-issue.
4. The authority to alter the coding of keys and remote control units from time to time in order to maintain or improve security.
5. The power and authority to engage consultants and contractors for these purposes.
6. The power and authority to apply the funds of the Owners Corporation to these purposes where necessary.

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Special By-Law 7 Garage doors

An owner or occupier of a lot must not leave open or unlocked any garage door except when actually leaving, entering or being present in the garage.

Special By-Law 8 Moving furniture/ large objects

An owner or occupier of a lot must not move or transport furniture or large objects through or on common property unless such intention has been registered with the receptionist and a suitable time agreed upon together with a deposit of \$100, or such other amount the Executive Committee from time to time determines, such deposit to be refunded to the owner or occupier only after the caretaker is satisfied that no damage has been caused to the common property as a result of the movement or transport and that all personal property vested in the Owners Corporation that may have been used in the move or transport has been returned in good condition.

Special By-Law 9 Boom gates

In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, or other Act, the Owners Corporation shall have the following powers:-

1. The power and authority to acquire and to install boom gate/s or other vehicle restrictive device/s ("the equipment") within the scheme.
2. The duty to maintain the equipment and its component parts in a state of good and serviceable repair.
3. The power and authority to engage consultants and contractors for these purposes.
4. The power and authority to apply the funds of the Owners Corporation to these purposes where necessary.

Special By-Law 10 Air quality monitoring station

The Owners Corporation shall be authorised to enter into a licence agreement with Baulderstone Hornibrook Bilfinger Berger Cross City Tunnel Joint Venture ABN 85 947 915 435 permitting (if necessary) the exclusive occupation of part of the common property for an air quality monitoring station, which agreement shall be on such terms and conditions as are approved by the Executive Committee.

Special By-Law 11 Notice of meetings

The Owners Corporation will distribute to each owner of Strata Plan 57164 by email (provided that a current email address has been notified in writing to the Owners Corporation through the strata manager) written Notices of Executive Committee Meetings and Minutes of those Meetings.

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Special By-Law 12 **Fire doors**

1. Lot owners will not permit that the fire door which permits entry to that lot is improved or altered in a manner which renders the fire door non-compliant with the Building Code of Australia.
2. Where the fire door which permits entry to an individual lot has been improved or altered since its original installation (whether by installation of non-compliant locks, unimproved deadlocks being installed, the automatic door closer being disconnected or in any other manner) and that improvement or alteration results in the fire door being non-compliant with the Building Code of Australia for the purposes of the annual certification for the Owners Corporation, the costs incurred by the Owners Corporation to carry out the works necessary to bring the door into compliance with the Building Code of Australia will be charged to the levy lot account of the owner of the relevant lot.

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Special By-Law 13 **Recovery of costs incurred by false alarms**

Part 1: Preamble-introduction

This is a by-law made under the provisions of Division 3 of Part 5 of Chapter 2 of the *Strata Schemes Management Act 1996* for the control, management, administration, use and enjoyment of lots and common property. The by-law is made because of the great expense being incurred by the Owners Corporation as a result of the New South Wales Fire Brigade attending false alarms at the scheme. The effect of the by-law is to enable the Owners Corporation, in certain circumstances, to recover the cost incurred from the owner of a lot from whence a false alarm originates.

Part 2: Definitions and interpretation

In this by-law:

1. "False alarm charge" means the charge made upon the Owners Corporation by the New South Wales Fire Brigade for attending a false alarm.
2. Words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the *Strata Schemes Management Act 1996* have the meaning given to them in that Act
3. All parts of this by-law, including the introduction, are to be considered in the interpretation of the by-law.

Part 3: Terms

1. The Owner of a Lot will be liable to compensate the Owners Corporation in respect of any false alarm charge where the false alarm is established to have originated from the Lot as a consequence of negligence or carelessness by the occupier or invitee of that occupier.
2. For the purposes of this by-law the terms negligence and/or carelessness include, but are not limited to, inadequate ventilation when cooking, burning food and/or carrying out works in a lot.
3. The Owners Corporation may require payment from an Owner in accordance with paragraphs 1 and 2.
4. The Owners Corporation may levy a payment as a charge on an Owner of a Lot by serving written notice on the Owner.
5. A charge if not paid at the end of one month after it becomes due and payable bears until paid, simple interest at an annual rate of 10%.
6. The Owners Corporation may recover as a debt a charge not paid at the end of one month after it becomes due and payable together with interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

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Special By-Law 14 **Equipment for the reception and concierge areas**

In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, or other Act, the Owners Corporation shall have the following powers, authorities and functions:-

- a. the power and authority to purchase equipment, furniture and other chattels for use in the reception and concierge areas and other common areas.
- b. the power and the authority to engage consultants and contractors for these purposes.
- c. the power and authority to apply the funds of the Owners Corporation to these purposes.

Special By-Law 15 **Use of common property by building manager**

1. In addition to the functions conferred or imposed on the Owners Corporation by the *Strata Schemes Management Act 1996*, or other Act, the Owners Corporation through its Executive Committee shall have the power and authority to allow the Building Manager to use specified areas of common property to enable the Building Manager to best discharge its duties.
2. In granting the Building Manager use of common property, the Executive Committee may specify the purpose for which the subject common property may be used and the terms and conditions of such use.
3. The Owners Corporation may in its discretion, acting reasonably, terminate the use of common property by the Building Manager under the terms of this by-law.
4. The Building Manager shall comply with the directions of the Owners Corporation under this by-law.

Special By-Law 16 **Intercom handsets**

Introduction

Intercom handsets that form part of the security system within the building are being damaged through excessive wear and tear. The purpose of this by-law is to make it clear that while the Owners Corporation will meet the costs of the security system the owners of lots will pay the costs of replacement of equipment that is damaged through excessive wear and tear.

Definitions and Interpretation

1. In this by-law "Capital Replacement" means the cost of replacing intercom handsets for the intercom system at such time as the security system of the strata scheme is modified or upgraded or the whole system is repaired but does not include the cost of replacing such phone damaged by excessive wear and tear.
2. "Intercom handset" means all of the parts of the intercom and security system located within a lot.
3. The owner of a lot shall be responsible for all costs of maintenance repair and replacement of an

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intercom handset other than costs of Capital Replacement.

Special By-Law 17 Short-term rental accommodation

1. An owner or an occupier of a lot must not use, operate or directly or indirectly facilitate the use of a lot for the purposes of a Short-Term Rental Accommodation Arrangement.
2. Despite clause 1, an owner may use its lot for the purposes of such a Short-Term Rental Accommodation Arrangement if the lot is the Principal Place of Residence of such owner.
3. An owner or an occupier of a lot must not advertise a lot or permit a lot to be advertised for the purposes of a Short-Term Rental Accommodation Arrangement, if the lot is not the owners Principal Place of Residence.
4. An owner or occupier who uses a lot for the purposes of a Short-Term Rental Accommodation Arrangement must comply with the Code of Conduct.
5. For the purposes of ensuring compliance with this by-law the strata committee may require any person in apparent occupation of a lot to produce to the strata committee, written proof of lawful occupation of that lot which may include but is not limited to:
 - a. a passport;
 - b. a residential tenancy agreement specifying that person as the tenant under that agreement;
 - c. a driver's licence nominating the lot as the place of residence of that person;
 - d. a statement, invoice or account from a utility supplier of electricity or gas specifying the address of the lot as the address of that person;
 - e. a statement, invoice or other written document from a bank or other financial institution specifying the address of the lot as the address of that person;
 - f. any other document that establishes to the reasonable satisfaction of the strata committee, the identity of that person and/or that that person is in fact in lawful occupation of the lot or has otherwise been authorised to reside in the lot in accordance with this by-law,

in default of which the owners corporation is entitled to assume that the lot is being occupied contrary to the provisions of this by-law and thereafter the strata committee may without further notice to the owner take such action against the owner of that lot as the strata committee considers appropriate for the enforcement of this by-law.

6. For the purpose of ensuring that any owner or occupier offering their lot or part thereof for use as Short-Term Rental Accommodation Arrangement complies with clause 1 of this by-law, the strata committee may require that owner or occupier to provide to the strata committee a statutory declaration (in the form required by the strata committee) or other documentary evidence as establishes to the reasonable satisfaction of the owners corporation that that lot is the Principal Place of Residence of that owner or that occupier and if the strata committee makes such a request, the owner or occupier must comply with that request within 7 days of receipt of such request in writing.
7. For the avoidance of doubt, the failure of an owner or occupier to comply with a request by the strata committee to provide evidence that a lot is the Principal Place of Residence of that owner or that occupier is a material breach of this by-law and entitles the owners corporation to assume that that lot is not the Principal Place of Residence of that owner or that occupier.
8. Definitions

In this by-law:

Act means the *Strata Schemes Management Act 2015*.

Code of Conduct means the code of conduct declared under section 54B of the *Fair Trading Act 1987 (NSW)*.

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Principal Place of Residence of a person means the one place of residence that is, among the one or more places of residence of the person within and outside Australia, the principal place of residence of the person.

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, including but not limited to arrangements made through the use of online services such as Stayz Holiday Accommodation, Airbnb, VRBO, Homeway or any other similar website or application.

9. Where terms in this by-law are not defined, they have the same meaning as in the Act.

Special By-Law 18

Notice of lease and obligations upon owner and lessors

A. Definitions and interpretation

In this by-law:

- i. "Lease" and "leased" include a sub-lease or assignment of a lease.
- ii. "Lessee" includes sub-lessee or assignee.
- iii. "Lessor" includes sublessor or assignor.

2. In this by-law words importing the singular include the plural and vice versa; words importing a gender include any gender and words defined in the *Strata Schemes Management Act 1996* have the meaning given to them in that Act.

B. Terms

1. If a lot is leased the owner of the lot must give written notice of the lease to the secretary of the Owners Corporation within 14 days after the commencement of the lease. The notice must include the first page of the residential tenancy agreement specifying the name of the tenant, the number of authorised occupants, the date of commencement of the lease and the name of any agent acting for the owner.
2. A lessor of a lot must provide the occupant of his lot with a copy of all by-laws applicable to the strata scheme and must take any necessary and reasonable action to restrain any breach of the by-laws by the occupier of his lot.
3. An owner of a lot must take any necessary and reasonable action to restrain any breach of the by-laws by the occupier of his lot.
4. A lessor of a lot must take any necessary and reasonable action to enforce the terms of any residential tenancy agreement if there is any breach of the by-laws, any other breach of such residential tenancy agreement, the provisions of the *Residential Tenancies Act 1987*, or any other legislation affecting the relationship of landlord and tenant, by the occupier of his lot.
5. The duty imposed under this by-law is in addition to the duty imposed on the lessor of a lot under section 119 of the *Strata Schemes Management Act 1996*.
6. The terms of this by-laws are additional to the terms of by-law 22 that limits occupation to a maximum of 4 adults in a two bedroom apartment and 2 adults in a one bedroom apartment.

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Special By-Law 19 **Consumption of food/drink**

1. The owner or occupier of a lot must not consume food and/or drink on any part of the common property at any time.
2. The owner or occupier of a lot must take all reasonable steps to ensure that any invitee of the owner or occupier does not consume food and/or drink on any part of the common property at any time.

Special By-Law 20 **Properly clothed**

1. The owner or occupier of a lot must be dry and properly clothed at all times when he is on any part of the common property, other than the common property pool and adjoining change rooms located on level 1 of the building.
2. The owner or occupier of a lot must take all reasonable steps to ensure that any invitee of the owner or occupier is dry and properly clothed at all times when the invitee is on any part of the common property, other than the common property pool and adjoining change rooms located on level 1 of the building.
3. For the purposes of this by-law:
 - a. a person is "dry" if water is not dripping from that person to the floor; and
 - b. a person is not "properly clothed" if he is clothed only in swimwear without any additional clothing over this swimwear and/or if he is not wearing shoes.

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Special By-Law 21 Term of tenancy

1. An owner or occupier of a lot must not permit the use of the lot for residential purposes by a lessee or tenant unless:
 - a. the lessee or tenant is party to a residential tenancy agreement in the terms prescribed by the regulation under the Residential Tenancies Act 1987;
 - b. the residential tenancy agreement is for a term of not less than three months; and
 - c. the Owners Corporation has been provided by the owner or occupier with:
 - i. a copy of the residential tenancy agreement, executed by the lessee or tenant and the owner or occupier; and
 - ii. evidence of payment of a bond, provided by the lessee or tenant, to the Rental Bond Board.
2. An owner or occupier of a lot may not use the lot or allow it to be used as a serviced apartment or for hostel or backpacker accommodation.
3. An owner or an occupier of a lot may not use the lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the *Environmental Planning & Assessment Act 1979*.
4. An owner or occupier of a lot may not advertise that the lot is available for a purpose proscribed by this by-law.

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Special By-Law 22 Sub-lease of lot

1. An owner of a lot may not permit a lessee or occupier of his lot to enter into a sub-lease of the lot or otherwise enter into a tenancy agreement with any third party without the prior written consent of the owner.
2. An owner of a lot shall not allow the lot to be used or occupied by any third party who uses or occupies the lot pursuant to an agreement with the owner's lessee or pursuant to an agreement with an occupant of the lot who is not the owner unless the owner of the lot has given prior written consent to the use and occupation of the lot by that third party.
3. An owner or occupier of a lot must not permit the use of the lot for residential purposes by a sub-lessee unless:
 - a. the sub-lessee is party to a residential tenancy agreement in the terms prescribed by the regulation under the *Residential Tenancies Act 1987*;
 - b. the Owners Corporation has been provided by the owner of the lot with a notice in compliance with Section 119 of the *Strata Schemes Management Act 1996* in respect of the sub-lease; and
 - c. the owner has notified the strata managing agent of the Owners Corporation that he has given written consent to the use and occupation of the lot by the sub-lessee.
4. An owner of a lot must provide every occupier of his lot with a copy of the registered by-laws, and must take any necessary and reasonable action to restrain any breach of the by-laws by all occupiers of his lot.
5. An owner or occupier of a lot shall not advertise that the lot is available for a purpose or is available for use in a manner that is prohibited by this by-law.

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Special By-Law 23 **Restricting use of common property**

1. This by-law is made for the purpose of regulating unauthorised use of common property facilities by persons who are not owners of Lots or occupiers of Lots pursuant to residential tenancy agreements which have been provided to the Owners Corporation.
2. The building manager appointed by the Owners Corporation from time to time is authorised by the Owners Corporation to prohibit the use of common property facilities including the swimming pool, gymnasium and spa, by any person other than:
 - i. an owner of a Lot;
 - ii. a person who is named in a residential tenancy agreement with a Lot owner, a copy of which has been provided to the building manager;
 - iii. a person who is named in a residential tenancy agreement with a tenant who has entered into a residential tenancy agreement with a Lot owner where a copy of the residential tenancy agreement between the Lot owner and the tenant and the residential tenancy agreement between the tenant and the sub-tenant have been provided to the building managerhereinafter called "an approved person".
3. The building manager is authorised by the Owners Corporation to de-activate any security card held by any person other than an approved person, in order to prohibit that person's access to common property facilities including the swimming pool, gymnasium and spa.
4. A Lot owner shall notify the Owners Corporation of the names of all persons who are entitled to occupy his Lot and the dates during which they shall be entitled to occupy his Lot, within 14 days of a written request for those details being sent to that Lot owner's strata roll address by the Owners Corporation.
5. In addition to the powers granted to the building manager by clause 3 above, the building manager is authorised by the Owners Corporation to de-activate any security card held by any person other than a person named by a Lot owner in response to a request made in accordance with clause 4 above. In the event that no response is received from a Lot owner in accordance with clause 4 above, the building manager is authorised by the Owners Corporation to de-activate all security cards for that owner's Lot until such time as the occupier of the Lot is an approved person or the owner of the Lot provides the Owners Corporation with the names of all persons who are entitled to occupy his Lot and the dates during which they shall be entitled to occupy his Lot.
6. The owner of a Lot shall indemnify the Owners Corporation in respect of all claims, liability and cost that may be made, suffered or incurred by the Owners Corporation as a result of any occupier of his Lot being prohibited from using any or all common property facilities in accordance with this by-law.

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Special By-Law 24 Parking on common property

1. Vehicles parked on common property do so under the following conditions.
2. Vehicles parked on common property without authorisation are taken to be trespassing.
3. Building Management has the right to have unauthorised vehicles that are parked on common property either removed or impounded, both of which will be at the expense of the owner of the vehicle.
4. For the purposes of clauses 2 or 3, authorisation to park on common property may be granted by the building manager.
5. The building manger shall maintain a record of granting of authorisation to park on common property. The record will note the time when the licence was granted, the time the licence comes into effect and the duration of the licence, the vehicle to which the licence applies and lot owner or tenant requesting the authorisation.
6. The owner of any vehicle parked on common property indemnifies the owners' corporation and the building manager against any damage to the vehicle.
7. The building manager shall cause a notice to be placed at the entry gates on James Lane to warning all visitors of the conditions of entry

Special By-Law 24 Consent of owners corporation

1(a)**Subject to 1(b)**, a consent given by the Owners Corporation under any by-law is revokable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the owner or occupier of the Lot to whom the consent or approval is given is responsible at their cost for the compliance with the terms of the consent.

1(b) The Owners Corporation may only exercise its right to revoke in the circumstances where the owner has provided information which is materially misleading and inaccurate for the purpose of obtaining consent.

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Special By-Law 25

Despatch of notices electronically

1. The owner of a lot may notify the Owners Corporation in writing of an e-mail address of the owner for the service of notices under these by-laws or the Strata Management Act and may amend that e-mail address from time to time by further notice in writing to the Owners Corporation.
2. If an owner of a lot notifies the Owners Corporation in writing of an e-mail address for the service of notices or an amendment of a previously-notified e-mail address, the Owners Corporation must record that e-mail address in the strata roll.
3. If an owner of a lot has notified the Owners Corporation in writing of an e-mail address for the service of notices, any notice required or authorised by the Strata Management Act or the by-laws to be served on an owner of a lot may be served on that owner by sending the whole of that notice (including all attachments to that notice) by e-mail to the owner at that e-mail address.
4. If a notice is despatched electronically to an owner of a lot at the last e-mail address recorded in the strata roll for that owner and the sender receives an electronic notification that the transmission of the e-mail was not successful or the notice is not transmitted to an owner at the last e-mail address recorded on the strata roll, the notice will not be duly served unless served on the owner by another means specified in the Strata Management Act for the service of notices on an owner of a lot.
5. A notice served on the owner of a lot by e-mail in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive any electronic notification of unsuccessful transmission.

Special By-Law 25

Monetary bond to lots

A. DEFINITIONS

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

"Works" means the alterations, additions and renovations undertaken by an Owner of a Lot to the Lot and so much of the common property as is permitted under a separate by-law.

"Owners" means each of the Owners of a Lot for the time being in Strata Scheme 57164.

"Bond" means an amount of money (being not less than \$5,000) to be decided from time to time by the Executive Committee.

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

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

B. SCOPE OF BY-LAW

Owners must not carry out any Works without the prior written consent of the Owners Corporation or its Executive Committee.

C. POWERS OF THE OWNERS CORPORATION

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The Owners Corporation or its Executive Committee shall have the following additional powers, authorities, duties and functions:

1. The power to impose on the Owner a condition that a Bond be paid to it as a condition to the consent to carry out Works;
2. The power to decide from time to time the amount of the Bond on a case by case basis;
3. The power to collect the Bond before Works are commenced;
4. The authority to hold the Bond in a separate account to be established for the purpose;
5. The duty to refund the Bond to the owner at the completion of the Works if no damage to common property has been caused by the Works;
6. The authority to delegate to the Building Manager the function of assessing the extent of damage (if any) to the common property caused by the works;
7. The authority to delegate to the Building Manager the power to enter onto any part of the parcel to assess the damage referred to in this clause;
8. The power to withhold all or any part of the Bond from an Owner if the Building Manager has assessed that damage to the common property has occurred due to the Works;
9. The authority to appropriate so much of the Bond as is required to rectify the damage to the common property that (in the reasonable opinion of the Building Manager) has been caused by the Works;
10. The power to enter onto any part of the parcel to carry out the rectifications pursuant to this by-law;
11. The power to demand from the Owner any shortfall in the funds required to rectify the damage to the common property in accord with this by-law;
12. The power to recover any shortfall in funds required to rectify the damage as a debt in a court of competent jurisdiction.

Special By-Law 26 **Alter structure of a lot**

The owner or occupier of a Lot must not alter the structure of the Lot without giving to the Building Manager and Owners Corporation a written notice describing the proposed alteration at least fourteen (14) days before the commencement of the alteration.

Special By-Law 26 **Light fittings**

An Owner must properly maintain, renew, replace or repair that part of the common property comprising of any downlight fittings, globes, transformers, wiring or any other ancillary equipment exclusively servicing the lighting of an owners lot.

For the avoidance of doubt and for the purposes of Section 62(3) of the Act the Owners Corporation has determined that it is inappropriate to maintain or repair the items contained in this by-law.

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Special By-Law 27 Non carpet floor coverings within lots

A. DEFINITIONS

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

"Non-carpet Floor Covering" means a floor covering on the lower boundary of a lot (other than a kitchen, laundry, lavatory or bathroom) other than carpet, including but not limited to, parquet, tiles, cord and marble.

"Owner" means each of the proprietors for the time being of a lot within Strata Plan 57164.

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

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

B. APPLICATION OF BY-LAW

This by-law applies to all Non-Carpet Floor Coverings installed or laid by the Owner.

C. PROHIBITION

An Owner must not install or lay a Non-Carpet Floor Covering in the Owner's Lot unless the Owner complies with the conditions specified in paragraph E;

D. RIGHTS

Subject to the conditions in paragraphs E, Owners are granted a special privilege to lay and maintain Non-Carpet Floor Coverings at the lower boundaries of their Lots.

E. CONDITIONS FOR NEW NON-CARPET FLOOR COVERINGS

An Owner may install or lay a Non-Carpet Floor Covering in that Owner's Lot on condition that the Owner:

Works

1. When carrying out works in relation to the installation of a Non-Carpet Floor Covering the Owner:
 - a. Protects all areas of the common property from damage;
 - b. Does not disturb the peaceful enjoyment of the Owner or occupier of another lot; and
 - c. Promptly removes all debris resulting from works.

Noise

2. Ensures that the impact noise rating of the floor after the non-carpet floor covering has been installed is $L_{ntw} 55$ when carried out according to the requirements of ISO 140-7:2006 and calculated using ISO 717-2:2004;

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3. Provides to the Owners Corporation at the Owner's expense within 14 days after the Non-Carpet Floor Covering has been installed a certificate of compliance from the approved installer confirming the acoustic rating is within the standard prescribed in clause 2 and to grant access for the purposes of testing by the Owner of the Lot or Lots below by a qualified engineer to verify that the measured L_{ntw} meets that prescribed standard.

Maintenance

4. Properly maintains and keeps the common property to which the Non-Carpet Floor Covering is attached in a state of good and serviceable repair;
5. Properly maintains and keeps the Non-Carpet Floor Covering in a state of good and serviceable repair and replaces it as required from time to time; and

Cost

6. Pays all costs of the installation, maintenance and repair of the Non-Carpet Floor Covering.

Special By-Law 27

Air conditioning plant & equipment serving a lot

An Owner must properly maintain, repair, renew or replace that part of the common property occupied by and including the plant which respectively services the owner's air conditioning system as well as that part of the common property occupied by and including the pipeline connecting the plant to the respective air conditioning system of an owner's lot.

For the avoidance of doubt and for the purposes of Section 62(3) of the Act the Owners Corporation has determined that it is inappropriate to maintain or repair the items contained in this by-law.

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Special By-Law 28 Recovery of costs

A. DEFINITIONS

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

"Lot" means the Owner's lot in Strata Scheme 57164.

"Owner" means each of the owners for the time being of the lot.

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

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

B. TERMS

In the event the Owners Corporation:

1. affects work to remedy damage to common property caused by an Owner or an Owner's occupier, visitors to the Owner's Lot or persons carrying out work on the Lot; or,
2. incurs service charges from the Strata Managing Agent, or any other third party service provider, arising from an Owner or an Owner's occupier or visitors to the Owners Lot not discharging responsibilities attributable to the Owner as a result of ownership of the Lot resulting in costs being invoiced to and paid by the Owners Corporation ("invoiced costs");

the Owners Corporation may:

3. Include the value of those invoiced costs in notices for that Owner's administrative fund or sinking fund contributions; and after having given that owner such notice of the invoiced costs;
4. Recover the invoiced costs as a debt, due and payable to the Owners Corporation and which, if unpaid within one month of being included in notices for the Owner's administrative or sinking fund contributions, will bear simple interest at the rate of ten percent (10%) per annum until paid.

Special By-Law 28 Tiling- Lot 186

DEFINITIONS

Owner means the owner for the time being of lot 185 in strata plan no. 57164.

Tiling means the alterations and additions undertaken by the Owner to their lot and so much of the common property as is necessary (including all ancillary structures) to install new tiling to the entire floor of their lot before the date of the making of this by-law.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all genders.

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Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

SCOPE OF BY-LAW

The Owner has a special privilege to carry out and keep and maintain their *Tiling* and the exclusive use of the common property occupied and immediately affected by their *Tiling*, on all the conditions of this by-law.

CONDITIONS

1. The *Owner* must properly maintain and keep the *Tiling* in a state of good and serviceable repair (at their own cost) and replace the *Tiling* or any part of it at their own cost as the owners corporation may reasonably require from time to time.
2. The *Owner* must accept liability for any damage caused to the common property or their lot or any other lot as a result of the exercise of their rights under this by-law and/or the installation, maintenance and repair of the *Tiling* and is responsible to make good that damage immediately after it has occurred.
3. The *Owner* must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of the *Tiling* and activities associated with it and must pay those costs to the owners corporation on demand.
4. Within four (4) weeks of the date of this meeting, the *Owner* must furnish the owners corporation with a certificate from a duly qualified acoustic consultant acceptable to the owners corporation that their *Tiling*:
 - a. has been installed in accordance with the manufacturer's instructions; and
 - b. meets at least the minimum soundproofing measurement in the prevailing Australian standard rating system for the type of flooring and stating the soundproofing measurement.
5. Despite any other clause in this by-law, the *Owner* must:
 - a. observe all by-laws in force for the strata scheme as far as they apply to the work associated with the *Tiling*; and
 - b. ensure at all times that the *Tiling* is sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

GENERAL

6. Insofar as it may be necessary, the owners corporation

SPECIALLY RESOLVES

- a. pursuant to section 62(3) of the Act that:
 - i. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the *Tiling*; and
 - ii. its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- b. pursuant to section 65A of the Act that:
 - i. the *Owner* may add to or alter the common property necessarily affected by their *Tiling* for the purpose of improving or enhancing the common property; and

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- ii. the *Owner* will be responsible for the ongoing maintenance of such common property.

REMEDY

- 7. If the *Owner* fails to comply with any obligation of this by-law, the owners corporation may:
 - a. enter any part of the parcel to carry out the necessary work to perform the obligation; and
 - b. recover the costs of carrying out that work from the *Owner* as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

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Special By-Law 29 Denial of access

A. DEFINITIONS

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

"Works" means the alterations, additions and renovations undertaken by an Owner of a Lot to the Lot and so much of the common property as is permitted under a separate by-law.

"Owners" means each of the Owners of a Lot for the time being in Strata Scheme 57164.

"Residents" means an occupier or occupiers of a Lot within Strata Scheme 57164.

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

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

B. SCOPE OF BY-LAW

Owners must follow the directions of the Owners Corporation, its servants or agents with respect to the use of common property by Owners in the carrying out of Works ("**directions**").

C. POWERS OF THE OWNERS CORPORATION

Where Owners do not follow the directions of the Owners Corporation for the carrying out of Works resulting in possible damage to common property or loss of amenity for Residents, the Owners Corporation shall have the power, authority, duty and function to deny the Owners their invitees, servants or agents involved in or associated with the Works access to loading docks, carparking areas and lifts and other associated common property to prevent the damage or loss of amenity provided that such denial of access shall:

1. first have the support and approval of the majority of Executive Committee members before occurring;
2. not continue for any one continuous period greater than 48 hours; but if there is no agreement to follow reasonable directions;
3. continue for such further period as the Executive Committee considers appropriate.

Special By-Law 29 Tiling- Lot 255

DEFINITIONS

Owner means the owner for the time being of lot 186 in strata plan no. 57164.

Tiling means the alterations and additions undertaken by the **Owner** to their lot and so much of the common property as is necessary (including all ancillary structures) to install new tiling to the bathroom of their lot before the date of the making of this by-law.

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Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

SCOPE OF BY-LAW

The Owner has a special privilege to carry out and keep and maintain their *Tiling* and the exclusive use of the common property occupied and immediately affected by their *Tiling*, on all the conditions of this by-law.

CONDITIONS

1. The *Owner* must properly maintain and keep the *Tiling* in a state of good and serviceable repair (at their own cost) and replace the *Tiling* or any part of it at their own cost as the owners corporation may reasonably require from time to time.
2. The *Owner* must accept liability for any damage caused to the common property or their lot or any other lot as a result of the exercise of their rights under this by-law and/or the installation, maintenance and repair of the *Tiling* and is responsible to make good that damage immediately after it has occurred.
3. The *Owner* must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of the *Tiling* and activities associated with it and must pay those costs to the owners corporation on demand.
4. Within four (4) weeks of the date of this meeting, the *Owner* must furnish the owners corporation with a certificate from a duly qualified waterproofing contractor acceptable to the owners corporation that their *Tiling*:
 - a. has been installed in accordance with the manufacturer's instructions; and
 - b. meets at least the minimum waterproofing measurement in the prevailing Australian standard rating system for the type of installation
7. Despite any other clause in this by-law, the *Owner* must
 - a. observe all by-laws in force for the strata scheme as far as they apply to the work associated with the *Tiling*; and
 - b. ensure at all times that the *Tiling* is sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

GENERAL

6. Insofar as it may be necessary, the owners corporation specially resolves:
 - a. pursuant to section 62(3) of the Act that
 - i. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the *Tiling*; and
 - ii. its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and

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- b. pursuant to section 65A of the Act that:
 - i. the *Owner* may add to or alter the common property necessarily affected by their *Tiling* for the purpose of improving or enhancing the common property; and
 - ii. the *Owner* will be responsible for the ongoing maintenance of such common property.

REMEDY

- 7. If the *Owner* fails to comply with any obligation of this by-law, the owners corporation may:
 - a. enter any part of the parcel to carry out the necessary work to perform the obligation; and
 - b. recover the costs of carrying out that work from the *Owner* as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-Law 30

Relocation of existing sprinklers and installation of additional sprinklers- Lot 330

1. DEFINITIONS AND INTERPRETATION

1.1 In this by-law, unless the content otherwise requires or permits:

- a. "**Act**" means the Strata Schemes Management Act 1996;
- b. "**Authority**" includes any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction, rights, powers, duties or responsibilities in relation to the property, any part of it or anything on it or their use.
- c. "**Building**" means the building known as "Millennium Towers", 289-295 Sussex Street, Sydney NSW 2000.
- d. "**Common Property**" means the common property of the Strata Scheme;
- e. "**Insurance**" means:
 - i. Contractor's All Risk Insurance (including public liability) in an amount of no less than \$5,000,000.00 (five million dollars);
 - ii. Insurance required under the Home Building Act 1989 (if necessary); and
 - iii. Workers Compensation insurance.
- f. "**Lot**" means lot 330 in Strata Plan no. 57164.
- g. "**Owner**" means the owners of lot 330 in Strata Plan no. 57164.
- h. "**Owners Corporation**" means the owners corporation created by the registration of Strata Plan no. 57164.

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- i. **"Strata Scheme"** means the strata scheme relating to Strata Plan no. 57164.
- j. **"Works"** means the Works carried out by the Owner for the benefit of lot 330 to relocation of the existing fire sprinklers and the installation of additional sprinklers to the Lot

1.2 In this by-law, unless the content otherwise requires or permits:

- a. the singular includes the plural and vice versa;
- b. any gender includes the other gender;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. anything the Owner is required or permitted to do under this by-law is to be at the Owner's cost; and
- e. references to legislation include references to amending and replacing legislation.

1.3 If there is any inconsistency between this by-law and the by-laws applicable to the Strata Scheme, then the provisions of this by-law will apply to the extent of that inconsistency.

2. GRANT OF RIGHTS

The Owner is granted the right to carry out the Works at its own cost on the conditions set out at clause 3 of this by-law.

3. CONDITIONS

3.1 Before commencement

Before commencement of the Works, the Owner must:

- a. obtain approval for the Works from the Owners Corporation, such approval not to be unreasonably withheld;
- b. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- c. effect and maintain Insurance and provide a copy of certificate/s of currency of such Insurance upon demand.

3.2 During construction

Whilst the Works are in progress, the Owner of the Lot must:

- a. use duly licensed contractors to carry out the works;
- b. ensure that the Works are carried out in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards (if applicable);
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- e. transport all construction materials, equipment and debris in the manner reasonably directed by

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the Owners Corporation;

- f. 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; and
- g. not vary the Works without first obtaining written consent from the Owners Corporation.

3.3 After construction

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 the Lot and the Common Property caused by the Works and not permitted by this by-law has been rectified;
- c. provide the Owners Corporation with a copy of any certification required by an Authority approving the Works;
- d. provide the Owners Corporation's nominated representative/s access to inspect the Works and/or the Lot within 48 hours of any request by the Owners Corporation to check compliance with this by-law and any consents provided under this by-law; and
- e. the Owners Corporation's right to access the Lot arising under this by-law expires once the Owners Corporation is reasonably satisfied that paragraphs 3.3(a) to (d) have been complied with.

3.4 Enduring rights and obligations

- a. The Owner:
 - i. must maintain, replace and keep in good and serviceable repair the Works installed by them; and
 - ii. remains liable for any damage to any other lot in the Building or the Common Property arising out of the Works.
- b. If the Owner fails to carry out any work required under this by-law, the Owners Corporation may:
 - i. carry out that work pursuant to section 63(3) of the Act;
 - ii. recover the costs of carrying out that work from the Owner;
 - iii. demand payment from the Owner and recover this amount as a debt; and
 - iv. include reference to the debt on notices under section 109 of the Act

Special By-Law 31

Creation of disabled access to lot by Owner- Lot 330

1. DEFINITIONS AND INTERPRETATION

1.1 In this by-law, unless the content otherwise requires or permits:

- a. "**Act**" means the Strata Schemes Management Act 1996;

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- b. **"Authority"** includes any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction, rights, powers, duties or responsibilities in relation to the property, any part of it or anything on it or their use.
- c. **"Building"** means the building known as "Millennium Towers", 289-295 Sussex Street, Sydney NSW 2000.
- d. **"Common Property"** means the common property of the Strata Scheme;
- e. **"Insurance"** means:
 - i. Contractor's All Risk Insurance (including public liability) in an amount of no less than \$5,000,000.00 (five million dollars);
 - ii. Insurance required under the Home Building Act 1989 (if necessary); and
 - iii. Workers Compensation insurance.
- f. **"Lot"** means lot 330 in Strata Plan no. 57164.
- g. **"Owner"** means the owners of lot 330 in Strata Plan no. 57164.
- h. **"Owners Corporation"** means the owners corporation created by the registration of Strata Plan no. 57164.
- i. **"Strata Scheme"** means the strata scheme relating to Strata Plan no. 57164.
- j. **"Works"** means the creation of disabled access to the Lot.

1.2 In this by-law, unless the content otherwise requires or permits:

- a. the singular includes the plural and vice versa;
- b. any gender includes the other gender;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. anything the Owner is required or permitted to do under this by-law is to be at the Owner's cost; and
- e. references to legislation include references to amending and replacing legislation.

1.3 If there is any inconsistency between this by-law and the by-laws applicable to the Strata Scheme, then the provisions of this by-law will apply to the extent of that inconsistency.

2. GRANT OF RIGHTS

The Owner is granted the right to carry out the Works at its own cost on the conditions set out at clause 3 of this by-law.

3. CONDITIONS

3.1 Before commencement

Before commencement of the Works, the Owner must:

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- a. obtain approval for the Works from the Owners Corporation, such approval not to be unreasonably withheld;
- b. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- c. effect and maintain Insurance and provide a copy of certificate/s of currency of such Insurance upon demand.

3.2 During construction

Whilst the Works are in progress, the Owner of the Lot must:

- a. use duly licensed contractors to carry out the works;
- b. ensure that the Works are carried out in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards (if applicable);
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- e. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- f. 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; and
- g. not vary the Works without first obtaining written consent from the Owners Corporation.

3.3 After construction

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 the Lot and the Common Property caused by the Works and not permitted by this by-law has been rectified;
- c. provide the Owners Corporation with a copy of any certification required by an Authority approving the Works;
- d. provide the Owners Corporation's nominated representative/s access to inspect the Works and/or the Lot within 48 hours of any request by the Owners Corporation to check compliance with this by-law and any consents provided under this by-law; and
- e. the Owners Corporation's right to access the Lot arising under this by-law expires once the Owners Corporation is reasonably satisfied that paragraphs 3.3(a) to (d) have been complied with.

3.4 Enduring rights and obligations

- a. The Owner:
 - i. must maintain, replace and keep in good and serviceable repair the Works installed by

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them; and

- ii. remains liable for any damage to any other lot in the Building or the Common Property arising out of the Works.
- b. If the Owner fails to carry out any work required under this by-law, the Owners Corporation may:
 - i. carry out that work pursuant to section 63(3) of the Act;
 - ii. recover the costs of carrying out that work from the Owner;
 - iii. demand payment from the Owner and recover this amount as a debt; and
 - iv. include reference to the debt on notices under section 109 of the Act.

Special By-Law 32

Relocation and upgrading of air-conditioning- Lot 330

1. DEFINITIONS AND INTERPRETATION

1.1 In this by-law, unless the content otherwise requires or permits:

- a. **"Act"** means the Strata Schemes Management Act 1996;
- b. **"Authority"** includes any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction, rights, powers, duties or responsibilities in relation to the property, any part of it or anything on it or their use.
- c. **"Building"** means the building known as "Millennium Towers", 289-295 Sussex Street, Sydney NSW 2000.
- d. **"Common Property"** means the common property of the Strata Scheme;
- e. **"Insurance"** means:
 - i. Contractor's All Risk Insurance (including public liability) in an amount of no less than \$5,000,000.00 (five million dollars);
 - ii. Insurance required under the Home Building Act 1989 (if necessary); and
 - iii. Workers Compensation insurance.
- f. **"Lot"** means lot 330 in Strata Plan no. 57164.
- g. **"Owner"** means the owners of lot 330 in Strata Plan no. 57164.
- h. **"Owners Corporation"** means the owners corporation created by the registration of Strata Plan no. 57164.
- i. **"Strata Scheme"** means the strata scheme relating to Strata Plan no. 57164.
- j. **"Works"** means:
 - i. relocation of existing air conditioning ductwork; and

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ii. upgrading of existing air conditioning unit in the plant room of the Lot.

1.2 In this by-law, unless the content otherwise requires or permits:

- a. the singular includes the plural and vice versa;
- b. any gender includes the other gender;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. anything the Owner is required or permitted to do under this by-law is to be at the Owner's cost;
and
- e. references to legislation include references to amending and replacing legislation.

1.3 If there is any inconsistency between this by-law and the by-laws applicable to the Strata Scheme, then the provisions of this by-law will apply to the extent of that inconsistency.

2. GRANT OF RIGHTS

The Owner is granted the right to carry out the Works at its own cost on the conditions set out at clause 3 of this by-law.

3. CONDITIONS

3.1 Before commencement

Before commencement of the Works, the Owner must:

- a. obtain approval for the Works from the Owners Corporation, such approval not to be unreasonably withheld;
- b. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- c. effect and maintain Insurance and provide a copy of certificate/s of currency of such Insurance upon demand.

3.2 During construction

Whilst the Works are in progress, the Owner of the Lot must:

- a. use duly licensed contractors to carry out the works;
- b. ensure that the Works are carried out in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards (if applicable);
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- e. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- f. protect all affected areas of the Building outside the Lot from damage relating to the Works or

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the transportation of construction materials, equipment and debris; and

- g. not vary the Works without first obtaining written consent from the Owners Corporation.

3.3 After construction

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 the Lot and the Common Property caused by the Works and not permitted by this by-law has been rectified;
- c. provide the Owners Corporation with a copy of any certification required by an Authority approving the Works;
- d. provide the Owners Corporation's nominated representative/s access to inspect the Works and/or the Lot within 48 hours of any request by the Owners Corporation to check compliance with this by-law and any consents provided under this by-law; and
- e. the Owners Corporation's right to access the Lot arising under this by-law expires once the Owners Corporation is reasonably satisfied that paragraphs 3.3(a) to (d) have been complied with.

3.4 Enduring rights and obligations

- a. The Owner:
 - i. must maintain, replace and keep in good and serviceable repair the Works installed by them; and
 - ii. remains liable for any damage to any other lot in the Building or the Common Property arising out of the Works.
- b. If the Owner fails to carry out any work required under this by-law, the Owners Corporation may:
 - i. carry out that work pursuant to section 63(3) of the Act;
 - ii. recover the costs of carrying out that work from the Owner;
 - iii. demand payment from the Owner and recover this amount as a debt; and
 - iv. include reference to the debt on notices under section 109 of the Act.

Special By-Law 33

Installation of additional speakers for early warning and intercom systems- Lot 330

1. DEFINITIONS AND INTERPRETATION

1.1 In this by-law, unless the content otherwise requires or permits:

- a. **"Act"** means the Strata Schemes Management Act 1996;
- b. **"Authority"** includes any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having

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jurisdiction, rights, powers, duties or responsibilities in relation to the property, any part of it or anything on it or their use.

- c. **"Building"** means the building known as "Millennium Towers", 289-295 Sussex Street, Sydney NSW 2000.
- d. **"Common Property"** means the common property of the Strata Scheme;
- e. **"Insurance"** means:
 - i. Contractor's All Risk Insurance (including public liability) in an amount of no less than \$5,000,000.00 (five million dollars);
 - ii. Insurance required under the Home Building Act 1989 (if necessary); and
 - iii. Workers Compensation insurance.
- f. **"Lot"** means lot 330 in Strata Plan no. 57164.
- g. **"Owner"** means the owners of lot 330 in Strata Plan no. 57164.
- h. **"Owners Corporation"** means the owners corporation created by the registration of Strata Plan no. 57164.
- i. **"Strata Scheme"** means the strata scheme relating to Strata Plan no. 57164.
- j. **"Works"** means the installation of additional speakers for the Building's Early Warning and Intercommunications Systems.

1.2 In this by-law, unless the content otherwise requires or permits:

- a. the singular includes the plural and vice versa;
- b. any gender includes the other gender;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. anything the Owner is required or permitted to do under this by-law is to be at the Owner's cost; and
- e. references to legislation include references to amending and replacing legislation.

1.3 If there is any inconsistency between this by-law and the by-laws applicable to the Strata Scheme, then the provisions of this by-law will apply to the extent of that inconsistency.

2. GRANT OF RIGHTS

The Owner is granted the right to carry out the Works at its own cost on the conditions set out at clause 3 of this by-law.

3. CONDITIONS

3.1 Before commencement

Before commencement of the Works, the Owner must:

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- a. obtain approval for the Works from the Owners Corporation, such approval not to be unreasonably withheld;
- b. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- c. effect and maintain Insurance and provide a copy of certificate/s of currency of such Insurance upon demand.

3.2 During construction

Whilst the Works are in progress, the Owner of the Lot must:

- a. use duly licensed contractors to carry out the works;
- b. ensure that the Works are carried out in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards (if applicable);
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- e. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- f. 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; and
- g. not vary the Works without first obtaining written consent from the Owners Corporation.

3.3 After construction

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 the Lot and the Common Property caused by the Works and not permitted by this by-law has been rectified;
- c. provide the Owners Corporation with a copy of any certification required by an Authority approving the Works;
- d. provide the Owners Corporation's nominated representative/s access to inspect the Works and/or the Lot within 48 hours of any request by the Owners Corporation to check compliance with this by-law and any consents provided under this by-law; and
- e. the Owners Corporation's right to access the Lot arising under this by-law expires once the Owners Corporation is reasonably satisfied that paragraphs 3.3(a) to (d) have been complied with.

3.4 Enduring rights and obligations

- a. The Owner:
 - i. must maintain, replace and keep in good and serviceable repair the Works installed by

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them; and

- ii. remains liable for any damage to any other lot in the Building or the Common Property arising out of the Works.
- b. If the Owner fails to carry out any work required under this by-law, the Owners Corporation may:
 - i. carry out that work pursuant to section 63(3) of the Act;
 - ii. recover the costs of carrying out that work from the Owner;
 - iii. demand payment from the Owner and recover this amount as a debt; and
 - iv. include reference to the debt on notices under section 109 of the Act.

Special By-Law 34 Connection of utilities by owner- Lot 330

1. DEFINITIONS AND INTERPRETATION

1.1 In this by-law, unless the content otherwise requires or permits:

- a. **"Act"** means the Strata Schemes Management Act 1996;
- b. **"Authority"** includes any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction, rights, powers, duties or responsibilities in relation to the property, any part of it or anything on it or their use.
- c. **"Building"** means the building known as "Millennium Towers", 289-295 Sussex Street, Sydney NSW 2000.
- d. **"Common Property"** means the common property of the Strata Scheme;
- e. **"Insurance"** means:
 - i. Contractor's All Risk Insurance (including public liability) in an amount of no less than \$5,000,000.00 (five million dollars);
 - ii. Insurance required under the Home Building Act 1989 (if necessary); and
 - iii. Workers Compensation insurance.
- f. **"Lot"** means lot 330 in Strata Plan no. 57164.
- g. **"Owner"** means the owners of lot 330 in Strata Plan no. 57164.
- h. **"Owners Corporation"** means the owners corporation created by the registration of Strata Plan no. 57164.
- i. **"Strata Scheme"** means the strata scheme relating to Strata Plan no. 57164.
- j. **"Works"** means:
 - i. connection of gas from the Building to the Lot;

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- ii. installation of gas meter in the Building's meter room; and
- iii. connection of pipes from additional toilets in the Lot to the Building's sewer.

1.2 In this by-law, unless the content otherwise requires or permits:

- a. the singular includes the plural and vice versa;
- b. any gender includes the other gender;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. anything the Owner is required or permitted to do under this by-law is to be at the Owner's cost; and
- e. references to legislation include references to amending and replacing legislation.

1.3 If there is any inconsistency between this by-law and the by-laws applicable to the Strata Scheme, then the provisions of this by-law will apply to the extent of that inconsistency.

2. GRANT OF RIGHTS

The Owner is granted the right to carry out the Works at its own cost on the conditions set out at clause 3 of this by-law.

3. CONDITIONS

3.1 Before commencement

Before commencement of the Works, the Owner must:

- a. obtain approval for the Works from the Owners Corporation, such approval not to be unreasonably withheld;
- b. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- c. effect and maintain Insurance and provide a copy of certificate/s of currency of such Insurance upon demand.

3.2 During construction

Whilst the Works are in progress, the Owner of the Lot must:

- a. use duly licensed contractors to carry out the works;
- b. ensure that the Works are carried out in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards (if applicable);
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- e. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

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- f. 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; and
- g. not vary the Works without first obtaining written consent from the Owners Corporation.

3.3 After construction

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 the Lot and the Common Property caused by the Works and not permitted by this by-law has been rectified;
- c. provide the Owners Corporation with a copy of any certification required by an Authority approving the Works;
- d. provide the Owners Corporation's nominated representative/s access to inspect the Works and/or the Lot within 48 hours of any request by the Owners Corporation to check compliance with this by-law and any consents provided under this by-law; and
- e. the Owners Corporation's right to access the Lot arising under this by-law expires once the Owners Corporation is reasonably satisfied that paragraphs 3.3(a) to (d) have been complied with.

3.4 Enduring rights and obligations

- a. The Owner:
 - i. must maintain, replace and keep in good and serviceable repair the Works installed by them; and
 - ii. remains liable for any damage to any other lot in the Building or the Common Property arising out of the Works.
- b. If the Owner fails to carry out any work required under this by-law, the Owners Corporation may:
 - i. carry out that work pursuant to section 63(3) of the Act;
 - ii. recover the costs of carrying out that work from the Owner;
 - iii. demand payment from the Owner and recover this amount as a debt; and
 - iv. include reference to the debt on notices under section 109 of the Act.

Special By-Law 35 Tiling- Lot 189

DEFINITIONS

Owner means the owner for the time being of lot 189 in strata plan no. 57164.

Tiling means the alterations and additions undertaken by the *Owner* to their Lot and so much of the common property as is necessary (including all ancillary structures) to install new tiling to the floor of their Lot.

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Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

SCOPE OF BY-LAW

The Owner has a special privilege to carry out and keep and maintain their *Tiling* and the exclusive use of the common property occupied and immediately affected by their *Tiling*, on all the conditions of this by-law.

CONDITIONS

1. The *Owner* must properly maintain and keep the *Tiling* in a state of good and serviceable repair (at their own cost) and replace the *Tiling* or any part of it at their own cost as the owners corporation may reasonably require from time to time.
2. The *Owner* must accept liability for any damage caused to the common property or their lot or any other lot as a result of the exercise of their rights under this by-law and/or the installation, maintenance and repair of the *Tiling* and is responsible to make good that damage immediately after it has occurred.
3. The *Owner* must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of the *Tiling* and activities associated with it and must pay those costs to the owners corporation on demand.
4. Within four (4) weeks of the date of this meeting, the *Owner* must furnish the owners corporation with a certificate from a duly qualified acoustic consultant acceptable to the owners corporation that their *Tiling*:
 - a. has been installed in accordance with the manufacturer's instructions; and
 - b. meets at least the minimum soundproofing measurement in the prevailing Australian standard rating system for the type of flooring and stating the soundproofing measurement.
5. Despite any other clause in this by-law, the *Owner* must:
 - a. observe all by-laws in force for the strata scheme as far as they apply to the work associated with the *Tiling*; and
 - b. ensure at all times that the *Tiling* is sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

GENERAL

6. Insofar as it may be necessary, the owners corporation

SPECIALLY RESOLVES

- a. pursuant to section 62(3) of the Act that:
 - i. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the *Tiling*; and

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- ii. its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- b. pursuant to section 65A of the Act that:
 - i. the *Owner* may add to or alter the common property necessarily affected by their *Tiling* for the purpose of improving or enhancing the common property; and
 - ii. the *Owner* will be responsible for the ongoing maintenance of such common property.

REMEDY

- 7. If the *Owner* fails to comply with any obligation of this by-law, the owners corporation may:
 - a. enter any part of the parcel to carry out the necessary work to perform the obligation; and
 - b. recover the costs of carrying out that work from the *Owner* as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt

Special By-Law 36 Tiling- Lot 203

DEFINITIONS

Owner means the owner for the time being of Lot 203 in strata plan no. 57164.

Tiling means the alterations and additions undertaken by the Owner to their Lot and so much of the common property as is necessary (including all ancillary structures) to install new tiling to the floor of their Lot.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

SCOPE OF BY-LAW

The Owner has a special privilege to carry out and keep and maintain their *Tiling* and the exclusive use of the common property occupied and immediately affected by their *Tiling*, on all the conditions of this by-law.

CONDITIONS

1. The *Owner* must properly maintain and keep the *Tiling* in a state of good and serviceable repair (at their own cost) and replace the *Tiling* or any part of it at their own cost as the owners corporation may reasonably require from time to time.
2. The *Owner* must accept liability for any damage caused to the common property or their lot or any other lot as a result of the exercise of their rights under this by law and/or the installation, maintenance

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and repair of the Tiling and is responsible to make good that damage immediately after it has occurred.

3. The *Owner* must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of the *Tiling* and activities associated with it and must pay those costs to the owners corporation on demand.
4. Within four (4) weeks of the date of this meeting, the *Owner* must furnish the owners corporation with a certificate from a duly qualified acoustic consultant acceptable to the owners corporation that their *Tiling*:
 - a. has been installed in accordance with the manufacturer's instructions; and
 - b. meets at least the minimum soundproofing measurement in the prevailing Australian standard rating system for the type of flooring and stating the soundproofing measurement.
5. Despite any other clause in this by-law, the *Owner* must:
 - a. observe all by-laws in force for the strata scheme as far as they apply to the work associated with the *Tiling*; and
 - b. ensure at all times that the *Tiling* is sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

GENERAL

6. Insofar as it may be necessary, the owners corporation

SPECIALLY RESOLVES

- a. pursuant to section 62(3) of the Act that:
 - i. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the *Tiling*; and
 - ii. its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- b. pursuant to section 65A of the Act that:
 - i. the *Owner* may add to or alter the common property necessarily affected by their *Tiling* for the purpose of improving or enhancing the common property; and
 - ii. the *Owner* will be responsible for the ongoing maintenance of such common property.

REMEDY

7. If the *Owner* fails to comply with any obligation of this by-law, the owners corporation may:
 - a. enter any part of the parcel to carry out the necessary work to perform the obligation; and
 - b. recover the costs of carrying out that work from the *Owner* as a debt, due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

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Special By-Law 37 Works- Lot 326

Meaning of Terms

In this By-law, these terms in any form shall mean:

Building Works means the works proposed by the Lot Owner to be installed on the existing roof terrace/balcony (the "Roof Terrace") of the subject Lot as follows:

- a. Partially cover the Roof Terrace by the installation of a lightweight solid roof constructed of steel and/or aluminium in order to protect that area of the Roof Terrace from the weather, including rain, wind and sun.
- b. Provide a fully enclosed area with glass or other comparable material thereby excluding the weather from that area of the Roof Terrace for the purpose of being used by the said Lot as a recreational area.

And the proposed **Building Works** as described above in (a) and (b) shall be substantially in the form of the document annexed hereto and marked "SD1" in respect to their technical and aesthetic qualities and the site of the respective areas which each of (a) and (b) will occupy upon the Roof Terrace.

Law means any act, statute, regulation, proclamation, ordinance, rule or code enacted in New South Wales or the Commonwealth of Australia.

Lot Owner means an owner from time to time of Lot 326 of Strata Plan 57164

Occupier means an occupier from time to time of a Lot in SP 57164

Undefined words in the by-laws have the same meaning as they do in the Strata Schemes Management Act 1996.

1. INTERPRETATION

Any reference to:

- a. a law includes a later Law which changes it, including regulations,
- b. proclamations, ordinances, and by-laws issued under the later Law;
- c. A thing includes the whole or each part of it; and
- d. The singular includes the plural and vice versa.

2. HEADINGS

Headings do not affect the interpretation of the By-laws.

SPECIAL PRIVILEGE AND NON EXCLUSIVE USE

3. RIGHTS

Subject to the conditions of this By-Law, the Lot Owner will have:

- a. a special privilege to carry out the Building Works;

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- b. a special privilege in respect of the Common Property to erect and to keep the Building Works to and on the Common Property; and
- c. the exclusive use of those parts of the Common Property occupied by and created by the Building Works.

4. LOT TO BE BENEFITED

The Lot to which this additional by-law applies is Lot 326

5. REPAIR AND MAINTENANCE

- a. The Lot Owner must: properly maintain and keep any Common Property created by the Building Works;
- b. The Lot Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as reasonably required, if necessary;
- c. If the Executive Committee of the Owners Corporation determines that the Building Works have not been reasonably maintained then the Owners Corporation may have the necessary maintenance and /or repair carried out and the cost for such maintenance and/or repair shall be recoverable from the Lot Owner.

6. PERFORMANCE OF WORKS

In performing the Building Works, the Lot Owner must:

- a. comply with the reasonable requirements of the Owners Corporation;
- b. ensure that all areas outside the Lot Owner's lot are not made unclean or left untidy from the performance of the Building Works;
- c. ensure that no damage is caused to the Common Property or to another Lot, or if despite all reasonable precautions having been taken damage is caused, immediately to make good such damage;
- d. not create noise that causes permanent discomfort, disturbance or unreasonable interference with the activities of an Owner or any Occupier of the Building;
- e. effect and maintain throughout the duration of the carrying out of the Building Works all such insurance as may be required by Law; and obtain all necessary consents, approvals and permissions for the Building comprising the said strata scheme such as are required by Law in New South Wales in respect of carrying out the Building Works.
- f. The Building Works shall be done:
 - i. in a proper and workmanlike manner and by duly licenced, insured and qualified contractors where required by Law; and
 - ii. in such a manner as to be in all respects similar both in materials and appearance with any other such arrangements (if any) but at all times the design and materials are to be compatible with the building comprising the said strata scheme, such as to enhance the lifestyle and aesthetic value of the said Lot and the Building comprising the strata scheme, so far as is practically possible.

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7. REGISTRATION OF BY LAW

- a. The Owners Corporation must attend to the prompt registration of this Bylaw at the Land and Property Management Authority of New South Wales.
- b. The Owners Corporation must not, without the written consent of the Lot Owner amend or extinguish this by- law which shall at all times ensure for the benefit of the Lot Owner and the successors in title of the said Lot;
- c. The Lot Owner shall be liable for the cost of the preparation and registration of this Additional by-law.

Annexure below

Special By-Law 38 Tiling- Lot 1

DEFINITIONS

Owner means the owner for the time being of lot 1 In strata plan no. 57164.

Tiling means the alterations and additions undertaken by the *Owner* to their Lot and so much of the common property as is necessary (including all ancillary structures) to install new tiling to the floor of their Lot.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender Includes a reference to all genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

SCOPE OF BY-LAW

The *Owner* has a special privilege to carry out and keep and maintain their *Tiling* and the exclusive use of the common property occupied and immediately affected by their *Tiling*, on all the conditions of this by-law.

CONDITIONS

1. The *Owner* must properly maintain and keep the *Tiling* in a state of good and serviceable repair (at their own cost) and replace the *Tiling* or any part of it at their own cost as the Owners Corporation may reasonably require from time to time.
2. The *Owner* must accept liability for any damage caused to the common property or their lot or any other lot as a result of the exercise of their rights under this by-law and/or the installation, maintenance and repair of the Tiling and is responsible to make good that damage immediately after it has occurred.
3. The *Owner* must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of the Tiling and activities associated with it and must pay those costs to the Owners Corporation on demand.
4. Within four (4) weeks of the date of this installation, the *Owner* must furnish the Owners Corporation

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with a certificate from a duly qualified acoustic consultant acceptable to the Owners Corporation that their *Tiling*:

- a. has been installed in accordance with the manufacturer's instructions; and
 - b. meets at least the minimum soundproofing measurement in the prevailing Australian standard rating system for the type of flooring and stating the soundproofing measurement.
5. Despite any other clause in this by-law, the *Owner* must:
- a. observe all by-laws in force for the strata scheme as far as they apply to the work associated with the *Tiling*; and
 - b. ensure at all times that the *Tiling* is sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

GENERAL

6. Insofar as it may be necessary, the Owners Corporation **SPECIALLY RESOLVED**
- a. pursuant to section 62(3) of the Act that:
 - i. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the *Tiling*; and
 - ii. its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
 - b. pursuant to section 65A of the Act that:
 - i. the *Owner* may add to or alter the common property necessarily affected by their *Tiling* for the purpose of improving or enhancing the common property; and
 - ii. the *Owner* will be responsible for the ongoing maintenance of such common property.

REMEDY

7. If the *Owner* fails to comply with any obligation of this by-law, the Owners Corporation may:
- a. enter any part of the parcel to carry out the necessary work to perform the obligation; and
- recover the costs of carrying out that work from the *Owner* as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-Law 39 Works and exclusive use- Lot 124

DEFINITIONS

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

"Act" means the Strata Schemes Management Act, 1996.

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"Building" means the building situated at 156-166 Day Street, Sydney.

"Council" means City of Sydney Council.

"EP&A Act" means the Environmental Planning and Assessment Act, 1979.

"Exclusive Use Area" means the common property area located at and behind the facade at the corner of the Building and the Lot on the corner of Bathurst and Day Streets and at and behind the facade on the right hand side of the Building and the Lot as faced from Day Street;

"Works" means works carried out in relation to the Lot and Exclusive Use Area where so affected including:

- a. Installing double swing doors on the corner of the Building and the Lot on the corner of Bathurst and Day Streets,
- b. Installing an automatic glass sliding doors on the right hand side of the Building and the Lot as faced from Day Street;
- c. being in accordance with the Plans prepared by Alphatex Australia depicted in the plans annexed to this by-law and marked "A" and "B" and the Alphatex Australia Plan 03.01 as marked as "C"
- d. and being in accordance with the Certificate of Structural Sufficiency issued by Alphatex Australia dated 24 February 2016 annexed to this by-law and marked "D".

"Lot" means Lot 124 in Strata Plan No. 58318 a subdivision of Strata Plan 57164.

"Owner" means the owner from time to time of the Lot.

"Owners Corporation" means The Owners - Strata Plan No. 57164.

"Strata Plan" means Strata Plan No. 57164 and its subdivision Strata Plan 58318.

2. Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.
3. Words importing:
 - a. the singular include the plural and vice versa; and
 - b. a gender includes any gender.

RIGHTS

4. Subject to the conditions in paragraphs 5 to 22 of this by-law, the Owner will have:
 - a. a special privilege in respect of the common property to erect and keep the Works to and on the common property; and
 - b. the right of exclusive use and enjoyment of the Exclusive Use Area and those parts of the common property occupied by the Works.

CONDITIONS

Approvals

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5. The Owner must obtain approval for Works from:
 - a. the Owners Corporation;
 - b. a certified engineer approved by the Owners Corporation (in relation to the Works);
 - c. the relevant consent authority including, but not limited to, the Council under the EP&A Act; and
 - d. any other relevant statutory authority whose requirements apply to the Works.

Documentation

6. Before commencing the Works or use of the Exclusive Use Area, the Owner must submit to the Owners Corporation the following documentation:
 - a. the completed Plans of the Works including the specified location of the Works ;
 - b. an engineer's certificate certifying that the Works will not impact negatively on the Building or any common property services located in the strata scheme;
 - c. certificates of insurance referred to in paragraph 8 hereto;
 - d. evidence of the licence of the contractor or tradesperson engaged by the Owner to conduct the Works;
 - e. a copy of the requisite approval of Council or of a certifying authority, including all conditions of approval, drawings and specifications relating to the installation of the Works; and
 - f. specifications relating to the way in which and by whom. the Works is proposed to be cleaned and maintained, including the frequency of cleaning and maintenance.
7. The Owner and the Owners Corporation acknowledge and agree that it will execute any other application required by Council or by a certifying authority or any other statutory authority to enable the Owner to obtain the appropriate consent to the Works.

Insurance

8. Before commencing the Works the Owner, or the tradesperson appointed by the Owner to carry out the Works, must effect the following insurances:
 - a. Contractors all risk insurance; and
 - b. Public liability insurance in the amount of \$20,000,000.00 including for and in respect of equipment located and/or utilised on common property in execution of the Works.

Performance of Works

9. In performing the Works or using the Exclusive Use Area, the Owner must:
 - a. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - b. protect all areas of the Building both internal and external to the Lot in a manner reasonably acceptable to the Owners Corporation;
 - c. keep all areas of the Building outside the Lots clean and tidy;

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- d. perform the Works between the hours of 8.00am and 5.00pm Mondays to Fridays and 8.30am and 1.00pm on Saturdays or during such other times as may be approved by the Owners Corporation;
- e. not create noise that causes unreasonable discomfort, disturbance, obstruction or interference with activities of any other occupier of the Building;
- f. immediately remove all debris resulting from the Works immediately from the Building;
- g. ensure that the common property is cleared of any waste created by the Works daily; and
- h. comply with the requirements of the Owners Corporation relating to the by-laws and any relevant statutory authority including, but not limited to, the Council and Sydney Water concerning the performance of the Works.

Licensed Contractor

10. The Works shall be done:
 - a. in a proper and workmanlike manner and by duly licensed contractors; and
 - b. in accordance with the drawings and specifications approved by Council and/or the Owners Corporation.

Statutory Directions

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

Certification of the Works

12. Upon completion of the Works the Owner must:
 - a. inform the Owners Corporation that the Works are complete;
 - b. deliver to the Owners Corporation the following documents relating to the Works (where requested by the Owners Corporation):
 - i. certification by an engineer approved by the Owners Corporation as to the suitability of the Works; and
 - ii. an Occupation Certificate and any other Certification required to be issued by Council or by a certifying authority or any other statutory authority upon completion of the Works.

Maintenance

13. The Owner shall be responsible for and make all necessary arrangements and payments for the perpetual and ongoing repair and maintenance of the Works in Lot 124 regardless of any tenancy.

Owner's Fixtures

14. The Works shall remain the Owner's fixtures.

Liability

By-Laws

Plan 57164

289 Sussex Street
Sydney NSW 2000

15. The Owner is liable for any damage caused to any part of the common property arising from the Works or use of the Exclusive Use Area and will make good that damage immediately after it has occurred at the owner's expense.

Indemnity

16. The Owner indemnifies the Owners Corporation against any loss or damage that the Owners Corporation suffers that relates to the installation, performance, maintenance or replacement of the Works on the common property or use of the Exclusive Use Area including but not limited to any liability under section 65 (6) of the Act.

Cost of Works

17. The Works and use of the Exclusive Use Area, and any maintenance and repair work carried out pursuant to this by-law is undertaken at the cost of the Owner.

Cost of By-Law, Approvals & Certification

18. The Owner shall indemnify the Owners Corporation for all of the costs of considering and making this by-law, approving any plans, drawings or other documents or obtaining certification of the Works or carrying out any works that are required to be carried out by the Owner pursuant to this by-law (including legal costs) and will pay those amounts to the Owners Corporation when requested.

Right to Remedy Default

19. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- carry out all work necessary to perform that obligation; and
 - enter upon any part of the parcel to carry out that work.
 - recover all such amounts as may have been paid by the Owners Corporation as a Debt due and payable at the Owners Corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10% or, if the regulations provide for another rate, that other rate each year until paid, against the Owner and the Lot jointly and severally.

Annexure below

Special By-Law 40 Internet Vectoring

PART 1

GRANT OF POWER

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 subject to the conditions in Part 3:

- The power to make requirements for the use of common property in relation to the type of use of the common property Copper Wire telecom infrastructure service.
- The duty to regulate the use of the Copper Wire infrastructure which services the Lots.

By-Laws

Plan 57164

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Sydney NSW 2000

PART 2

DEFINITIONS & INTERPRETATION

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

- a. **Act** means the *Strata Schemes Management Act 1996*.
- b. **Approved Use** means the transmission of NBN service using Vectoring technology. To remove any doubt, non-vectoring NBN transmission is not an approved use.
- c. **Building** means the building known as Millennium Towers situated at 289 Sussex Street and 153 Day Street Sydney in the State of New South Wales.
- d. **Copper Wires** means the copper wire telecom infrastructure service connecting the individual Lots to the main telecommunications junction/hub and NBN access point.
- e. **ISP** means Internet Service Provider.
- f. **Lot** means any lot in strata plan 57164.
- g. **NBN** means the national broadband network.
- h. **Owner** means the owner and/or occupier of a Lot.
- i. **Owners Corporation** means the Owners Corporation created by the registration of strata plan no. 57164
- j. **Vectoring** means the method of file transfer using Copper Wires that employs the coordination of line signals for reduction of crosstalk levels and improvement of performance.
- k. **VDSL2** means Very-high-bit-rate digital subscriber line 2 access technology that exploits the existing infrastructure of Copper Wires.
- l. **VDSL2 Provider** means a provider of NBN services.

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

- m. the singular includes the plural and vice versa;
- n. any gender includes the other genders;
- o. any terms in the by-law will have the same meaning as those defined in the Act; and
- p. references to legislation include references to amending and replacing legislation.

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

40.2 All VDSL2 (NBN) connections must be approved by the Owners Corporation.

40.3 An Owner or occupier must not use the common property Copper Wires of the Owners Corporation for

By-Laws

Plan 57164

289 Sussex Street
Sydney NSW 2000

connecting to the NBN unless it is for an Approved Use.

40.4 An Owner or occupier must not use the Copper Wires for a non-vectored NBN service at anytime.

40.5 In order to obtain the approval in clause 40.2, an Owner or occupier must provide the Owners Corporation with:

- a. details of the type of NBN connection and the ISP; and
- b. provide evidence that it is for the Approved Use prior to the date when it is intended to use the NBN

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

- a. request, in writing, that the Owner or occupier comply with the terms of it;
- b. without prejudice to any other rights, be able to disconnect the non-prescribed service from the Copper Wires;

PART 4

DEFAULT BY OWNER

40.7 The Owners Corporation may recover as a debt due from the Owner or occupier all costs associated with enforcing this by-law.

40.8 The Owners Corporation may demand a payment of the costs by serving written notice of the amount payable by that Owner on that Owner.

40.9 An amount if not paid at the end of one month after it becomes due and payable shall bear, until paid, simple interest at an annual rate of ten percent (10%).

40.10 The Owners Corporation may recover, as a debt due an amount not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Explanatory note:

Millennium Towers has now had National Broadband Network **(NBN)** infrastructure and equipment installed to the property. This equipment has been installed ahead of many other properties in the CBD.

NBN is an infrastructure provider; it does not sell direct to the public, standard internet service providers **(ISP)** who access the NBN then "on sell" their own services to individual customers. NBN is an open access system on which many ISP's operate and provide service to their retail customers (the ISP).

The effect of the by-law would be that lot owners and residents may only engage with VDSL2 **(NBN)** providers that offer vectoring technology and are compatible with the system. This would obviously not cause any disruption to current ADSL2+ customers ("normal internet").

In its simplest terms this bylaw will govern how the NBN equipment and the copper wires connected to it are used by Lot owners and residents to the benefit of all and not to the detriment of the facility itself.

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Sydney NSW 2000

Special By-Law 41 Minor renovations

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **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.
- b. **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:
 - i. Installation of tiles, vinyl, floorboards or any other type of permanently fixed hard flooring to Lots, excluding areas where water proofing membranes are required.
- c. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 57164.
- d. **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:

- 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 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 42 Works - Lot 183

PART 1 PREAMBLE

1.1 This by-law is made pursuant to Parts 6 and 7 of the *Strata Schemes Management Act 2015*.

1.2 The purpose of the by-law is to confer on the Owner the right to carry out works to their lot and common property as set out in this by-law.

1.3 The rights conferred by the Special By-Law shall endure for the benefit of the Owner.

PART 2 DEFINITIONS & INTERPRETATION

Definitions

Disclaimer: The information set out in this document has been reproduced and consolidated in such a way as to allow it to be easily interpreted. This document is not intended to be relied upon by any reader in dealing with any particular matter. Whilst all care has been taken in the preparation of this document, the writer and the producers accept no liability for any error, omission or misguidance.

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

- 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 limited to the local council, a court or a tribunal;
- c. **Building** means the building situated at 158 Day Street, Sydney NSW 2000;
- d. **Lot** means lot 183 in Strata Plan No 57164;
- e. **Owner** means the owner for the time being of the Lot;
- f. **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 57164;
- g. **Works** means the works to be undertaken by the Owner including but not limited to the following:
 - i. refurbishment of main bathroom including demolition and the installation of a new waterproof membrane, fittings, accessories and tiles;
 - ii. refurbishment of laundry including demolition and the installation of a new waterproof membrane, fittings, accessories and tiles;
 - iii. undertaking electrical, painting and plumbing works; and
 - iv. removal of any part of the Works.

Interpretation

2.2 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. a reference to the Owners Corporation includes 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;
- f. a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- g. to the extent of any inconsistency between the by-laws applicable to Strata Plan No 57164 and this by-law, the provisions of this bylaw shall prevail; and
- h. if any provision or part of a provision in this by-law whether 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; and
- b. a special privilege to carry out the Works to and on the common property.

PART 4 CONDITIONS

Before commencement

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

By-Laws

Plan 57164

289 Sussex Street
Sydney NSW 2000

- a. details of the proposed dates of commencement and completion of the Works;
- b. a copy of the licence details and certification of the contractor engaged by the Owner to carry out the Works;

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:
 - i. by the Works;
 - ii. by the transportation of construction material, equipment, debris and other material associated with the Works; and
 - iii. by 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) between 9.00 am and 3.00 pm; and
 - iii. for any other activities, between 8.00 am and 4.00 pm on Monday to Friday (inclusive) and from 8.00 am to 1.00 pm on Saturday (inclusive);
- 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; and
- m. not vary the Works without first obtaining the consent in writing of the Owners Corporation.

4.4 The Works shall be carried out:

- a. in a proper and workmanlike manner;
- b. in accordance with the provisions of all applicable building codes and standards;

By-Laws

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Sydney NSW 2000

- c. by appropriately licensed contractors; and
- d. in a manner so as to result in the Works being reasonably fit for occupation.

Default

4.5 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; and
- 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.

Ongoing Responsibilities and Indemnity

4.6 The Owners must:

- 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; and
- b. properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.

4.7 The Works shall remain the property of the Owner.

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

- a. notify the Owners Corporation in writing that the Works have been completed;
- b. provide to the Owners Corporation a copy of all certifications for the Works, including but not limited to any warranties, guarantees and trade certifications; and
- c. upon request by the Owners Corporation, provide to the Owners Corporation a copy of a certification from a suitably qualified consultant or engineer approved by the Owners Corporation, confirming that:
 - i. the Works have been completed in a satisfactory manner and in accordance with this by-law; and
 - ii. all works required to rectify any damage to a lot or to the common property have been completed in a satisfactory manner and in accordance with the terms of this by-law 4.9 should the Owner fail to comply with any obligation under this by-law:

4.9 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 shall 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

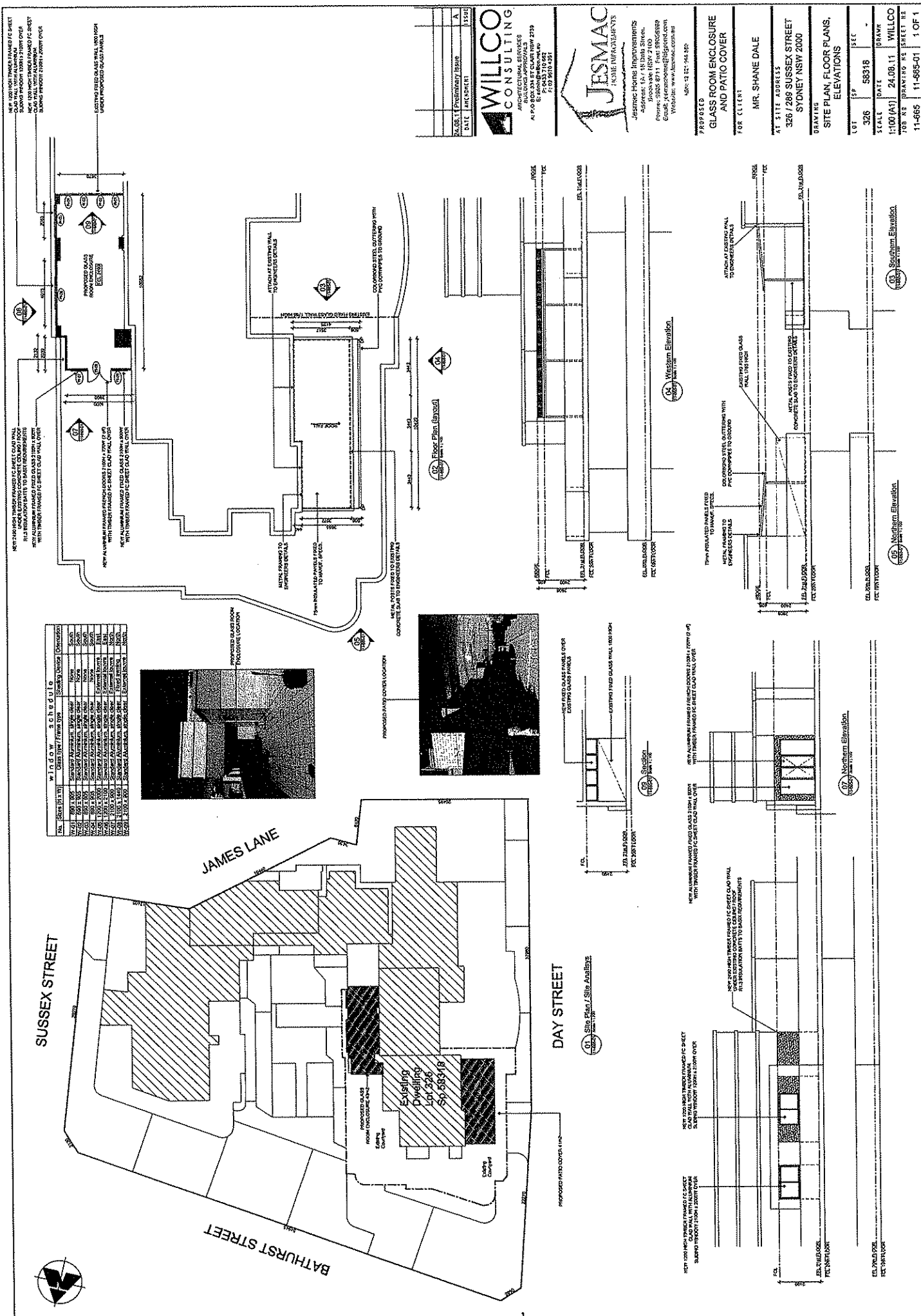
By-Laws

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289 Sussex Street
Sydney NSW 2000

of the Owners Corporation reasonably incurred in recovering such debt.as a contribution according to section 86 of the Act and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-Law 37 Annexure



NO.	SIZE (H x W)	UNIT	SCHEDULE	DESCRIPTION
01	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
02	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
03	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
04	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
05	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
06	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
07	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
08	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
09	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
10	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
11	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
12	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
13	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
14	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
15	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
16	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
17	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
18	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
19	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME
20	2000 x 1500	GLASS	ALUMINUM FRAMED GLASS WALL	GLASS WALL WITH ALUMINUM FRAME

WILCO CONSULTING
ARCHITECTURAL SERVICES
BUILDING APPROVALS
24/08/11 PRELIMINARY ISSUE
DATE: 11/11/11

JESMAC
JAMES LANE CONSULTANTS
James Lane Consultants
Address: 12 / 18 Bath Street,
Brookvale NSW 2100
Phone: 9530 8711 Fax: 9530 8888
Email: james@jesmac.com.au
Website: www.jesmac.com.au

9501-12-11-144-820

PREPARED
GLASS ROOM ENCLOSURE
AND PATIO COVER
FOR CLIENT
MR. SHANE DALE

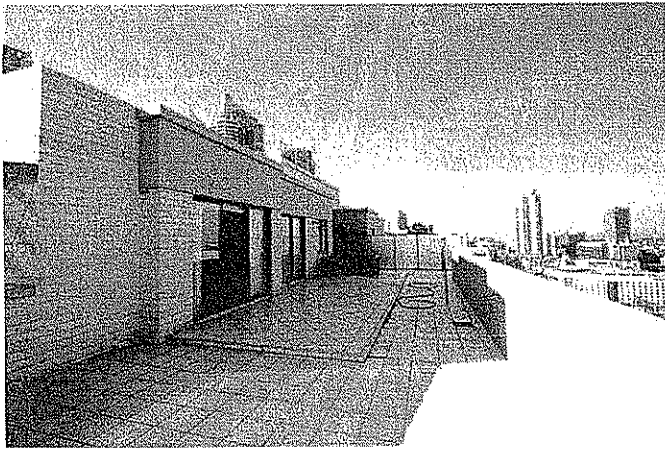
A1 SITE ADDRESS
326 / 286 SUSSEX STREET
SYDNEY NSW 2000

BRAY HE
SITE PLAN, FLOOR PLANS,
ELEVATIONS

LOT	SF	SEC
326	58318	-

SCALE DATE DRAWN BY SHEET NO
1:100 (A1) 24.08.11 WILCO
708 NS DRAWING RE SHEET NO
11-665 11-665-01 1 OF 1

Proposed patio Covered Area Unit 326



Units 326 has a very very large exposed, unroofed balcony area.

Its completely unusable for most of the year.

It has no shade, no protection from wind or rain or sun.

The strata fees for the unit are in excess of \$24000 a year.

The average prices for the big units in the building have FALLEN over the last 10 years.

This sets a very bad precedent for all owners in the building as buyers will assume the entire building is losing VALUE.

Thus owners cannot sell for a good price.

My aim is to correct this situation by allowing the balcony roof area to be partially covered to allow it to be used for entertaining but not as livable area or bedroom space.



The proposed patio roof as shown in the mockups is one way of adding value to this property and eventually sell it at a fair price showing improvement in the value of the unit - which should assist other owners when selling or valuing their units.

This covered area will allow extra use of the unit, which is hugely expensive in fees, which do not reflect the ability to enjoy the apartment.

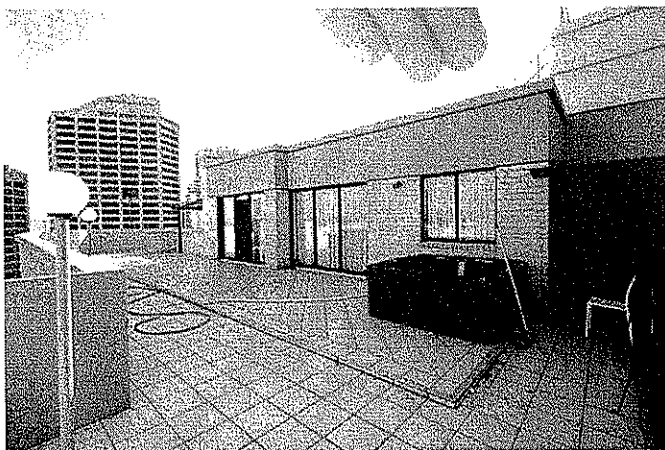
Assuming in principle approval from the committee, I will then proceed to lodge the necessary plans, to the strata and council bodies as required.

This will include detailed technical drawings as required. There will be minimal need to attach to common property, excepting for dyna bolts and such to attach the posts and brackets.

The design will be compatible with building style, and will enhance the lifestyle and aesthetic value of the unit, and the entire building.

I also suggest similar options should be available to other penthouse units and even lower, large balcony units as this will achieve an overall growth in property values. However this point is only a suggestion and should not be used to delay the approval of the specifics of unit 326 enhancements.

Please confirm there are no opposition to these sensible improvements to the building which will have a positive effect on the value of all units in the building, and thus increase equity of owner.



Large unusable UNCOVERED space exposed to hot sun, extreme winds and rain in winter.

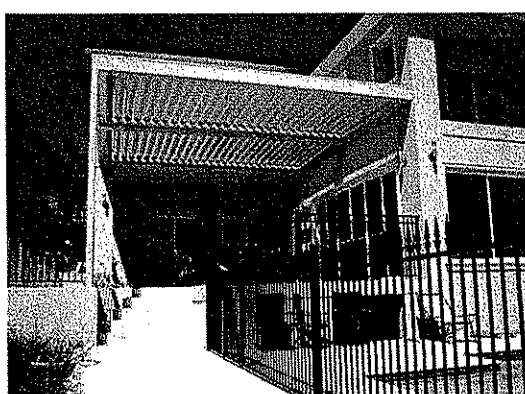
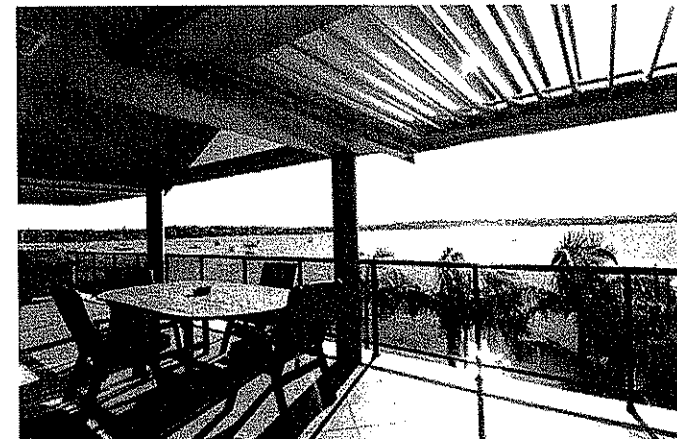
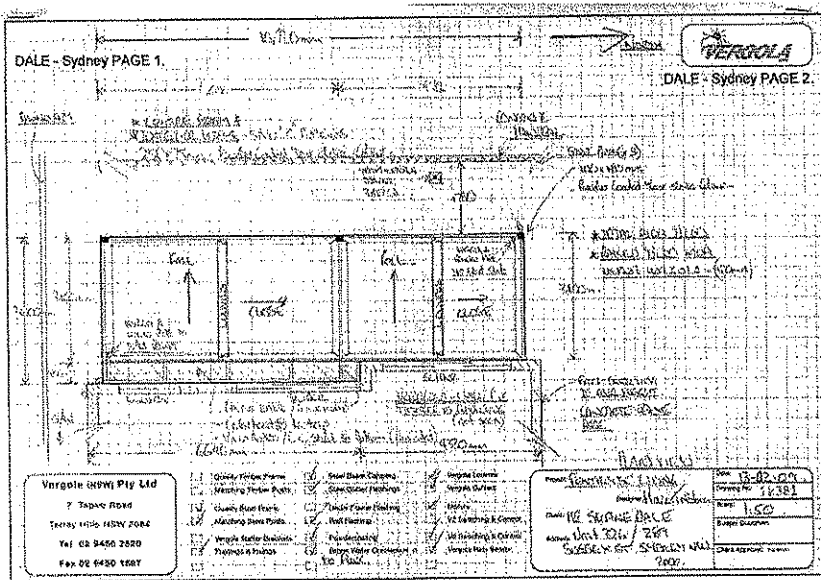


Current roofing standards simple

Unit 326 Patio Roof samples

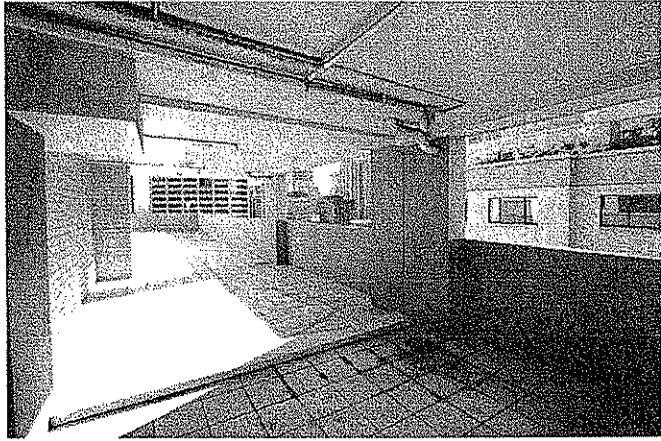
Here is a layout of the area proposed for a roof over a patio.

This design was for a vergola, but I am proposing a solid roof, as a vergola would require a street level crane to get the parts up, whereas I am proposing a simpler roof, which is able to be brought up in the lift and the stairs as required. The design can be made from smaller components and put together.



Great Samples of Patio Roofs in steel/aluminium.

Proposed glassed in Gym area Area Unit 326



Units 326 has a very very large exposed, roofed balcony area.

Its bizarrely located on the far end of the rooftop, away from the living areas. To get there you must walk out onto the rooftop, fully exposed to the weather.

Its only suitable for a gym, but being exposed as it is, it gets gritty and dirty and is unusable - every week there is a layer of soot and grime on all equipment - and the wind blows water in as well as any stray dirt or blowable material like leaves.

In addition the drainage is terrible, and water accumulates from the poorly located edges above the area - which drops water straight into the covered area

In short it's a disaster and an eye sore

Unusable for any practical purpose.

If it was glassed in - could be used as a pool room, or a gym, thus making it perform something useful.

In its current form its completely unusable for most of the year.

The design will be compatible with building style, and will enhance the lifestyle and aesthetic value of the unit, and the entire building.

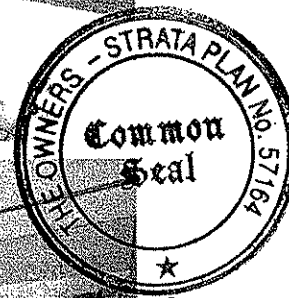
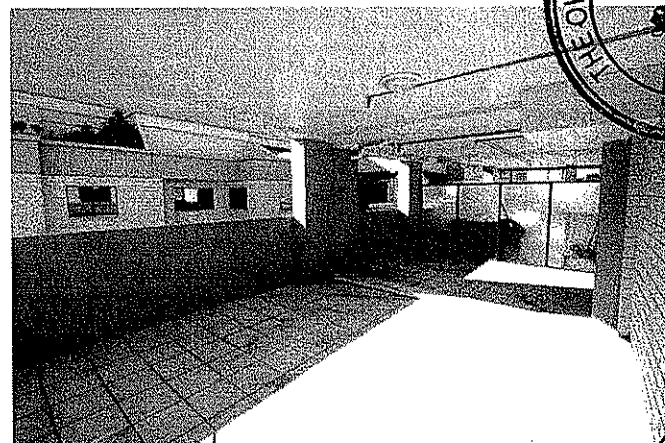
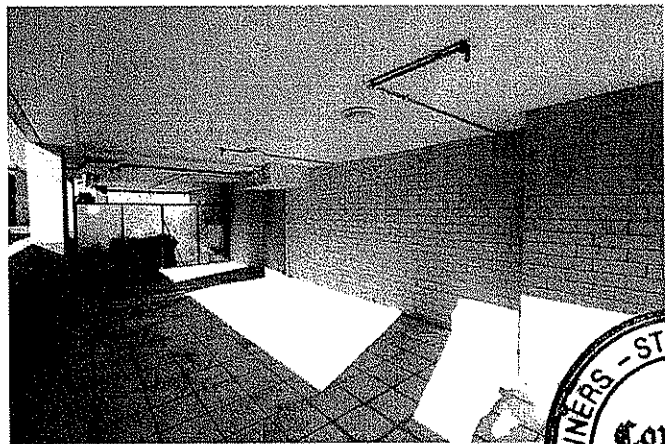
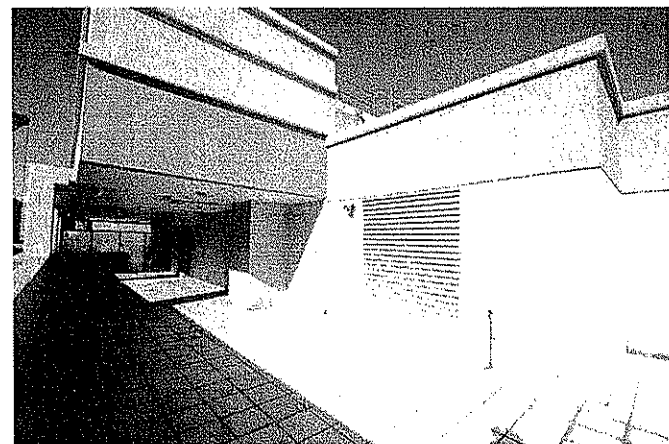
Colour and minor style adjustments are fine - I have no hard set specifications. A mild grey - white matching the tiles is my preferred colour in colourbond aluminium. The wine colour is fine by me too.

Once again attachment to common property is just the bolts and glu required for a seal to be achieved.

Please confirm there are no opposition to these sensible improvements to the building which will have a positive effect on the value of all units in the building, and thus increase equity of owners.

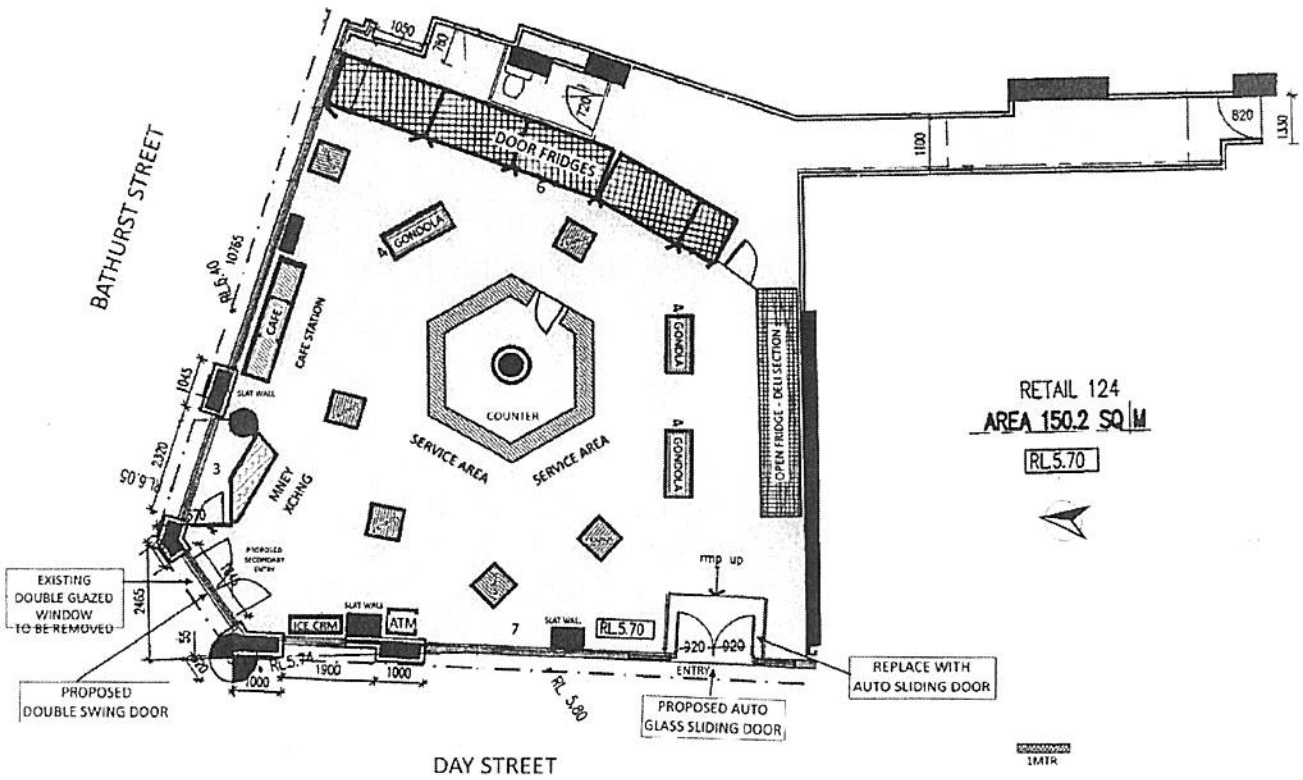


sliding doors and windows to make Gym area usable



Special By-Law 39 Annexure

" A "




RETAIL 124
AREA 150.2 SQ M
RL 5.70



PROPOSED SHOP LAYOUT PLAN
(SCALE 1:50 @ A3)

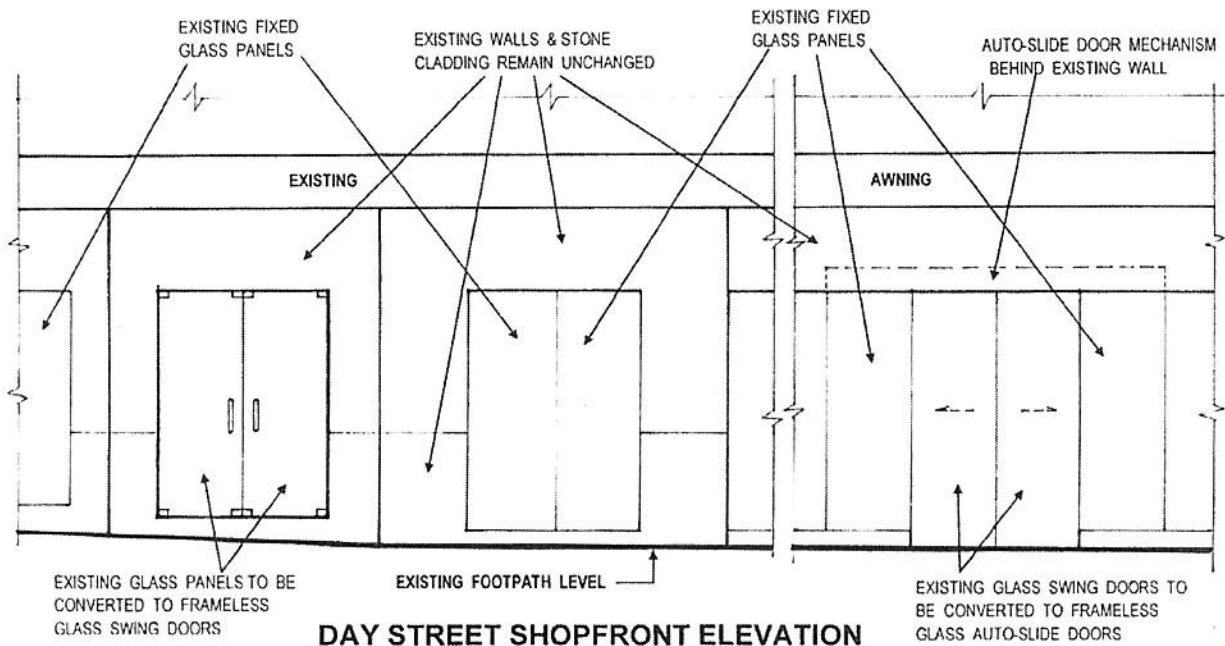
LEGEND:

- ① CASH REGISTER
- ② SERVICE COUNTER
- ③ MONEY EXCHANGE
- ④ DISPLAY UNITS 1500H
- ⑤ DISPLAY SHELVING 1800H
- ⑥ SOFT DRINK FRIDGES
- ⑦ EXISTING SHOPFRONT

LOCATION	Shop 124, 158-166 Day Street, Sydney
AREA	Ground Floor 150.2 Sq M
SCALE	24/09/15 1:50 (AT A3)
 A. FINATEX AUSTRALIA REGISTERED ARCHITECTS & BUILDERS 15/160-162 Day Street, Sydney NSW 1510 Ph: (02) 9550 8888 Fax: (02) 9550 8889 Email: info@afinatem.com.au	
DRAWN: MA	


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" B "



DAY STREET SHOPFRONT ELEVATION

(SCALE 1:50 @ A4)

DATE: OCT 2015	DRAWN: SP	PROJECT: PROPOSED CONVENIENCE STORE SHOP 124, 289-295 SUSSEX STREET (DAY STREET FRONTAGE) SYDNEY NSW	 ALPHATEX AUSTRALIA DESIGN • CONSTRUCTION M: 0403 488 883, Ph: 02 9801 0201 PO BOX 872 CHATSWOOD NSW 2067	DRAWING NO. A 2.01	-
SCALE: AS SHOWN	CHECKED: AW				

8/12

" C "



Consulting
Group

Alphatex
Australia

DESIGN*DEVELOPMENT*MANAGEMENT

ABN 77 561 012 462

24 February 2016

Mr Mustafa Ahmad
City Convenience Store Pty Ltd

TO WHO IT MAY CONCERN

CERTIFICATE OF STRUCTURAL SUFFICIENCY

RE: SHOP 124, 289-295 SUSSEX STREET, SYDNEY

We, ALPHATEX AUSTRALIA, consulting engineers, hereby confirm that a Chartered Professional Engineer of this office has carried out an inspection and subsequent assessment of the proposed alterations to the existing glazed shopfront facing Day Street as shown on Drawing No. A2.01, comprising the following changes:

1. A fixed window at the corner of Day & Bathurst St's to double swing doors;
2. A set of double swing doors at the south-west corner to auto-slide doors.

We hereby certify that the above proposed alterations will not adversely affect the structural integrity of the existing building.

Should any further information be required, please contact the writer.

Yours faithfully,

ALPHATEX AUSTRALIA

Alex K Wong
CEng MICE MIStructE FIEAust RPEQ CPEng NPER
Chartered Professional Engineer

IMPORTANT NOTE: Liability is limited by a scheme approved under the Professional Standards Legislation. This certificate is solely for the use of the party to whom it is addressed and for no other purpose. No responsibility or liability is accepted to any third party who may use or rely on part or whole of the content of this certificate and any associated documents, details or plans. Any inspections carried out were visual and non-destructive inspections and did not cover areas that were covered, non-accessible or invisible during the time of the inspections. This certificate shall not be construed as relieving any other parties of their responsibilities, liabilities, and contractual obligations relating to the work or project.

ALPHATEX AUSTRALIA
P O Box 872 CHATSWOOD NSW 2057

Mob: 0403 488 883 Tel: 02-9801 0201 Fax: 02-9801 0201
Web: www.alphatex.com.au Email: a.wong@alphatex.com.au

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Consulting
Engineers

Alphatex
Australia

DESIGN*DEVELOPMENT*MANAGEMENT

ABN 77 561 012 462

12 May 2016

TO WHOM IT MAY CONCERN

RE: 124/158-166 Day Street Sydney - Existing Window to Swing Door Conversion

Please find attached our plan no. D3.01, showing the existing and proposed corner shopfront for the above shop.

Site measurements indicated that there is a level difference between the footpath and the external footpath due to the slope of the footpath.

A threshold of 120mm high is required to be installed with matching non-slip black granite tiles to accommodate the level difference between the shop floor and the adjoining footpath.

A ramp is not required as disabled access is available by the side entrance.

The sectional side view named Section "A-A" on the plan details the threshold being a slight step up from the footpath into the shop and then step down to the shop floor.

Following a review of the plan by our Certifier, I confirm that the proposal, including the threshold, complies with the requirements of the current BCA 2016, and is permitted under Clause D2.13, Sub-clause (C) (i) and (ii), that have been written to deal with situations similar to this where a stairway meets a sloping walkway or road.

As requested, the scope of work includes:

1. Remove existing fixed glass and existing steps;
2. Install 120H x 350W threshold;
3. Lay matching non-slip tiles;
4. Install double glass swing doors

Please feel free to contact me if you require further information.

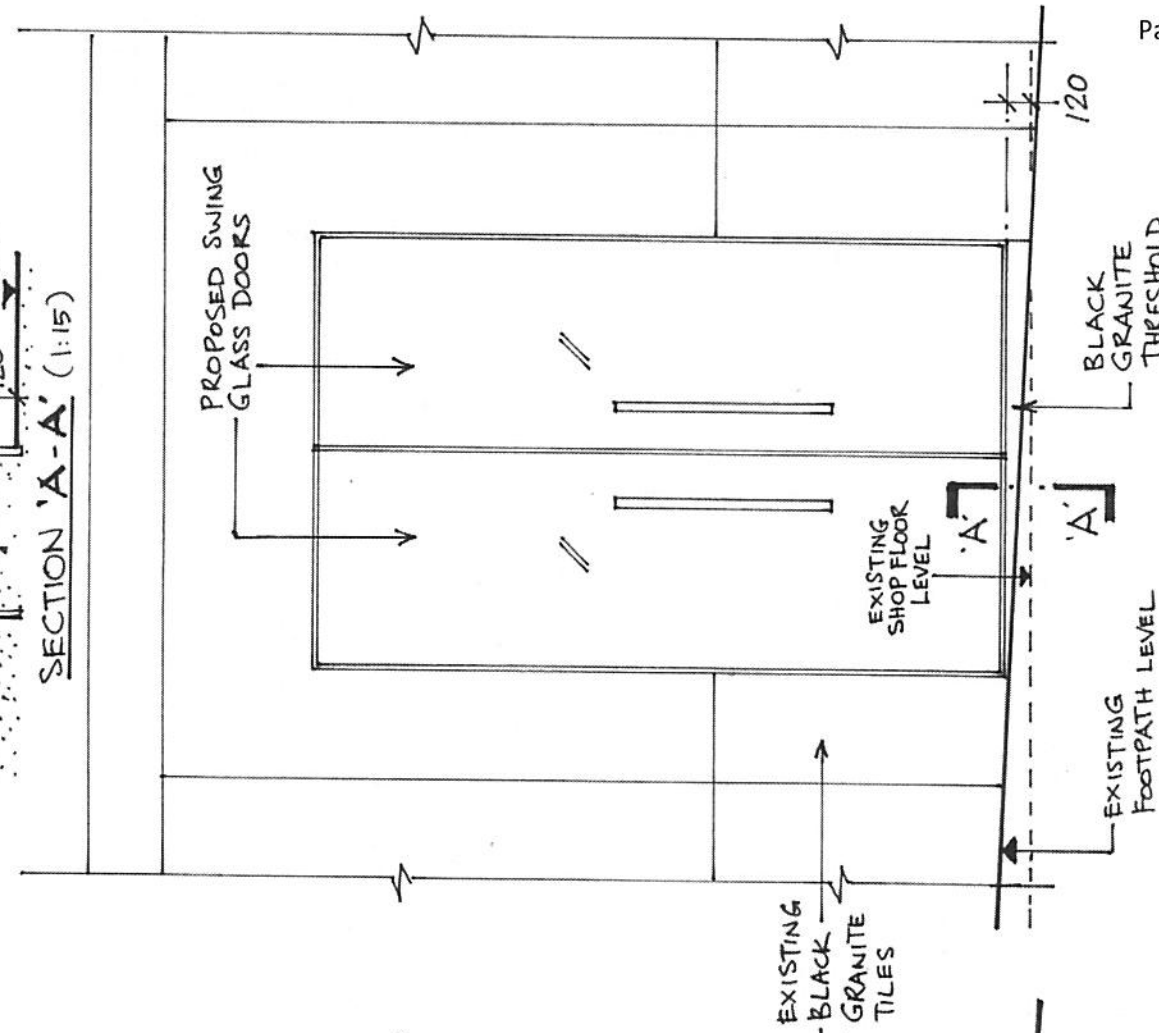
Yours faithfully,

ALPHATEX AUSTRALIA

Alex K Wong
CEng MICE MIStructE FIEAust RPEQ CPEng NER
Chartered Professional Engineer

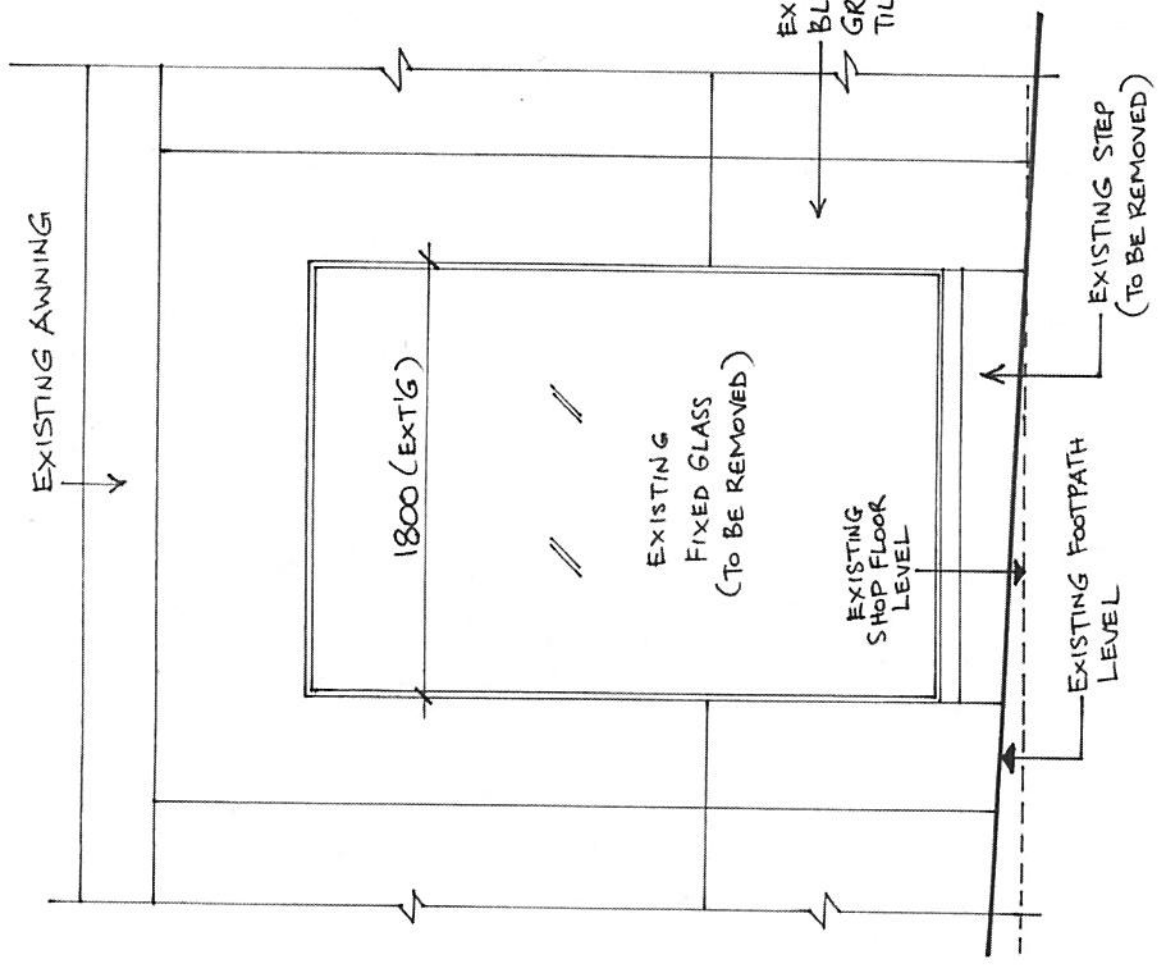
NON-SLIP BLACK GRANITE TILE FOOTPATH LEVEL (VARIES)
EXT'G WALL 350 THICK (APPROX.)
SHOP FLOOR LEVEL

SECTION 'A-A' (1:15)



PROPOSED SWING DOOR
(SCALE 1:30)

EXISTING AWNING



EXISTING FIXED GLASS
(SCALE 1:30)

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