

The Owners Corporation – Strata Plan 61139
Consolidated By-Laws as at 1 June 2023

Table of Contents

1.	Definitions	3
2.	Noise.....	3
3.	Vehicles	3
4.	Obstruction of common property	3
5.	Damage to lawns and plants on common property	3
6.	Damage to common property.....	3
7.	Behaviour of owners and occupiers	3
8.	Children playing on common property in building	4
9.	Depositing rubbish and other material on common property	4
10.	Drying of laundry items	4
11.	Cleaning Windows and doors	4
12.	Storage of inflammable liquids and other substances	4
13.	Moving furniture and other objects on or through common property	4
14.	Floor coverings	4
15.	Garbage disposal.....	4
16.	Appearance of a lot.....	5
17.	Behaviour of invitees.....	5
18.	Use as a residence	5
19.	Use of elevators etc	5
20.	Alteration to interior	5
21.	Use of water closets.....	5
22.	No external aerial or satellite dish etc	5
23.	No radio interference etc.....	5
24.	Cleaning of lot and pest control.....	6
25.	Maintenance of fixtures etc	6
26.	No interference with air conditioning	6
27.	Appointment of air conditioning contractor.....	6
28.	Terms of appointment of air conditioning contractor	6
29.	Notification of malfunction in air conditioning	7
30.	Owner's liability for costs.....	7
31.	No signs or advertisements.....	7
32.	No animals	7
33.	Methods of heating	7
34.	Rights of Owners Corporation to ensure security and safety	7
35.	Owner's obligations.....	7
36.	No interference with fire safety equipment.....	7
37.	Security keys.....	8
38.	Owner's obligations with respect to security devices	8
39.	No duplication of keys or other security devices	8
40.	Restricted use	8
41.	Hours of use.....	8
42.	No dangerous activity.....	8
43.	Invitees and children	8
44.	No interference with operation of pool or sauna or any equipment	9
45.	Owner's liability for acts of invitees	9
46.	Owner's responsibility for tenants and licensees.....	9
47.	Owner's responsibility for invitees	9
48.	Behaviour of invitees.....	9
49.	Appointment of Building Manager	9
50.	No interference with Building Manager	10
51.	Joint service contracts.....	10
52.	Notification of defects.....	10
53.	Consent of Owners Corporation.....	10
54.	Notice in writing.....	11
55.	Service of notice	11
56.	Car parking	11
57.	Release in respect of use of motor vehicle	11
58.	Building rules	11

59.	Compliance with laws.....	11
60.	Strata management statement.....	11
61.	Election of Owners Corporation representative.....	12
62.	Fire safety	12
63.	Exclusive use rights	12
64.	Indemnity in favour of Manly Council in respect of use of overhanging balconies	13
65.	Exclusive right to enclose parking spaces.....	13
66.	Special By-law – Prohibition on smoking	14
67.	Special By-law – Fire Alarm	15
68.	Special By-law – Lot Owners Works	16
69.	Special By-law – Goods left on common property and activities on common property	20
70.	Special By-law – Hard Floors Residential Lots	22
71.	Special By-law – Use of pool courtyard.....	28
72.	Special By-law – Lot Heating	30
73.	Special By-law – Use of Car Parking Spaces	32
74.	Special By-law – Right of Owners Corporation to Ensure Security and Safety (incl. Personal Health)	33
75.	Special By-law – Prohibition of Short Term Accommodation	35
76.	Special By-law – Minor Renovations.....	38
77.	Special By-law – Common Property Rights By-Law for Works by Owner of Lot 10 (Unit 206a)	41
78.	Special By-law – Insurance Excess	45
79.	Special By-law – Renovation Works at Lot 42 (Unit 235).....	46
80.	Special By-law – Pets Bylaw.....	48
81.	Special By-Law – Authorisation of Building Works in Lot 106 (unit 608).....	51
82.	Special By-Law – Authorisation of Building Works in Lot 37 (Unit 230)	54
83.	Special By-Law – Authorisation of Building Works in Lot 89 (Unit 501)	57
84.	Special By-Law – Interim Electric Vehicle Plug – In Hybrid Vehicles Facilities and Electric Bicycles, Electric Scooters and the like.....	60
	Annexure A Lot 42 (Unit 235) Plans (refer to By-Law 78)	64
	Annexure B Lot 37 (Unit 230) Plans (refer to By-Law 81)	71

SP 61139 By-Laws

1. Definitions

- (a) “Act” means Strata Schemes Management Act 2015 or such other legislation as may be enacted in its place.
- (b) “Building” means the building constructed within the parcel.
- (c) “Government Agency” or Government Agencies” means a government or any governmental, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.
- (d) Unless repugnant to the context, terms defined in the Act have the same meaning in these by-laws.

2. Noise

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

3. Vehicles

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

4. Obstruction of common property

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

5. Damage to lawns and plants on common property

An owner or occupier of a lot must not damage or interfere with any lawn, garden, tree, shrub, plant, flower or any landscaped area, whether internal or external of the building or use for his or her own purposes as a garden any portion of the common property.

6. Damage to common property

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 owner’s corporation, but this by-law does not prevent an owner or person authorised by the owner from installing any locking or other safety device for protection of the owner’s lot against intruders. Any such locking or safety device 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. An approval given under this by-law cannot authorise any additions to the common property.

7. Behaviour of owners and occupiers

An owner or occupier of a lot when on common property or when on any part of a lot so as to be visible from another lot, the street or from common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the

owner or occupier of another lot or to any person lawfully using common property or on the street.

8. Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom he or she has control to play on any common property within the Building (other than an area designated in a resolution of the owners corporation or the strata committee as a children's play area) or, unless unaccompanied by an adult exercising effective control, to be or to remain on common property comprising a car parking area or other area of possible danger or hazard to children.

9. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or any appliance, chattel or other article or thing, except in any receptacle or any area specifically provided therefor.

10. Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

11. Cleaning Windows and doors

An owner or occupier of a lot must keep clean all glass in windows, doors and balustrading on the boundary of the lot, including so much as is common property and must immediately report any breakage to the Owners Corporation.

12. Storage of inflammable liquids and other substances

An owner or occupier of a lot must not use or store on the owner's lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, and must not do, permit or omit to be done any act, matter or thing which may invalidate or suspend any insurance cover effected by the owners corporation or cause the premium to be increased.

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 the owner has first given to the strata committee notice of intention to do so sufficient in the circumstances to enable the strata committee to arrange for its nominee to be present at the time when the owner does so. The owner or occupier must observe the directions of such nominee as to the time of and manner in which such transport takes place, the parking of delivery vehicles and the use of lifts.

14. Floor coverings

This By-Law has been repealed and replaced with By-Law 70

15. Garbage disposal

An owner or occupier of any lot must:

- (a) dispose of garbage by draining and securely wrapping same in small parcels and then depositing same in the garbage bins or other receptacles provided for this purpose in the garbage room or other designated garbage collection area; and

- (b) comply with the directions of the Owners Corporation or its strata committee from time to time relating to the disposal of garbage.

16. Appearance of a lot

An owner or occupier of a lot must ensure that all curtains and blinds installed in any windows or doors to a lot have an off-white appearance when viewed from outside the building and must not otherwise do anything or permit anything to be done which may interfere with the uniform appearance of the building from the outside.

17. Behaviour of invitees

An owner or occupier of a lot must not entertain invitees on any part of the common property in such a way as to cause a nuisance or inconvenience to any other owner or occupier or so as to unreasonably interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

18. Use as a residence

An owner or occupier of a lot must not use that lot or permit the same to be used:

- (a) otherwise, than as a private residence; or
- (b) for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose; or
- (c) for any other purpose that may endanger the good reputation of the strata scheme.

19. Use of elevators etc

An owner or occupier of a lot must not misuse or permit to be misused any elevator or other equipment or thing whatsoever within the building and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

20. Alteration to interior

An owner or occupier of a lot must not affect any alteration or addition to the internal walls or structural features of a lot without the prior approval in writing of the owner's corporation PROVIDED that such approval must not be unreasonably withheld.

21. Use of water closets

An owner or occupier of a lot must not use any water closets or other water apparatus in the building for any purpose other than for which they were constructed and must not deposit or throw any sweepings, rubbish, rags, napkins or any other article into the same.

22. No external aerial or satellite dish etc

An owner or occupier of a lot must not attach to or hang from the exterior of the building any radio or television aerial, satellite dish or any receiving or transmitting device, security device or wires therefor.

23. No radio interference etc

An owner or occupier of a lot must not operate or permit to be operated on the parcel any radio, two-way radio, short wave radio, transmitter, receiver, telecommunications device or electronic

equipment so as to interfere with any domestic appliance or apparatus (including a computer or a radio or television receiver) lawfully in use on the common property or in any other lot.

24. Cleaning of lot and pest control

An owner or occupier of a lot must keep the same in a good state of preservation and cleanliness and must take all necessary steps to control and exterminate therein all vermin, insects or other pests.

25. Maintenance of fixtures etc

Any alteration made to common property or any fixture or fitting attached to common property by any owner or occupier of a lot, whether made or attached with or without the approval of the owners corporation, must, unless otherwise provided by resolution of a general meeting or of a meeting of the strata committee, be repaired and maintained by the owner for the time being of the lot of which the aforesaid owner or occupier was such owner or occupier at the time of such alteration or attachment.

26. No interference with air conditioning

An owner or occupier of a lot must not modify, adjust, add to or otherwise interfere with any existing air conditioning system, ventilator or ducting associated therewith without the approval in writing of the Owners Corporation as to the type, location and manner of installation thereof, such approval not to be unreasonably withheld. The owner must indemnify and keep indemnified the owner's corporation against any cost or expense arising out of any modification. This by-law does not prevent a owner or occupier from operating the control switches and devices for the air conditioning system located on the control panel accessible from within the lot.

27. Appointment of air conditioning contractor

In addition to the powers, authorities, duties and functions conferred or imposed on the owners corporation by the Act or the by-laws and for the better control, management, administration, use and enjoyment of the Lots and the common property the subject of the strata scheme the owners corporation has the power to appoint a suitably qualified contractor for the purposes of maintaining all of the air conditioning plant and equipment located on the parcel and such contractor (during the period of any agreement between the owners corporation and the contractor), subject to these by-laws, is responsible for the maintenance of all of the air conditioning plant and equipment located on the parcel to the exclusion of any other contractor, tradesman or other person.

28. Terms of appointment of air conditioning contractor

Any agreement entered into between the Owners Corporation and the contractor referred to in by-law 27 is to contain such terms and conditions as the Owners Corporation from time to time may determine but may provide for: -

- (a) periodic inspection and servicing of air conditioning plant and equipment (including any component thereof which is situated within, or accessible from, any lot);
- (b) the provision of a 24-hour emergency service to prevent or rectify any malfunction of equipment.
- (c) the designation of rates and charges to be made by the contractor (its employees, servants or agents) to perform the obligations imposed under the agreement.

29. Notification of malfunction in air conditioning

On detecting any malfunction of the air conditioning equipment an owner or occupier of a lot must forthwith notify the Owner's Corporation or its managing agent, Building Manager or other person nominated by the Owners Corporation for that purpose of such malfunction.

30. Owner's liability for costs

An owner or occupier of a lot is liable to reimburse the owners corporation for: -

- (a) the cost of materials and labour for repairs carried out to air conditioning plant or equipment located within any lot and any pipes, wires, cables or ducts servicing such lot outside the boundary of such lot of those pipes, wires, cables and ducts with the cooling water isolating valves.
- (b) any costs or damages incurred by the owner's corporation resulting from any act or commission by an owner or occupier or any invitee thereof in breach of the Act or these by-laws; and
- (c) any other costs incurred pursuant to these by-laws.

31. No signs or advertisements

No name, writing, drawing, sign board, plate, placard, signal, advertisement or illumination may be inscribed or exposed on or at any window or other part of the building and no article may be projected out of any window of a lot or over any balcony of a lot.

32. No animals

This By-Law has been repealed and replaced by Special By-law 79 – "Pets" By-law

33. Methods of heating

This By-Law has been repealed and replaced by Special By-law 72 "Lot Heating" By-law

SECURITY AND SAFETY

34. Rights of Owners Corporation to ensure security and safety

This By-Law has been repealed and replaced by Special By-law 74 "Right of Owners Corporation to Ensure Security and Safety (including personal health)" By-law

35. Owner's obligations

An owner or occupier of a lot must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security or fire or safety of the parcel or any part and without limiting the generality of the foregoing an owner or occupier of a lot must ensure that all fire and security doors and windows (including apparatus or appliances attached thereto) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

36. No interference with fire safety equipment

An owner or occupier of a lot must not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

37. Security keys

If the Strata Committee of the owners corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device it may make sure number of keys or operating systems as it determines available to owners who are entitled to access to that part of the common property free of charge and thereafter may at its discretion make additional numbers thereof available to owners on payment of such reasonable charge therefore as may be determined from time to time by the strata committee.

38. Owner's obligations with respect to security devices

An owner of a lot to whom any key, card or other operating system is given pursuant to these by-laws must exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and must take reasonable precautions (which must include an appropriate covenant in any lease or licence of a lot to any such occupier) to ensure return thereof to the owner or the body corporate on the occupier ceasing to be an occupier.

39. No duplication of keys or other security devices

An owner or occupier of a lot into whose possession any key, card or other operating system referred to in these by-laws has come must not duplicate same or cause or permit the same to be duplicated and must take all reasonable precautions to ensure that the same is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owners corporation.

SWIMMING POOLS, SAUNA, GYMNASIUM AND CHANGE ROOMS

40. Restricted use

Subject to the by-laws, only lot owners or occupiers are entitled to use the Swimming Pool, Sauna, Gymnasium and Change Room and their surrounds.

41. Hours of use

This by-law has been repealed

42. No dangerous activity

Persons using the swimming pool and sauna must exercise caution at all times and must not run or splash, jump or behave in any manner that is likely to interfere with the use of the pools by other persons or cause injury to themselves or any other person.

43. Invitees and children

In relation to the use of the swimming pool, sauna, gymnasium, and change rooms, and owner or occupier of a lot must ensure:-

- (a) that invitees and guests do not use the same or any of them unless that owner or another owner or occupier accompanies them at all times;
- (b) that children are not in or around the same or any of them unless accompanied at all times by an adult owner or occupier exercising effective control over them;
- (c) that alcoholic beverages are not taken to or consumed in or around the same; and

- (d) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same.

44. No interference with operation of pool or sauna or any equipment

An owner or occupier of a lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or sauna or add any chemical or other substance to any water therein. The owner must indemnify and keep indemnified the Owners Corporation against any cost or expense arising out of any breach of this by-law.

INVITEES AND TENANTS

45. Owner's liability for acts of invitees

The owner of a lot is liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner or the occupiers of the lot of their respective tenants or invitees or persons obtaining access by use of a key or operating system supplied to that owner or his tenant or invitee.

46. Owner's responsibility for tenants and licensees

An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot and their invitees comply with the provisions of the by-laws and that any breach of these by-laws is a breach of the lease or licence.

47. Owner's responsibility for invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees comply with the provisions of the by-laws and in the event of inability for any reason to ensure such compliance by any invitee such owner or occupier must thereupon ensure that such invitee leaves the parcel.

48. Behaviour of invitees

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

MANAGEMENT

49. Appointment of Building Manager

The owners corporation, in addition to the powers and authorities conferred on it by or under the Act or elsewhere in these by-laws, has the power and authority to provide for the management of the lots and common property and of the Building generally and without limiting the generality of the foregoing may, but is not required to, in addition to the appointment of any Managing Agent, enter into any contractual or other arrangement with any one or more person, firm or company (in these by-laws referred to as "the Building Manager") under which the Building Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the Building and which contractual or other arrangement may, but is not required to, provide the following:-

- (a) a fixed term not exceeding ten (10) years (including any period or periods of any option or options for renewal), with or without any rights for each determination by either the Owners Corporation or the Building Manager;
- (b) use by the Building Manager (as licensee) to the exclusion of owners and occupiers generally of any designated areas of the common property for a manager's residence, reception, office, storage or other purpose;
- (c) the cleaning, caretaking, security, supervision, and service of the common property and any personal property vested in the Owners Corporation and for the general repair and maintenance or renewal and replacement thereof;
- (d) the provision of services to owners or occupiers, including but not limited to, the services of a porter, telephonist, handyman, room cleaning and servicing, food and drink service to residential units, reception, laundry and a letting or property management, serviced apartment management and/or sales service;
- (e) the supervision or any employees or contractors of the Owners Corporation;
- (f) the control and supervision of the common property generally and the enforcement of these by-laws;
- (g) the arbitration of disputes between the Owners Corporation and the Building Manager; and
- (h) any other matter that may be considered by the Owners Corporation to be necessary or desirable.

50. No interference with Building Manager

An owner or occupier of a lot must not use or obstruct or prevent use by the Building Manager of any area of common property designated pursuant to these by-laws as being for use by the Building Manager as licensee for any purpose.

51. Joint service contracts

The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and elsewhere in these by laws, has the power and authority to enter into any contractual or other arrangements with the registered owner for the time being of any parcel of land adjoining the parcel the subject of the strata scheme for the purpose of contributing to the cost of providing or maintaining any service or repairing and maintaining any equipment or facility to be used jointly in respect of the two parcels by the body corporate and such adjoining registered owner.

52. Notification of defects

An owner or occupier of a lot must as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Building Manager or managing agent of the Owners Corporation, or in the absence of both of them, to the owners corporation.

53. Consent of Owners Corporation

Any consent or approval given by the owners corporation pursuant to these by-laws must, if practicable, be revocable and may be given subject to conditions, including but not limited to, a condition evidenced by a minute of a resolution that the owner or occupier for the time being of the lot to which the consent or approval relates must be responsible for compliance with the

terms of such consent or approval. The owner must indemnify and keep indemnified the Owners Corporation against any cost or expense arising out of any non-compliance with the terms of such consent or approval.

54. Notice in writing

All complaints or applications to the Owners Corporation or its strata committee must be addressed in writing to the Owners Corporation, the Building Manager or the managing agent of the Owners Corporation

55. Service of notice

An owner whose address for services of notices as recorded on the strata roll is a lot within the strata scheme may be served with any notice or other document required or authorised by the Act or the by-laws to be served by the Commissioner, the NSW Civil and Administrative Tribunal, the owners corporation, its strata committee or the secretary or treasurer of its strata committee, by depositing any such notice or document in the receptacle provided for the receipt of mail in respect of such lot.

56. Car parking

An owner or occupier of a lot must not park or stand any motor or other vehicle on the common property (other than areas specifically designated for such use) which has a gross laden weight of 3 tonnes or more without the prior written consent of the Owners Corporation.

57. Release in respect of use of motor vehicle

An owner or occupier of a lot and all persons authorised by them must use the lot and the common property at their own risk and hereby release the owners corporation from all claims and demands of whatever kind and all liability which may arise in respect of damage to persons, property or motor vehicles including any theft of or from any motor vehicle while on the common property or theft or any personal property on the lot or the common property, any theft of parts or equipment or contents of any motor vehicle howsoever occurring. An owner or occupier of a lot must not clean, grease, oil, repair or wash motor vehicles in the common property except in a place specifically designated for use for any such purpose.

58. Building rules

An owner or occupier of a lot and all persons authorised by them must comply with the rules (if any) from time to time promulgated by the Owners Corporation for the orderly management or security of the common property provided that any such rule does not derogate from any rights hereby granted.

59. Compliance with laws

An owner or occupier of a lot must comply on time with all laws including the requirements of any Government Agency.

60. Strata management statement

The Owners Corporation must comply on time with obligations imposed on it by the strata management statement filed with the strata plan to which it is a party ("the Strata Management Statement").

61. Election of Owners Corporation representative

The Owners Corporation must elect one of its members to be the Owners Corporations representative in accordance with the Strata Management Statement.

62. Fire safety

The Owners Corporation and the owners and occupiers of any lot must in respect of the parcel and in respect of the lots as appropriate:

- (a) consult with any relevant Government Agency as to the appropriate fire alarm and equipment for the parcel and the lots;
- (b) ensure the provision of all adequate fire protection equipment in the parcel and the lots to the satisfaction of all relevant Government Agencies; and
- (c) take all reasonable steps to ensure compliance with the fire laws in respect of the parcel and the lots.

63. Exclusive use rights

The owners for the time being of the Lots set out in Column 1 are jointly entitled to the right of exclusive use and enjoyment of the areas of the common property indicated with the letter set out in Column 2 opposite such lot numbers on the Strata Plan annexed and such owners are jointly responsible for the proper maintenance and upkeep of such part of the common property.

Column 1	Column 2	Column 1	Column 2
2&3	(a)	58&59	(o)
4&5	(b)	60&61	(p)
6&7	(c)	62&63	(q)
8&9	(ab)	69&70	(r)
10&11	(d)	71&72	(s)
12&13	(e)	73&74	(t)
14&15	(f)	75&76	(u)
44&45	(g)	77&78	(v)
46&47	(h)	79&80	(w)
48&49	(j)	81&82	(x)
50&51	(k)	83&84	(y)
52&53	(l)	85&86	(z)
54&55	(m)	87&88	(aa)
56&57	(n)		

In the event of a dispute between Lot owners set out in Column 1 in (a) above involving proper maintenance and upkeep of an exclusive use area, an affected lot owner must refer the dispute to the Strata Committee for the time being to determine. The decision of the Strata Committee shall be binding on the Lot owners and any financial cost resulting from the decision shall be shared equally between the parties and such amount is to be debited from the Lot owner's levy account.

64. Indemnity in favour of Manly Council in respect of use of overhanging balconies

- (a) In addition to the rights and powers of the Owners Corporation under the Act or elsewhere, the Owners Corporation is authorised to and must enter into a deed of release and indemnity with Manly Council in the form or to the effect of the draft deed attached and marked "A".
- (b) Each owner of a lot the balcony of which overhangs Central Avenue or Sydney Road must:
 - i. comply with clauses 4.1 to 4.6 inclusive of the deed (or any equivalent provisions) so far as they relate to the balcony attached to the owner's lot as if the owner had entered into the deed in place of the Owners Corporation with the exception that the owner has no liability under this by-law for any structural repairs or maintenance except to the extent caused or contributed by the negligence or wilful act or default of the owner or its occupant; and
 - ii. indemnify the Owners Corporation from and against all claims, demands, actions, liabilities, losses, damages, costs, charges and expenses of any nature which the owners corporation may suffer, incur or for which the Owners Corporation may become liable in respect of or arising out of any failure by the owner to comply with the requirements of this by-law.

65. Exclusive right to enclose parking spaces

The owner for the time being of lot 121 has the right to enclose the parking spaces forming part of that lot and to install automatic garage doors in those spaces ("Owner's Works") subject to the following conditions:

- (a) the owner must first obtain the consent of Manly Council and any other necessary consent from any other Government Agency to the Owner's Works;
- (b) the owner must carry out the Owner's Works in a proper and workmanlike manner using new materials and in accordance with the requirements of all consents and authorities;
- (c) the owner must indemnify the Owners Corporation, its agents, employees and contractors and keep the Owners Corporation, its agents, employees and contractors indemnified against:
 - i. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation, its agents, employees or contractors and arising out of or in connection with the Owner's Works except to the extent the same is caused by the negligence or wilful act of the Owners Corporation, its agents, employees or contractors;
 - ii. without limiting paragraph (c)(A), all costs, damages and expenses arising out of or in connection with any damage to the common property caused by or resulting from the carrying out, installation, repair or removal of the Owner's Works by or on behalf of the owner; and
 - iii. any liability on the part of the Owners Corporation for any damage to the common property caused by or arising out of the carrying out by the Owners Corporation by its agents, employees or contractors of any work referred to in paragraph (e) or section 120 of the Act or the exercise of the power of entry conferred by that section or section 122 of the Act in connection with the Owner's Works;

- (d) the owner must maintain the Owner's Works and keep the Owner's Works in a state of good and serviceable repair and, subject to paragraph (f), must perform maintenance repairs upon or, if necessary as a result of the state of repair or damage and if the owners corporation by written notice reasonably requires him to do so, replace the Owner's Works all in a manner approved or directed by the owners corporation in writing (which must not unreasonably withhold its approval or unreasonably give a direction);
- (e) if the owner fails or neglects to carry out any work or discharge any obligation which he is required to do under this by-law the owners corporation by its agents, servants or contractors may carry out the work or perform the obligation following notice in writing to the owner and may recover the costs of doing the work or discharging the obligation as a debt from the owner;
- (f) the owner may remove the Owner's Works at any time but must repair and make good any damage caused to the common property by such removal and must reinstate to its former condition all such part of the common property as may have been affected by the installation or removal of the Owner's Works; and
- (g) the owner must bear all costs of doing anything which it is required or permitted to do under this by-law.

66. Special By-law – Prohibition on smoking

Resolved around 8 April 2015. Explanatory Note: Owners and occupiers of lots in the Pacific Waves Building ("PWB"), SP61139, do not agree to be inundated while in their lot (including its balcony) with smoke from a nearby apartment.

Further, the Owners Corporation seeks to ban all smoking on the common property of SP61139, including the roof top recreational areas, laundries, hallways, elevators and stairwells.

PART 1: DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) "Balcony" means balcony as defined in strata plan registration nos. 61139
- (b) "Common Property" means the common property in strata scheme 61139;
- (c) "Lot" means a lot in strata scheme 61139;
- (d) "Smoking" means to smoke, hold or otherwise have control over, an ignited Smoking Product; and
- (e) "Smoking Product" means any tobacco or other product that is intended to be smoked;

In this by-law, a word which denotes:

the singular includes plural and vice versa;

any gender includes the other genders;

any terms in the by-law will have the same meaning as those defined in the Act; and

references to legislation includes references to amending and replacing legislation.

PART 2: OBLIGATIONS

2.1 The owner or occupier of a lot must not, on the Common Property:

be Smoking;

allow another person, including without limitation their invitee or employee, to be Smoking; and/or

encourage another person, including without limitation their invitee or employee, to be Smoking, including without limitation, by providing ashtrays, matches, lighters or any other thing that could facilitate Smoking.

2.2 The owner or occupier of a lot must ensure that smoke caused by Smoking within a Lot including Smoking while on the Balcony of a Lot does not enter or drift into or penetrate the Common Property or another Lot.

67. Special By-law – Fire Alarm

Resolved around 8 April 2015.

PART 1: DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) 'Building Manager' means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (b) 'Common Property' means the common property in strata scheme 61139.
- (c) 'Fire Alarm' means a back to base fire alarm system installed on the Common Property and in each Lot.
- (d) 'Fire Alarm Costs' means:
 - (i) the charge imposed from time to time by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2008* in responding to activation of any Fire Alarm; and
 - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(e)(i).
- (e) 'Fire and Rescue NSW' means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.
- (f) 'Lot' means a lot in strata scheme 61139.
- (g) 'Owner or Occupier' means the owner or occupier of a Lot from time to time.
- (h) 'Owners Corporation' means the Owners Corporation created by the registration of strata plans registration no. 61139.
- (i) 'Strata Committee' means the Strata Committee of the Owners Corporation or its nominee the Building Manager or Strata Manager

- (j) 'Strata Manager' means the person or entity appointed under the Strata Schemes Management Act 2015 to manage the business and maintain the records of the Owners Corporation.

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*;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2: CONDITIONS AND OBLIGATIONS

2.1 An Owner or Occupier must not, by wilful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by the Owner or Occupier.

2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs as a consequence of activating any Fire Alarm.

2.3 Liability for Fire Alarm Costs will be determined at the absolute discretion of the Strata Committee based on fair and equitable principals.

2.4 The Owners Corporation may:

- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
- (b) include reference to the debt on notices under section 184 of the Act.

Explanatory Note: This by-law makes the costs to the Owners Corporation of fire services call outs as a result of activating the Fire Alarm recoverable from a lot owner or an occupier of a lot.

From 1 July 2013 the false alarm fine charged by NSW Fire and Rescue is \$1,250 per alarm.

68. Special By-law – Lot Owners Works

Resolved around 8 April 2015. Explanatory Note: *This by-law is intended to regulate the manner in which lot owners will go about renovating their apartment in the best interests of the Owner, other Owners and the Owner's Corporation.*

PART 1: DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) 'Authority' means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

- (b) 'Building Manager' means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) 'Insurance' means:
 - (i) contractors all risk insurance in the minimum sum of \$10,000,000 or such other amount as nominated by the Strata Committee and if permissible by the insurer noting the Owners Corporation as a joint insured or an interested party;
 - (ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as a joint insured or an interested party;
 - (iii) workers compensation insurance, if required; and
 - (iv) other insurances that may be required at law.
- (d) 'Owner' means the owner of a lot in strata scheme 61139.
- (e) 'Owners Corporation' means the Owners Corporation created by the registration of strata plan registration no. 61139.
- (f) 'Reasonable notice' for inspection of Works in the 21 days following notification of completion, is 2 hours prior notice, or as otherwise determined by the Strata Committee
- (g) 'Required Documents' means:
 - 1. existing plans and drawings;
 - 2. proposed plans and drawings;
 - 3. if the plans and drawing do not adequately describe the works a detailed description of the works in terms satisfactory to the Strata Committee;
 - 4. details of the current and proposed flooring system, and if the Owner is proposing to change the flooring system a report from an acoustic engineer nominated by the Strata Committee about the proposed flooring system which provides that it complies with the scheme's by-laws; and
 - 5. any other document reasonably required by the Strata Committee.
- (h) 'Strata Committee' means the strata committee of the Owners Corporation or it's nominee being the Building Manager or the Strata Manager.
- (i) 'Strata Manager' means the person or entity appointed under the Strata Schemes Management Act 2015 to manage the business and maintain the records of the Owners Corporation.
- (j) 'Works' means the additions and alterations undertaken by an Owner to their lot and to the common property as specified in the Required Documents, except for the installation of smoke alarms and works permitted under by-law 16.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;

- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2: GRANT OF RIGHT

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

PART 3: CONDITIONS

Part 3.1: Before Commencement

3.1 Before commencement of the Works the Owner must:

- (a) provide the Required Documents to the Strata Committee not less than 28 days before the commencement of the Works;
- (b) obtain approval for the Works from the Strata Committee which may be in the form of a by-law under section 108 or 142 of the Act granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Strata Committee at the time of seeking approval under clause 3.1(b) above;
- (d) effect and maintain Insurance as required under this by-law and provide a copy to the Strata Committee;
- (e) comply with all reasonable directions of the Strata Committee as to how the Works are to be undertaken including but not limited to the sequence of tradespeople, the movement of materials to and from the lot, the requirement to safeguard common property from damage by erecting structures to minimise damage and hours and days of operation; and
- (f) provide access to the lot upon the reasonable request of the Strata Committee for the purpose of inspection during and following the period of the Works.

Part 3.2: During Construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details, license and any other information reasonably required to the Strata Committee before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavors to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Strata Committee noting that Works will not be approved to be carried out in the months of December or January of any year, on weekends or public holidays;
- (e) perform the Works within a period as reasonably approved by the Strata Committee;

- (f) use reasonable endeavors to ensure that any Works which are likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot are performed between the hours of 10.00 am to 4.00 pm Monday to Friday excluding public holidays;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation or the Strata Committee;
- (h) 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;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time as advised by the Strata Committee, failing which the Owners Corporation can do such rectification works and recover the cost of those works as a debt of the Owner;
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (k) upon the reasonable request of the Building Manager, Strata Committee or the Strata Committee's nominee, allow access to the lot for the purpose of inspecting the Works; and
- (l) reimburse the Owners Corporation's reasonable costs incurred in cleaning-up any debris, rubbish, building materials, or other objects resting on or over common property areas during construction within 21 days of receiving an invoice from the Owners Corporation , failing which the Owners Corporation can recover the costs of these works as a debt of the Owner.

Part 3.3: After Construction

3.3 Within 21 days after the Works have been completed the Owner must:

- (a) notify the Strata Committee that the Works have been completed;
- (b) continue to permit the Strata Committee access to the lot, upon reasonable notice for the purpose of inspecting the Works;
- (c) notify the Strata Committee that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (d) provide the Strata Committee with a copy of any certificate or certification required by an Authority to certify the Works; and
- (e) within 21 days of receiving an invoice from the Owners Corporation, reimburse the Owners Corporation's reasonable costs incurred in cleaning-up any debris, rubbish, building materials, or other objects resting on or over common property areas after construction failing which the Owners Corporation can recover the costs of these works as a debt of the Owner.

Part 3.4: Enduring Rights and Obligations

3.4 The Owner:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;

- (b) remains liable for any damage to lot or common property arising out of the Works;
- (c) must make good any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Clause 3.1(d) The requirement to obtain and provide insurance is the Owners. An Owner may submit appropriate contractors insurance to the Strata Committee but any shortfall or inadequacies in the contractors insurance or any further insurance required pursuant to this by-law must be obtained by the Owner.

Clause 3.3(b) "Reasonable notice" for inspection of Works in the 21 days following notification of completion, is 2 hours prior notice.

69. Special By-law – Goods left on common property and activities on common property

Resolved around 8 April 2015. Explanatory Note: *This by-law allows the Owners Corporation to deal with goods left on all areas of common property and to deal with any unclaimed goods left on common property whether by handing over to an authority or by disposal.*

This by-law also provides for the Owners Corporation to recover any costs of dealing with goods left on common property.

Clause 4.4 allows the Owners Corporation to regulate the movement of large objects through common property.

PART 1: DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) 'Administration Fee' means the reasonable charges incurred by the Owners Corporation in moving Goods left on common property.
- (b) 'Building Manager' means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) 'Cleaning Fee' means the reasonable charges incurred by the Owners Corporation in cleaning the Common Property areas.
- (d) 'Common Property' means the common property in strata plans 61139.
- (e) 'Disposal Costs' means the reasonable costs incurred by the Owners Corporation in disposing or dealing with Goods left on Common Property.
- (f) 'Goods' mean any item of personal property owned by or in possession of an Occupier or Owner.
- (g) 'Lot' means a lot in strata scheme 61139.
- (h) 'Owners Corporation' means the Owners Corporation created by the registration of strata plans registration no. 61139
- (i) 'Owner or Occupier' means the owner or occupier of a Lot from time to time.

- (j) Strata Committee means the strata committee of the Owners Corporation or its nominee being the Building Manager or the Strata Manager.
- (k) Strata Manager means the person or entity appointed under the *Strata Schemes Management Act 2015* to manage the business and maintain the records of the Owners Corporation.

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: RIGHTS AND OBLIGATIONS REGARDING GOODS LEFT ON COMMON PROPERTY

- 2.1 An Owner or Occupier must not leave Goods unattended on the Common Property of the Owners Corporation within the scheme, without the written consent of the Strata Committee.
- 2.2 If an Owner or Occupier leaves Goods on the Common Property which breaches the law, workplace health and safety requirements, fire safety requirements or this by-law, they consent to the Building Manager moving those Goods to another place on the Common Property or if Goods are unable to be reasonably relocated, they consent to the disposal of the goods at the discretion of the Strata Committee and the Owner or Occupier agrees to pay the Administration Fee within seven (7) days of a request for payment.
- 2.3 If an Owner or Occupier does not claim the Goods within 21 days from the date that the Goods were moved, the Owners Corporation may:
 - (a) hand over the Goods to the police as lost property, if the Strata Committee considers this necessary; or
 - (b) otherwise dispose of or deal with the Goods at the Strata Committee's discretion.
- 2.4 If the Building Manager moves Goods left on Common Property, the Building Manager will use reasonable endeavors to:
 - (a) locate the owner of the Goods;
 - (b) notify the owner of the Goods that the Goods have been moved; and
 - (c) notify the owner of the Goods that if left unclaimed, the Goods will be disposed of,
 - (d) where any such reasonable endeavors to locate and notify the owner of the Goods may be made by placing a notice on the scheme's notice board.

PART 3: CONDITIONS

- 3.1 The Owners Corporation is entitled to recover from an Owner or Occupier the Administration Fee, Cleaning Fee and Disposal Costs paid by the Owners Corporation.
- 3.2 The Owners Corporation may:

- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
- (b) include reference to the debt on notices under section 184 of the Strata Schemes Management Act 2015.

PART 4: PROHIBITED ACTIVITIES ON COMMON PROPERTY

- 4.1 An Owner or Occupier must use reasonable endeavors to avoid any water, sand, dirt, grit particles or the like coming onto the Common Property.
- 4.2 If an Owner or Occupier brings water, sand, dirt, grit particles or the like onto the Common Property they agree to reimburse the Owners Corporation the Cleaning Fee to remove the water, sand, dirt, grit particles or the like.
- 4.3 An Owner or Occupier must not transport any furniture or large object through or on the Common Property unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange to be present at the time when the Owner or Occupier does so.
- 4.4 An Owner or Occupier must follow the reasonable directions of the Strata Committee in relation to any approval to move items through the Common Property in accordance with clause 4.3 of this by-law including but not limited to the use of lift blankets and restrictions of the hours of the day or days of the week for the movement of any furniture or large object.

70. Special By-law – Hard Floors Residential Lots

Resolved around 1 June 2023. Explanatory Note: By-law 70 was amended and updated at the EGM of 01/06/2023.

PART 1: DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) “Act” means the Strata Schemes Management Act 2015 as amended from time to time;
- (b) “Acoustic Expert” means, in the opinion of the Strata Committee, an appropriately qualified acoustic consultant who is also a member of the Association of Australian Acoustic Consultants or equivalent organisation;
- (c) “Application” means a written application by an Owner to the Owners Corporation (via the Strata Committee) to undertake Works to a Lot, including the following details:
 - (i) the type of Non-Carpet Floor Coverings to be installed at the Lot as part of the Works, including the brand and quality;
 - (ii) the supplier, manufacturer, installer, make, model and specifications;
 - (iii) a plan detailing the proposed location of the Non-Carpet Floor Coverings;
 - (iv) Evidence from the Contractor that the minimum standard for the specified acoustic underlay is 40LnTw or less. The Strata Committee may vary this requirement if the installation is to be on level 2, not above any residential or commercial property and will not adversely affect neighbouring lots if installed correctly.

- (v) Evidence from the Contractor confirming that the installation and use of the Non - Carpet Floor Coverings will not interfere with the quiet and peaceful enjoyment of residents in the Building;
- (vi) Evidence from a structural engineer (reasonably acceptable to the Strata Committee) that the installation and use of the Non-Carpet Floor Coverings will not affect the structural integrity of the Building;
- (vii) details of the contractors engaged to carry out the Works, including confirmation that the contractors have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Owners Corporation;
- (viii) (if applicable) evidence that the installation of the underfloor heating system will be carried out by a Contractor qualified and experienced in the installation of underfloor heating systems;
- (ix) approvals from the relevant statutory/regulatory authority; and
- (x) any other document reasonably required by the Owners Corporation;
- (d) “Approval” means written approval from the Owners Corporation (via the Strata Committee) to the Owner for the Works, which may include a requirement to pay a Bond;
- (e) “Bond” means an amount to be determined by the Strata Committee from time to time;
- (f) “Building” means the building and improvements on the land located at 9-15 Central Avenue Manly NSW 2095;
- (g) “Commencement Date” means the date this by-law is registered by the Registrar-General;
- (h) “Common Property” means the common property in the Strata Plan;
- (i) “Contractor” means the contractor engaged by the Owner to carry out the Works;
- (j) “Costs” means all professional and trade costs, fees, and disbursements incurred as a result of, or associated with this by-law, the Works, and Remedial Works, including the costs of engaging an Acoustic Expert and obtaining a Noise Report;
- (k) “Direction” means a written direction from the Owners Corporation to an Owner requiring the:
 - (i) carrying out of Remedial Works; and/or
 - (ii) carrying out of any works set out in a Noise Report obtained with regard to a Lot;
- (l) “Evidence” means documentation in the form of a signed certificate, report or letter;
- (m) “Indemnify” means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:
 - (i) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - (ii) any sum payable by way of increased premiums; and
 - (iii) any costs or damages incurred by or for which the Owners Corporation is or becomes liable;

- (n) “Lot” means a lot in the Strata Plan;
- (o) “Noise Complaint” means a complaint made by an Owner to the Owners Corporation with regard to the level of noise emanating from a Lot as a result of the use of Non-Carpet Floor Coverings;
- (p) “Noise Report” means a report prepared by an Acoustic Expert noting, amongst other things, whether or not the Weighted Standardised Impact Sound Pressure Level (LnTw) for the noise transmitted as a result of the Non-Carpet Floor Coverings used at the Lot is not greater than 40 when carried out and calculated according to the requirements of the relevant Australian Standards. If the noise transmitted is greater than 40, the report should also include recommendations to remedy the level of noise transmitted, which may include removal of the Non-Carpet Floor Coverings;
- (q) ‘Non-Carpet Floor Covering’ means a floor covering on the floor boundary of a residential lot (other than a kitchen, laundry, lavatory or bathroom) and other than carpet, including, but not limited to, timber, parquetry, tiles, cork and marble on levels of Strata Plan 61139
- (r) “Notice” means a notice from the Owners Corporation to the Owner detailing Noise Complaints made with regard to their Lot and directing the Owner to engage the services of an Acoustic Expert to prepare a Noise Report;
- (s) “Owner” means the registered proprietor of a Lot from time to time;
- (t) “Owners Corporation” means The Owners- Strata Plan No. 61139;
- (u) “Remedial Works” means repair, maintenance, replacement and/or removal of items relating to the Works, and/or Common Property affected by the Works;
- (v) “Strata Committee” means the strata committee elected by the Owners Corporation from time to time;
- (w) “Strata Plan” means registered Strata Plan No. 61139;
- (x) “Works” means the installation of Non-Carpet Floor Coverings at a Lot other than in the kitchen, laundry, lavatory, or bathroom.

1.2 Where any terms used in this by-law are defined in the Act, they will have the same meaning those words are attributed under the Act.

1.3 “Include”, “including”, and similar expressions are not words of limitation.

1.4 The singular includes the plural and vice versa.

1.5 If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

PART 2: APPLICATION OF BY-LAW

This by-law applies to all Non-Carpet Floor Coverings, whether installed or laid before or after the Commencement Date.

PART 3: PROHIBITION

- 3.1 After the Commencement Date, 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 PART 5.

- 3.2 An Owner must not retain a Non-Carpet Floor Covering in the Owner's lot that was installed or laid before the Commencement Date unless the Owner complies with the conditions specified in PART 6.

PART 4: RIGHTS

Subject to the conditions in PART's 5 and 6, Owners are granted a special privilege to lay and maintain Non-Carpet Floor Coverings on the floor boundaries of their lots.

PART 5: CONDITIONS FOR NEW NON-CARPET FLOOR COVERINGS

After the Commencement Date, an Owner may install or lay a Non-Carpet Floor Covering in that Owner's lot on condition that the Owner:

- 5.1 Provide a written statement from the installation Contractor that the proposed installation will comply with the technical provisions contained in PART's 5, 6 and 9.
- 5.2 obtains the written permission of the Strata Committee before any work is carried out in connection with the Non-Carpet Floor Covering;
- 5.3 pays a Bond of an amount to be determined by the Strata Committee from time to time and agrees that all interest accruing on the bond is to the benefit of the Owner's Corporation; Works
- 5.4 when carrying out work in connection with the Non-Carpet Flooring Covering:
 - 5.4.1 protects all areas of the common property from damage;
 - 5.4.2 does not disturb the peaceful enjoyment of the owner or occupier of another lot;
 - 5.4.3 promptly removes all debris resulting from work;

Maintenance

- 5.5 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;

Cost

- 5.6 pays all costs of the installation, the maintenance of and the repair of the Non- Carpet Floor Covering: and
- 5.7 effects and continues to keep insurance cover for the Non Carpet Floor Covering.

PART 6: CONDITIONS FOR EXISTING NON-CARPET FLOOR COVERINGS

- 6.1 An Owner may retain a Non-Carpet Floor Covering in that Owner's lot that was installed before the Commencement Date on condition that the Owner:
 - 6.1.1 has fully complied with the requirements of this Special By-Law or
 - 6.1.2 had installed the Non-Carpet Floor Covering before the Commencement Date and had previously obtained the permission of the Owners Corporation to install the Non-Carpet Floor Covering and had complied with all conditions specified in that approval; or
 - 6.1.3 notifies the Strata Committee in writing that a Non-Carpet Floor Covering has been installed in the Owner's lot; and within 28 days after a receiving written notice from the Strata Committee requiring the Owner to do so, provides at the Owners expense a certified test report by a qualified engineer showing that the measured L'nT,w

when carried out and calculated according to the requirements of AS/NZS ISO 140.7:2006 and AS ISO 717.2–2004 is 40 or less;

Maintenance

- 6.2 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.

Cost

- 6.3 pays all costs of the installation of, maintenance of and repair of the Non-Carpet Floor Covering.
- 6.4 effects and continues to keep insurance cover for the Non Carpet Floor Covering.

PART 7: CONDITIONS APPLYING TO ALL WORKS

- 7.1 The Owner is responsible for and will bear all costs.
- 7.2 Where the Owners Corporation incurs Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
- 7.3 In the event Lots or Common Property are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying that damage.
- 7.4 Owners will Indemnify and will keep Indemnified the Owners Corporation.
- 7.5 Owners will not claim upon the Owners Corporation's insurance in respect of anything arising out of Works or Remedial Works.
- 7.6 Owners will not claim upon the Owners Corporation's insurance in respect of anything arising out of Works or Remedial Works.
- 7.7 Owners will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
- 7.8 Works and Remedial Works must be carried out and completed:
- 7.8.1 in a proper and workmanlike manner and by licensed and/or accredited contractors;
 - 7.8.2 with due skill and care and using materials suitable for the purpose for which they are used;
 - 7.8.3 in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
 - 7.8.4 in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to Lots in the strata scheme by other persons;
 - 7.8.5 in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust, dirt and complies with commencement and finishing times determined by the strata Committee or it's delegate;
 - 7.8.6 ensuring that the security of the Building is maintained throughout the performance of the Works, Replacement Works or Remedial Works;
 - 7.8.7 promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
 - 7.8.8 keeping all areas of the Building as clean and tidy as possible;

- 7.8.9 promptly repairing any damage to any part of the Building caused by the Works, and/or Remedial Works;
- 7.8.10 in compliance with all reasonable requirements of the Owners Corporation including any requirements relating to access and egress of tradespersons, building materials, tools and debris;
- 7.8.11 in a way that will protect all areas of the Building outside the Lot from any damage caused by the Works and/or Remedial Works, for example by the transportation of construction materials, equipment and debris; and
- 7.8.12 only in respect of the Works, during the installation of Non-Carpet Floor Coverings the Works must be inspected and confirmed in writing by the Building Manager that the Works (in particular the underlay) complies with the requirements of this by-law.

PART 8: NOTIFICATION AND APPROVAL PROCEDURE

- 8.1 After receiving a request under PART 5. or a notification in relation to a Lot, the Strata Committee must notify the owners of all adjoining lots (both horizontally and vertically) that it has received such a request or notification.
- 8.2 The Strata Committee must not grant an Owner permission to install or lay a Non-Carpet Floor Covering until at least 14 days after notifying the owners of adjoining lots in accordance with paragraph 8.1. (both horizontally and vertically) that it has received the Application.
- 8.3 Strata Committee must not grant an Owner Approval to carry out the Works until:
 - 8.3.1 at least 14 days have passed after notifying the Owners of adjoining Lots in accordance with clause 7.1 of this by-law; and
 - 8.3.2 the Owners Corporation has considered the reasonable objections, if any, of the Owners of adjoining Lots.

PART 9: NOISE COMPLAINTS

- 9.1 Noise Complaint having been received within 12 months from the date of the completed installation the Owner will provide to the Strata Committee at the Owner's expense within 28 days after having been advised of the complaint by the Strata Committee in respect of the installed Non-Carpet Flooring Covering and access has been granted by the complainant for the purposes of testing by the owner of the lot or lots adjoining both horizontally and vertically, a certified test report by an Acoustic Expert, approved by the Strata Committee, showing that the measured L'nT,w when carried out and calculated according to the requirements of AS/NZS ISO 140.7:2006 (which requires noise transmission readings to be taken in the lot below) and AS ISO 717.2–2004 is 40 or less;
- 9.2 The Owner will do all things and sign all necessary documents in order to enable the Acoustic Expert to carry out an inspection and any testing necessary.
- 9.3 The Owner is responsible for and will bear all Costs associated with engaging the Acoustic Expert and following the recommendations set out in the Noise Report in the event that the test determines non compliance with any of the technical requirements contained in PART 5
- 9.4 If within 14 days of the date of the Notice, the Owner does not engage an Acoustic Expert and provide the Owners Corporation with that person's details, the Owners Corporation may engage its own Acoustic Expert to undertake the inspection and Noise Report.
- 9.5 The complainant accepts responsibility for and will reimburse to the Owner the cost of the Acoustic Expert report in the event that the test report confirms compliance with all technical requirements contained in PART 5 and provide a Bond for this contingency.

PART 10: REFUND OF BOND

- 10.1 The Bond will be retained by the Owners until either 12 months after installation completion or in the event of a complaint until formal resolution of the complaint. Thereafter, the Strata Committee must refund the bond, less any costs the Owners Corporation has incurred as a result of non-compliance by the Owner with the conditions of this by-law.
- 10.2 If an Owner does not provide a report in accordance with paragraph 5.5 the Strata Committee may arrange for independent testing of the floor and any rectification required to be paid for out of the Bond. The Strata Committee must refund the Bond, less any costs it has incurred as a result of non-compliance by the Owner with the conditions of this by-law.

PART 11: REMEDY

- 11.1 If an Owner fails to comply with any obligation of this by-law, then in addition to its rights under PART 9 of this by-law, the Owners Corporation may:
- 11.1.1 enter any part of the building or buildings to carry out the necessary work to perform that Owner's obligation; and
 - 11.1.2 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 86 of the Act and which, if unpaid within 1 month of being due, will bear 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.

71. Special By-law — Use of pool courtyard

Resolved around 8 April 2015. Explanatory Note: *The common property pool courtyard recreational area is popular with lot owners and occupiers in the Pacific Waves Building (PWB)), SP61139. In the past lot owners and occupiers have invited onto this part of the common property large numbers of guests such that nearby lot owners and occupiers were disturbed by the noise and/or other lot owners and occupiers were excluded from using the pool courtyard area at the same time.*

Further, PWB is a secure building that does not therefore readily facilitate the ingress and egress from the PWB of large groups of visitors. Lot owners and occupiers are therefore limited to 6 guests or visitors each at any one time.

PART 1: DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) 'Authority' means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) 'Building Manager' means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) 'Lot' means a lot in strata plan 61139.
- (d) 'Owner or Occupier' means the owner or the occupier of a Lot from time to time.

- (e) 'Owners Corporation' means the owners corporation created by the registration of strata plans registration no. 61139
- (f) 'Pool Court Yard' means the common property on the eastern side of the PWB, level 2, strata plan no. 61139 including the pool, gym and recreational areas.
- (g) 'Strata Committee' means the strata committee of the Owners Corporation or its nominee being the Building Manager or the Strata Manager.
- (h) 'Strata Manager' means the person or entity appointed under the Strata Schemes Management Act 2015 to manage the business and maintain the records of the Owners Corporation.

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: RIGHTS AND OBLIGATIONS REGARDING USE OF THE POOL COURTYARD

2.1 The Owner or Occupier must:

- (a) only use the Pool Courtyard during the hours reasonably determined by the Strata Committee from time to time. Use of the Pool Courtyard may be restricted by the Strata Committee for example between the hours of 10pm and 5am.
- (b) remove any rubbish, debris, waste or the like following use of the pool courtyard to ensure that the Pool Courtyard is left in a clean and orderly state;
- (c) not have more than 6 people in addition to the Owner or Occupier on the pool courtyard at any one time;
- (d) not create any noise on the pool courtyard likely to interfere with the peaceful enjoyment of each Owner or Occupier of another lot or of any person lawfully using common property;
- (e) take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person while using the pool courtyard;
- (f) immediately report to the Strata Committee any damage or other maintenance issues in relation to the Pool Courtyard;
- (g) not restrict any other Owner or Occupier having access to the pool courtyard; and
- (h) be present on the Pool Courtyard with up to 6 people referred to in clause 2.1(c) above.

2.2 Notwithstanding clause 2.1(c) of this by-law, nothing in this by-law restricts or limits access to and use of the Pool Courtyard by any other Owner or Occupier.

72. Special By-law – Lot Heating

Resolved around 23 September 2020. Explanatory Note: *This by-law makes the costs to the Owners Corporation of common property gas utility charges as a result of inappropriate use of same recoverable from a lot owner or an occupier of a lot.*

PART 1: DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) 'Building Manager' means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (b) 'Common Property' means the common property in strata scheme 61139.
- (c) 'Common Property gas services' means gas outlet systems on the common property in strata scheme 61139.
- (d) 'Gas Outlet' means a gas outlet system installed within the boundary of any Lot.
- (e) 'Gas Usage Costs' means:
 - (i) the cost incurred by the Owners Corporation to supply gas to any Lot.
 - (ii) any additional Administration Fee associated with the charges referred to in clause 1.1(f)(i).
- (f) "Heating Levy" the additional levy charged to a Lot Owner's levy account who has at any time installed a functioning female gas bayonet socket fitting for heating purposes.
- (g) 'Lot' means a lot in strata plan 61139.
- (h) 'Owner or Occupier' means the owner or occupier of a Lot from time to time.
- (i) 'Owners Corporation' means the Owners Corporation created by the registration of strata plans registration no. 61139.
- (j) 'Strata Committee' means the Strata Committee of the Owners Corporation or its nominee the Building Manager or Strata Manager.
- (k) 'Strata Manager' means the person or entity appointed under the Strata Schemes Management Act 2015 to manage the business and maintain the records of the Owners Corporation.

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;
- (d) references to legislation includes references to amending and replacing legislation; and

- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2: CONDITIONS AND OBLIGATIONS

- 2.1 A Lot Owner may install at the Lot Owner's cost one gas meter to service one female gas bayonet socket fitting situated within the living room area of the Lot and use same for the sole purpose of attaching a gas heating device which is specifically designed to operate without an external flue mechanism.
- 2.2 The gas meter and female gas bayonet socket fitting must be installed by a fully licensed plumber/ gas fitter who is legally entitled to and fully authorized by all necessary authorities and entities to attend to the installation. The installation must be approved and project managed by the Building Manager.
- 2.3 A Heating Levy shall be created and charged against the Lot Owners levy account by way of deposits, which will be adjusted as to usage cost each December and be included in the levy notices due first of May and first of August each year. The final amount of the Heating Levy shall be determined annually by delegation to the Strata Committee. A Lot Owner who removes the installed female gas bayonet fitting can apply to have the Heating Levy cancelled on a pro rated calculation from the date of notification to and following a confirmation inspection by the Building Manager.
- 2.4 No female gas bayonet socket fitting can be installed or remain within a lot either internally or externally other than in compliance with clauses 2.1.1, 2.1.2, and 2.1.3. This clause will not apply to female gas socket fittings installed on balconies prior to the registration of the Strata Plan.
- 2.5 The Owners Corporation is entitled to recover from any Owner or Occupier any costs as a consequence of any breach of the terms of this by law.
- 2.6 Liability for costs will be determined at the absolute discretion of the Strata Committee based on fair and equitable principles.
- 2.7 An Owner or Occupier who contravenes the terms of this by-law otherwise indemnifies the Owners Corporation for any resulting loss.
- 2.8 The Owners Corporation may:
 - (a) demand payment from an Owner or Occupier for costs under this by-law including any enforcement costs and interest and recover this amount from the Owner or Occupier as a debt; and
 - (b) include reference to the debt on notices under section 184 of the Strata Schemes Management Act 2015.
- 2.9 An Owner or Occupier must not use any method of heating other than through use of electric power.
- 2.10 An Owner or Occupier must not tamper or attempt to interfere with common property gas services.
- 2.11 By-Law 33 (page 8) is hereby revoked, on registration of this by-law.

73. Special By-law – Use of Car Parking Spaces

Resolved around 8 April 2015. Explanatory Note: *The car parking spaces in the Strata Plan have become untidy and detracting from the overall appearance of that part of common property. It is deemed desirable to maintain the car parking spaces for vehicle use in addition to storage of other materials in an orderly and tidy manner at all times.*

1.1 In this by-law:

- (a) 'Building Manager' means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (b) 'Lot' means a lot in strata plan 61139.
- (c) 'Owner or Occupier' means the owner or occupier of a Lot from time to time.
- (d) 'Owners Corporation' means the Owners Corporation created by the registration of strata plans registration no. 61139.
- (e) 'Car Parking Spaces' means the parking spaces forming part of a Lot.
- (f) 'Strata Committee' means the Strata Committee of the Owners Corporation or its nominee being the Building Manager or Strata Manager.
- (g) 'Strata Manager' means the person or entity appointed under the Strata Schemes Management Act 2015 to manage the business and maintain the records of the Owners Corporation.

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: RIGHTS AND OBLIGATIONS REGARDING USE OF THE CAR PARKING SPACES

2.1 The Owner or Occupier must:

- (a) only use the car parking spaces to park, stand a motor or other vehicle and for approved storage;
- (b) remove any rubbish, debris, waste or the like and to ensure that the car parking spaces are left in a clean and orderly state;
- (c) keep all personal property of whatever kind inside storage containers, to be approved by the Owners Corporation;
- (d) present to the Owners Corporation a satisfactory description of any proposed storage containers;
- (e) maintain any storage containers in a proper condition at all times;

- (f) replace any storage containers upon reasonable request by the Owners Corporation;
- (g) take all reasonable steps to ensure that invitees of the Owner or Occupier comply with this by-law;
- (h) immediately report to the Strata Committee any damage or other maintenance issues in relation to the car parking spaces;
- (i) allow reasonable access to the car parking spaces by the Owners Corporation and its agents to reasonably ensure compliance with this by-law.

74. Special By-law – Right of Owners Corporation to Ensure Security and Safety (incl. Personal Health)

Resolved around 27 April 2016

1.1 For the purposes of this by-law:

- (a) “Act” means the Strata Schemes Management Act 2015 as amended from time to time;
- (b) “Building” means the building and improvements on the land located at 9-15 Central Avenue, Manly NSW 2095;
- (c) “Common Property” means the common property in the Strata Plan;
- (d) “Costs” means all professional and trade costs/fees/disbursements/expenses associated with any damage to property or injury to person sustained as a result of a breach of this by-law and includes Enforcement Costs;
- (e) “Enforcement Costs” means the costs associated with the investigation of a breach of, and enforcement of this by-law, including but not limited to the costs to the Owners Corporation in engaging professional services, including legal services;
- (f) “Indemnify” means the Owner indemnifying the Owners Corporation in respect of their breach, or their Occupiers’ breach, of this by-law, which includes but is not limited to the following:
 - (i) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - (ii) any sum payable by way of increased premiums; and
 - (iii) any costs or damages for which the Owners Corporation is or becomes liable;
- (g) “Lots” means a lot in the Strata Plan;
- (h) “Occupiers” means the legal occupiers of the Lots from time to time;
- (i) “Owners” means the registered proprietors of the Lots from time to time;
- (j) “Owners Corporation” means the owners corporation known as The Owners- Strata Plan No. 61139;
- (k) “Security Keys” means a key, magnetic card or other device or information used on the Common Property to:
 - (i) open and close the security gates, doors, gates or locks; or

- (ii) operate alarms, security systems or communication systems.
 - (l) “Strata Committee” means the strata committee appointed by the Owners Corporation from time to time;
 - (m) “Strata Plan” means Strata Plan No. 61139;
- 1.2 Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
- 1.3 If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
- 1.4 The Owners Corporation, via the Strata Committee, may take all reasonable steps to:
- (a) prevent intruders coming into the Building;
 - (b) ensure the security of the Building; and
 - (c) prevent fires, property damage and other hazards in the Building.
- 2 The Owners Corporation may do the following in the exercise its functions under the Act and under this by-law:
- 2.1 install and operate on the Common Property security cameras and other audio visual surveillance equipment;
 - 2.2 make agreements with third parties about the installation and operation of surveillance equipment;
 - 2.3 from time to time close off and/or restrict access to and/or restrict the use of the Common Property or parts of the Common Property that are not required for ingress or egress to a Lot or car parking space;
 - 2.4 from time to time close off and/or restrict access to and/or restrict the use of any facilities on the Common Property; and
 - 2.5 engage and permit security personnel to use part of the Common Property as a means of monitoring the security and safety of the Building.
- 3 Owners and Occupiers must:
- 3.1 not interfere with any security cameras, surveillance equipment and/or the performance of duties by the Owners Corporation’s security personnel;
 - 3.2 not do anything that may compromise the security and/or safety of the Building and other Owners and Occupiers; and
 - 3.3 take reasonable care to ensure that fire and security doors are closed or locked when they are not being used.
- 4 If the Strata Committee reasonably believes that a fire, safety or security hazard is created as a result of the actions or inactions of an Owner or Occupier, the Owners Corporation, via the Strata Committee or Strata Manager, may:
- 4.1 exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative

Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or

- 4.2 refuse to provide additional Security Keys to an Owner or Occupier; and/or
- 4.3 de-activate an Owner or Occupier's Security Keys to any common area.
- 5 An Owner or Occupier is responsible for and will bear all Costs.
- 6 Where the Owners Corporation has incurred Costs on behalf of an Owner or Occupier, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
- 7 In the event Lot(s) or Common Property is/are damaged as a result of the actions or inactions of an Owner or Occupier, the responsible Owner or Occupier will pay the costs of rectifying the damage and/or eliminating the fire or safety hazard.
- 8 Owners will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
- 9 Owners will Indemnify and will keep Indemnified the Owners Corporation.

75. Special By-law – Prohibition of Short Term Accommodation

Resolved around 31 August 2016

- 1. For the purpose of this by-law:
 - 1.1. "Act" means the *Strata Schemes Management 2015* (NSW) as amended from time to time;
 - 1.2. "Building" means the building and improvements on the land located at 9-15 Central Avenue, Manly NSW 2095;
 - 1.3. "Common Property" means the common property in the Strata Plan;
 - 1.4. "Costs" means all professional and trade costs/fees/disbursements incurred or associated with any damage caused as a result of the use of a Lot in breach of this by-law and includes Enforcement Costs;
 - 1.5. "Council" means Manly Council, its administrators, successors and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;
 - 1.6. "Development Approval" means the Council's approval of development application no. DA315/96 for the Building and in particular approval condition no. 103 which states the following:

"103. The residential component of the development must be for permanent resident accommodation only and not for the purpose of any hotel, motel, serviced apartments, tourist accommodation or the like. Any alteration in the approved permanent residential accommodation will require separate approval from Council".
 - 1.7. "Enforcement Costs" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation engaging professional services including legal services;

- 1.8. “Indemnify” means the Owner indemnifying the Owners Corporation in respect of their use of a Lot in breach of this by-law, which includes but is not limited to the following:
- (i) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - (ii) any sum payable by way of increased premiums; and
 - (iii) any costs or damages for which the Owners Corporation is or becomes liable;
- 1.9. “Lot” means a lot in the Strata Plan;
- 1.10. “Occupier” means the legal occupier of a Lot from time to time, including the occupier’s agent or employee;
- 1.11. “Owner” means the owner of a Lot from time to time, including the owner’s agent or employee;
- 1.12. “Owners Corporation” means the owners corporation known as The Owners – Strata Plan No. 61139;
- 1.13. “Residential Tenancy Agreement” means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot on a commercial basis for a period of 3 consecutive months or greater.
- 1.14. “Security Keys” means a key, magnetic card or other device or information used on the Common Property to:
- (i) open and close the security gates, doors, gates or locks; or
 - (ii) operate alarms, security systems or communication systems.
- 1.15. “Short-Term Accommodation” means the provision of temporary accommodation on a commercial basis for a period less than 3 months, including but not limited to:
- (i) Backpackers’ accommodation;
 - (ii) Bed and breakfast accommodation;
 - (iii) Hotel or motel accommodation;
 - (iv) Serviced apartments;
 - (v) Private hotel;
 - (vi) Boarding house;
 - (vii) Tourist or visitor accommodation; and
 - (viii) Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree or similar.
- 1.16. “Statutory Declaration” means a statutory declaration made by an Owner or Occupier in the form required by the Strata Committee having regard to the contents of this by-law;
- 1.17. “Strata Committee” means the strata committee elected by the Owners Corporation from time to time;

- 1.18. “Strata Manager” means Lamb and Walters Strata Management or any other strata managing agent engaged by the Owners Corporation from time to time;
- 1.19. “Strata Plan” means registered strata plan number 61139;
- 1.20. “The Plan” means the Manly Local Environmental Plan 2013 as amended from time to time, including any succeeding instrument.
2. Where terms in this by-law are not defined, they have the same meaning those words are attributed under the Act.
3. Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.
4. If the Strata Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owners Corporation, via the Strata Committee or Strata Manager, may:
 - 4.1. Request that the Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Strata Committee, which may include a Statutory Declaration; and/or
 - 4.2. Notify Council of the potential breach of The Plan and the Development Approval and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or
 - 4.3. Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or
 - 4.4. Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier’s compliance with this by-law; and/or
 - 4.5. Refuse to provide additional Security Keys to an Owner or Occupier; and/or
 - 4.6. De-activate an Owner or Occupier’s Security Keys.
5. The Owner or Occupier is responsible for and will bear all Costs.
6. The Owner or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner or Occupier’s breach of this by-law.
7. Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner’s lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
8. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.
9. The Owner Indemnifies and will keep Indemnified the Owners Corporation.

76. Special By-law – Minor Renovations

Resolved around August 2017

Rights

1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain the approved Minor Renovations.
2. The owners corporation delegates its power to approve Minor Renovations to the strata committee.
3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

Definitions

4. In this by-law, the following terms are defined to mean:
 - a. "Act" means the Strata Schemes Management Act 2015 (NSW);
 - b. "Building" means the building located at 9-15 Central Avenue, Manly NSW 2095
 - c. "Minor Renovations" includes work for the purposes of the following:
 - i. renovating a kitchen,
 - ii. changing recessed light fittings,
 - iii. installing or replacing wood or other hard floors,
 - iv. installing or replacing wiring or cabling or power or access points,
 - v. work involving reconfiguring walls,
 - vi. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - vii. installing a rainwater tank,
 - viii. installing a clothesline,
 - ix. installing a reverse cycle split system air conditioner,
 - x. installing double or triple glazed windows,
 - xi. installing a heat pump,
 - xii. installing ceiling insulation.

but does not include works set out in section 110(7) of the Act such as work involving structural changes, waterproofing, changes to the external appearance of a lot or requiring consent or other approval under any other statute, regulation or the like.

- d. "Owner" means an owner of a lot from time to time in the strata scheme;
5. 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.
6. Words importing:
 - a. the singular include the plural and vice versa; and
 - b. a gender includes any gender.

7. A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Prior to Conducting the Minor Renovations

8. An Owner must make an application to the owners corporation for its approval to conduct the Minor Renovations by giving written notice of their proposed works to the owners corporation with the notice to include:
- details of the work, including copies of any plans,
 - the expected duration and times of the works,
 - details of the persons carrying out the work including that person's qualifications to carry out the work, and
 - arrangements to manage any resulting rubbish or debris.
9. Prior to conducting the Minor Renovations, the Owner and/or the tradesperson appointed by the Owner to carry out the Works must effect, and provide the owners corporation with certificates of, the following insurances:
- contractor's all risk insurance (where applicable);
 - workers compensation insurance (where applicable);
 - home owners warranty Insurance (where applicable); and
 - public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

Performance of the Works

10. In carrying out or maintaining the Minor Renovations the Owner must:
- ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
 - transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the owners corporation;
 - keep all areas of the common property outside the lot clean and tidy;
 - only perform Minor Renovations at times approved by the owners corporation;
 - not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;

- g. immediately remove all debris or waste resulting from the Minor Renovations from the Building and the common property;
- h. not vary or replace the Minor Renovations, as agreed to by the strata committee, without the prior written approval of the strata committee; and
- i. ensure that the Minor Renovations do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the strata committee) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Minor Renovations

- 11. The Owner must properly maintain and keep the Minor Renovations and the common property to which they are attached in a state of good and serviceable repair.

Liability and Indemnity

- 12. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Minor Renovations and will make good that damage immediately after it has occurred.
- 13. The Owner indemnifies the owners corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Minor Renovations on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

- 14. The Minor Renovations shall remain the Owner's fixture.

Cost and Risk of the Works

- 15. The Minor Renovations (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

- 16. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:
 - a. carry out all work necessary to perform that obligation;
 - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
 - c. recover the costs of carrying out that work from the Owner.
- 17. The costs referred to in paragraph 16(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.

18. If the costs referred to in paragraph 16(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

77. Special By-law – Common Property Rights By-Law for Works by Owner of Lot 10 (Unit 206a)

Resolved on or around 30 August 2018

**PART A
DEFINITIONS AND INTERPRETATION**

1.1 In this by-law:

- (a) "Act" means the Strata Schemes Management Act 2015 (NSW).
- (b) "Building Manager" means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) "Council" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes an accredited certifier under the Environmental Planning and Assessment Act 1979 (NSW).
- (d) "Exclusive Use Area" means the common property areas reasonably required to retain the Works once complete.
- (e) "Insurance" means:
 - i. Contractors' all risks insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - ii. insurance under the Home Building Act 1989, if required by law; and
 - iii. workers' compensation insurance, if required by law.
- (f) "Lot" means lot 10 in Strata Plan No. 61139.
- (g) "Owner" means the owner of the Lot for the time being and that owner's successors in title.
- (h) "Owners Corporation" means the owners corporation created by the registration of strata plan no. 61139.
- (i) "Strata Scheme" means the strata scheme in respect of which this by-law applies.
- (j) "Works" means the replacement of the existing metal fence and metal gate located on the Lot's balcony with a new block wall, timber gate and timber fence to provide security and privacy to the Lot's balcony and having the following measurements and provided that the new block wall, timber gate and timber fence must be painted the same colour as the existing block wall:

- i. height of new block wall at 1800 cm;
- ii. existing gate space at 900 cm;
- iii. metal fence from existing gate to existing block wall (Right Hand Side) at 1020 cm;
- iv. metal fence from existing gate to garden bed (Left Hand Side) at 550 cm; and
- v. garden bed from timber fence at 800 cm.

1.2 In this by-law:

- (a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same;
- (b) words importing the singular number include the plural and vice versa;
- (c) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law;
- (e) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency;
- (f) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- (g) if at any time any provision of this by-law is or becomes illegal, invalid, unenforceable or void in any respect, that provision will be ignored, read down or severed so far as is possible in order to uphold the legality, validity and enforceability of the remaining provisions of this by-law.

PART B GRANT OF RIGHTS TO OWNER

2.1 Subject to compliance with the conditions referred to in Part C of this by-law, the Owner:

- (a) is authorised by the Owners Corporation pursuant to section 108 of the Act to add to, alter and erect new structures on the common property to carry out the Works;
- (b) is granted the special privilege to undertake and retain the Works; and 5
- (c) is granted exclusive use of the Exclusive Use Area for the purpose of installing the Works.

PART C BY-LAW CONDITIONS

Prior to commencement of the Works

3.1 Prior to commencement of the Works, the Owner must:

- (a) if Council consent is required, provide evidence to the Owners Corporation that the required consent from Council has been obtained;
- (b) cause Insurance to be effected and maintained;
- (c) obtain the Owners Corporation's written approval; and
- (d) provide their written consent to the making of this by-law pursuant to sections 108(5) and 143 of the Act.

During the conduct of the Works

3.2 In carrying out the Works, the Owner must:

- (a) cause Insurance to be effected and maintained for the duration of the Works;
- (b) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details, licence and any other information reasonably required to the strata committee before each of them commence their work;
- (c) where applicable, comply with any condition or requirement of Council;
- (d) ensure that the Works are carried out in a proper and workmanlike manner;
- (e) ensure that any contractors or agents are adequately supervised to ensure compliance with these conditions;
- (f) use reasonable endeavours to cause as little disruption as possible;
- (g) use best quality and appropriate materials;
- (h) ensure that the Works comply with the current Building Code of Australia and all pertinent Australian Standards;
- (i) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
- (j) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (k) ensure the Works and tradespersons carrying out the Works do not create any excessive noise within the Strata Scheme that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using the common property;
- (l) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris; 6
- (m) ensure that all debris from the installation of the Works is removed from the common property at the Owner's cost;
- (n) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris;

- (o) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must promptly rectify that interference or damage and at its own cost;
- (p) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (q) in the absence of any limitation imposed by Council, carry out the Works between the hours of 7:00am and 5:00pm, Monday to Friday and between 8:00am and 3:00pm on Saturday (or such other times reasonably approved by the Owners Corporation) and the Owner must not carry out the Works on Sunday or on days which fall on a public holiday;
- (r) make sure that percussion tools and noisy equipment including, but not limited to, jack hammers, rotary hammer drills and tile/concrete cutters are only used between 9:00am and 3:00pm, Monday to Friday and are not used on weekends or public holidays;
- (s) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (t) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary;
- (u) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works;
- (v) remove rubbish from the building arising as a result of the Works daily and dispose of the rubbish in a manner approved by the Owners Corporation and not, unless approved, in any of the rubbish bins for the building;
- (w) not use common property power or water; and
- (x) upon the reasonable request of the Building Manager, strata committee or strata committee's nominee, allow access to the Lot for the purpose of inspecting the Works.

After the Conduct of the Works

3.3 After the Works have been completed, the Owner must:

- (a) promptly notify the Owners Corporation that the Works have been completed; and
- (b) promptly notify the Owners Corporation that all damage, if any, to lots and common property caused by the Works and not permitted by this by-law have been rectified and, if required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lots or common property have been completed in accordance with the terms of this by-law.

Lot Owner's Enduring Obligations

3.4 The Owner:

- (a) is responsible for the cost of the Works;
- (b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

- (c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works and must also renew or replace the Works where necessary;
- (d) must promptly repair, renew or replace any damage to the common property, caused by their agents or contractors in the course of undertaking the Works and will bear all costs associated with same;
- (e) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works; and
- (f) must, if required by the Owners Corporation, make, or permit the Owners Corporation to make on the Owner's behalf, any insurance claim concerning or arising from the Works, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the Works or repair any damage to the building caused by the Works.

PART D OWNERS CORPORATION'S CONSENT

- 4.1 On written demand by the Owner, the Owners Corporation must provide its consent to the lodgement of and affix the Owners Corporation's common seal to any application for development approval in relation to the Works, to any complying development certificate in relation to the Works and to any construction certificate in relation to the Works as contemplated by the Environmental Planning and Assessment Act 1979.

PART E BREACH OF THIS BY-LAW

- 5.1 If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request that Owner to comply with the terms of it.
- 5.2 If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms of this by-law, the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Act, to enter upon the Lot, have the necessary work performed and recover the cost of such from the Owner, or any subsequent owner of the Lot.
- 5.3 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%.
- 5.4 The 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.

78. Special By-law – Insurance Excess

Resolved on or around 10 September 2019

In the event that the Owner's Corporation's insurance policy includes coverage for loss and or damage to individual Lot owners fixtures and fittings, Lot owners shall be responsible for making the claim on the Insurer and shall be responsible for the policy excess and shall pay same at the direction of the Insurer.

There remains no obligations for the Owners Corporation to effect such insurance.

79. Special By-law – Renovation Works at Lot 42 (Unit 235)

Resolved on or around 10 September 2019

1. For the purposes of this by-law:
 - 1.1. “Act” means the *Strata Schemes Management Act 2015* as amended and/or replaced from time to time;
 - 1.2. “Authority” means any government, semi-government, statutory, public, private, or any other authority having any jurisdiction over the Lots or the Building, including the local council;
 - 1.3. “Building” means the building and improvements on the land located at 9-15 Central Avenue, Manly NSW 2095;
 - 1.4. “Common Property” means the common property in Strata Plan 61139;
 - 1.5. “Costs” means all professional and trade costs, fees, and disbursements incurred as a result of, or associated with, this by-law, the Works and Remedial Works, and any damage caused as a result of the Works and/or Remedial Works;
 - 1.6. “Direction” means a written direction from the Owners Corporation to the Owner relating to the Works and/or Remedial Works;
 - 1.7. “Future Owner” means the registered proprietor of the Lot from time to time, succeeding the Owner;
 - 1.8. “Indemnify” means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:
 - 1.8.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.8.2. any sum payable by way of increased premiums; and
 - 1.8.3. any costs or damages for which the Owners Corporation is or becomes liable;
 - 1.9. “Lot” means lot 42 in the Strata Plan;
 - 1.10. “Owner” means the registered proprietor of the Lot as at the date this by-law is registered, and with respect to clauses 6 to 15 inclusive includes the Future Owner;
 - 1.11. “Owners Corporation” means the owners corporation known as The Owners- Strata Plan No 61139;
 - 1.12. “Remedial Works” means the repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;
 - 1.13. “Strata Plan” means registered Strata Plan No 61139;
 - 1.14. “Works” means the renovation works to be carried out at the Lot in accordance with:
 - (a) the plans prepared by Drafting Help and dated 2 October 2018, **attached to this by-law and marked with the letter ‘A’** (7 pages); and
 - (b) the scope of work itemised by McCormick Carpentry Pty Ltd dated 19 June 2018, **attached to this by-laws list, see Annexure A.**

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.
4. Subject to the provisions of this by-law, the Owners Corporation grants the Owner the right to carry out the Works.
5. To the extent the Works involve additions to or alterations of the Common Property, the Works are approved for the purpose of section 108 of the Act.
6. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
7. The Works and Remedial Works must be carried out and completed:
 - 7.1. in a proper and workmanlike manner by licensed and/or accredited contractors using proper materials;
 - 7.2. with due skill and care;
 - 7.3. in compliance with the National Construction Code and any other Australian Standards as applicable;
 - 7.4. in compliance with all necessary approvals from any Authority;
 - 7.5. in keeping with the appearance of the Building in its style, colour, materials, and overall design;
 - 7.6. so as to not unreasonably interfere with the enjoyment of Common Property or access to lots in the Strata Plan by other persons;
 - 7.7. in a way which minimises disturbance to other persons including but not limited to minimising vibration, noise, dust, and dirt;
 - 7.8. while ensuring that the security of the Building is maintained throughout the performance of the Works and/or Remedial Works;
 - 7.9. while promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
 - 7.10. while keeping all areas of the Building as clean and tidy as possible;
 - 7.11. while promptly repairing any damage to the Building caused by the Works and/or Remedial Works;
 - 7.12. in a way that does not interfere with the structural integrity of the Building; and
 - 7.13. in compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris.
8. The Owner is responsible for and will bear all Costs.
9. In the event lots or Common Property are damaged because of the Works or Remedial Works, the Owner is responsible for and will pay the Costs of rectifying the damage.
10. Where the Owners Corporation has incurred Costs on behalf of the Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

11. The Owners Corporation reserves the right to issue a Direction to the Owner to remove, repair, or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.
12. If the Owner fails to comply with a Direction within 3 months of the date of the Direction, the Owners Corporation may:
 - 12.1. enter any part of the Lot;
 - 12.2. carry out all work necessary to comply with the Direction; and
 - 12.3. recover from the Owner any Costs relating to the carrying out of the work, including charging them to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
13. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
14. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or Remedial Works.
15. The Owner will Indemnify and will keep Indemnified the Owners Corporation.

80. Special By-law – Pets Bylaw

Resolved around 12 January 2021. Explanation: *This bylaw has been developed to meet the needs of residents/occupiers who wish to accommodate pets within their lots and the responsibility of the Owners Corporation to ensure that the enjoyment of amenity, the safety and health (including avoiding exposure to allergies) of all residents including disabled persons and children of all ages continues uninterrupted at all times.*

- 1.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015 (NSW)* (“**ACT**”) as amended from time to time an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep or bring an animal (except for a small caged bird or fish kept in a secure aquarium) onto their lot or the common property. The Owners Corporation shall not unreasonably withhold its approval for keeping an animal on a lot or traversing common property and will provide the owner or occupier with written reasons for any refusal to grant approval.

One animal is permitted to reside within any one lot, having first been approved and registered by the Building Manager. Applications for additional animals will be reviewed by the Strata Committee on a case by case basis.

- 1.2 All owners or occupiers wishing to keep or bring an animal onto their lot must before-hand complete an application form and receive approval from the Building Manager. Annually commencing 1st May 2022 all animal owners shall declare in writing that the information supplied supporting the original application remains unaltered other than to age. Material change(s) shall cause a reassessment of the approval and registration of the animal.
- 1.3 A resident or occupier who is not the owner of the lot in which they reside must, as part of an application, provide written consent from their lot owner to have the animal in the owner's lot and notify the Building Manager if at any time that consent is withdrawn, in which case the animal must be removed.
- 1.4 No animal or pets shall be allowed on the premises including common areas unless they have first been approved and registered with the Building Manager.

- 1.5 All dogs, cats and other animal species requiring any type of government agency approval must be registered with the appropriate government agency, fitted with a microchip where possible and evidence of compliance and microchip number supplied with the application form.
- 1.6 All animals brought onto the common areas must be easily identified by microchip insertion or a name tag affixed to an attached collar.
- 1.7 Residents/occupiers or lot owners shall not allow any person to bring any animal or pet onto the premises that has not been approved and registered by the Building Manager. (For the protection and safety of residents and invitees including disabled people and children).
- 1.8 Animals and pets are permitted to use common areas for the purpose of transiting only and shall not be allowed to exercise, play, urinate or defecate on common property.
- 1.9 The animal owner must take such action as necessary to ensure that the animal does not urinate or defecate on common property or any other lot. In the event that the animal does urinate or defecate on common property or any lot, the owner must take action to promptly clean all areas of the lot and common property that are soiled by the animal, including by making use of, where applicable, a soiling bag, which must properly and hygienically disposed of in the common property garbage receptacles secured in a sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape or which might attract vermin or other pests. Failure to comply will see the provisions of General Restrictions 3.6 apply.

2 Specific Restrictions:

- 2.1 Following are specific approval requirements which will apply to various types of animal or pet categories:
 - 2.1.1 Dogs, other than any dog which falls within any recognised list (as determined by the current Strata Committee) of dangerous dog breeds, are permitted.
 - 2.1.2 Registered companion animals are permitted and shall be subject to the requirements of the *Companion Animal Act 1998 (NSW)* as amended from time to time, the terms of which shall take preference to any restrictions contained in this bylaw.
 - 2.1.3 An owner or occupier of a lot who keeps an assistance animal on the lot must, on request by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in *section 9 of the Disability Discrimination Act 1992 of the Commonwealth*.
 - 2.1.4 The following restrictions shall apply to ensure that the elements addressed in “*Explanation*” preamble are maintained to ensure the continued enjoyment of the premises apply to all residents as a community.
- 2.2 **Dogs:**
 - 2.2.1 Are not permitted on common property unless properly leashed and under the direct control of a person of 18 years or older.
 - 2.2.2 Are permitted in lifts, unless another occupant of the lift requests that the dog be removed,
 - 2.2.3 Are permitted in lifts if carried by the registered owner or authorised person, or, alternatively standing if fitted with a controlling leash and in addition an appropriate muzzle. If it is standing and has no appropriate muzzle fitted the owner must wait to travel in a lift alone.

- 2.2.4 Cannot be left unattended on balconies, terraces or courtyards and it is the owner's responsibility to ensure that the dog does not bark anywhere in the resident's lot so as to generate a complaint from other residents.

2.3 Cats:

- 2.3.1 Must be contained within the resident's lot at all times other than for transporting across common property and must not be allowed to climb onto another resident's balcony, terrace or courtyard.

2.4 Birds:

- 2.4.1 Shall not be allowed on balconies if the animal attracts wild birds to any balcony, terrace or courtyard in the premises.

2.5 Rabbits/Guinea Pigs/ Reptiles:

- 2.5.1 Must be contained within the lot.

3 General Restrictions:

- 3.1 Any hutch, tank or housing stored on a balcony must not be visible from outside the lot and must be kept clean and tidy so as not to create a nuisance to neighbours or attract vermin.
- 3.2 No animal waste can be disposed of using toilets within a lot or common areas.
- 3.3 No animal is permitted to enter the pool area or gym area.
- 3.4 All animals must be managed by and be under the control of the registered owner or authorised person whilst on common property.
- 3.5 Any animal which causes an adverse medical allergic reaction to any resident must be permanently removed from the premises unless the source of the allergic reaction is completely eliminated.
- 3.6 Any area of common property which has been fouled or dirtied by any animal shall be professionally cleaned and the cost thereof shall be borne by the animal's registered owner, lot owner or occupier.

4 Indemnity:

- 4.1 The owner of a lot in respect of which the owner or occupier has been permitted to keep, or bring, an animal, including an assistance animal, is liable for:
 - 4.1.1 Any damage caused by the animal to any part of the common property or the property of any other lot owner, occupier or invitee;
 - 4.1.2 Any injury caused by the animal to any other lot owner, occupier or invitee whilst on a lot or common property;
 - 4.1.3 The cost of cleaning their animal's faeces or other animal waste from the common property, or the property of any other lot owner, occupier or invitee;

5 Compliance with rules:

- 5.1 In the event of a complaint being made against the lot owner the Strata Committee shall ask the registered owner of the animal for a written response to the complaint. If the Strata Committee determines that the complaint is sustained then upon written request the registered owners shall have 7 days to provide a written animal or pet management proposal for consideration by the Strata Committee. In the event that the Strata Committee refuses to accept the management proposal as being satisfactory the animal or pet must be permanently removed within 7 days of the Strata Committee providing written advice to the lot owner and/or registered pet owner.
- 5.2 In the event that the complaint relates to a health or safety risk to residents the Strata Committee by email vote may determine that the animal or pet shall be removed within 7 days and stay removed pending a proper investigation in accordance with 5.1 above.

81. Special By-Law – Authorisation of Building Works in Lot 106 (unit 608)

Resolved around 11 October 2021

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 106 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Works to the bathrooms (main bathroom and ensuite) in the Lot including:
- i. removal of existing wall tiles, floor tiles, waterproofing, and fixtures and fittings including shower, shower screen, bathtub (in ensuite only), toilet, vanity, basin, tapware and mixers;
 - ii. re-sheet both bathrooms with Villaboard;
 - iii. screed level floors with sand and cement;
 - iv. installation of new wall tiles (to ceiling height), floor tiles, waterproofing, underfloor heating, architraves (where required), and fixtures and fittings including shower (including inset wall niche for shower), shower screen, bathtub (in ensuite only), toilet, vanity, basin, tapware, mixers, mirrored shaving cabinet and heated towel rails;
 - v. installation of new door between main bathroom and laundry and replacement of laundry sink and tapware;
 - vi. installation of LED strip in the ceiling, including all associated wiring and electrical works;
 - vii. connection to existing water, waste and electrical services, including preparation and connection of plumbing for bath mixer and spout x1 (ensuite only), bath x1 (ensuite only), a back to wall toilet x 2 (ensuite and main bathroom), shower head, hand held shower and mixer x2 (ensuite and main bathroom), a basin mixer and spout x 2 (ensuite and main bathroom), a single vanity x2 (ensuite and main bathroom).
- (b) Works to the kitchen in the Lot including:
- i. removal of all existing cabinets, cupboards and appliances, stone top and splashback;
 - ii. installation of new cabinets and appliances, stone top and splashback; and
 - iii. connection to existing water, waste and electrical services for ice making fridge, oven, microwave and gas cooktop.

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the Strata Schemes Management Act 2015, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works; and
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the Home Building Act 1989; and
 - iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

82. Special By-Law – Authorisation of Building Works in Lot 37 (Unit 230)

Resolved around 26 April 2022

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot 37 (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Mezzanine extension works including:

- (i) Extension of the mezzanine floor on the second floor of the Lot (being the third floor of the building) over the void area by 137 centimetres;
 - (ii) Removal of existing dwarf wall overlooking the void area and installation of full-length floor to ceiling internal timber and gyprock walls to create a new enclosed study area within the space of the existing bedroom on the second floor of the Lot;
 - (iii) Installation of three cavity sliding doors (two between the bedroom and the new study and one between the new study and the hallway), one swing door (between the hallway and bedroom), yellow tongue flooring and new skirting boards in study area and hallway;
 - (iv) Creation of two window openings within the new internal walls (including installation of two windows);
 - (v) Electrical works, including the installation of six power points, 8 downlights, a ceiling fan and the replacement of the existing electrical power points and light switches with new fascias;
- (a) Kitchen renovation including:
 - (i) Removal and replacement of existing benchtops, splashback, wall tiles and doors;
 - (ii) Connection to existing water, waste and electrical services;
 - (b) Removal of the existing carpets on the first and second floors of the Lot (being the second and third floors of the building) and installation of engineered timber flooring (including the installation of an “Angel 8 underlay”) on the first floor of the Lot and the installation of new carpet on the second floor of the Lot.

substantially as depicted in the drawings annexed to and forming part of this by-law at Annexure B (“**Plans**”).

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with clause 1 and the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian Standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the description in Clause 1 and the Plans and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

83. Special By-Law – Authorisation of Building Works in Lot 89 (Unit 501)

Resolved on or around April 2022

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot 89 (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (c) Works to the ensuite bathroom including:
 - (i) Removal of the existing floor tiles, wall tiles, cement screed, waterproofing, and fixtures and fittings including toilet, bathtub, shower, shower screen, vanity, sink, and tap ware (and mixers for taps if required);
 - (ii) Relocation of existing shower taps to allow for installation of mixer tap and 2 in 1 shower;
 - (iii) Relocation of existing bath taps and spout for new free-standing bath;
 - (iv) Cut out wall framework to allow for installation of semi recessed shaving cabinet and shower/bath niche;
 - (v) Reline bathroom with new villa-board/ wet check;
 - (vi) Cement screeding of floors, and rendering of walls (if required), in preparation of new floor tiles and wall tiles;
 - (vii) Installation of new 50mm cornice, floor tiles, wall tiles, waterproofing, and fixtures and fittings including but not limited to toilet, free standing bathtub, shower, shower screen, shaving cabinet, vanity, sink, and tap ware (and mixers for taps if required);
 - (viii) Removal of existing and installation of new light switches and power points in existing positions;
 - (ix) Removal of existing halogen lights and installation of new LED lights;

- (x) Connection to existing water, waste and electrical services;
- (d) Works to the main bathroom/laundry including:
 - (i) Removal of the existing floor tiles, wall tiles, cement screed, waterproofing, and fixtures and fittings including toilet, shower, shower screen, vanity, sink, and tap ware (and mixers for taps if required);
 - (ii) Installation of new mixer tap in shower and installation of new pipework for 2 in 1 shower rose;
 - (iii) Cut out wall framework to allow for installation of semi recessed shaving cabinet and shower niche;
 - (iv) Reline bathroom with new villa-board/ wet check;
 - (v) Cement screeding of floors, and rendering of walls (if required), in preparation of new floor tiles and wall tiles;
 - (vi) Installation of new floor tiles, wall tiles, waterproofing, and fixtures and fittings including but not limited to toilet, shower, shower screen, shaving cabinet, vanity, sink, and tap ware (and mixers for taps if required);
 - (vii) Removal of existing and installation of new light switches and power points;
 - (viii) Removal of existing halogen lights and installation of new LED lights;
 - (ix) Connection to existing water, waste and electrical services.

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.4 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (d) any required approval of Council for the performance of the Works; and
- (e) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation.

3.5 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.6 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

84. Special By-Law – Interim Electric Vehicle Plug – In Hybrid Vehicles Facilities and Electric Bicycles, Electric Scooters and the like

Registered on or around May 2023

This by-law has been developed to facilitate electric vehicle (**EV**) and Plug-In Hybrid Electric Vehicles (**PHEV**) in owner's car space lots in the short term, pending the development of permanent EV and EV PHEV charging facilities available to the majority of owners with car space allocations. This arrangement will apply to a maximum of 20 participants on a first in basis given current infrastructure restrictions.

1. Owners (maximum of 20) may request an EV and PHEV charging power connection to their on title allocated car space lot. The Owners Corporation through delegated authority to the Strata Committee shall decide if the requested connection is feasible.

2. If feasible, the Owners are granted special privilege to install a connection and a license to use common property immediately affected by their connection on the conditions of this by-law

3. CONDITIONS

- a) Notwithstanding any other condition in this by-law, the special privileges and licenses granted by this by-law are not effective until the relevant lot owner executes an approved consent form and delivers it to the Owners Corporation
- b) Before installing a connection, the relevant lot owner must:
 - a) Submit a scope of works to the Strata Committee
 - b) Obtain the Strata Committee's approval to the scope of works, such approval being given;
 - i) in its discretion acting reasonably
 - ii) with or without requiring modification to the scope of works, and
 - iii) subject to additional conditions ,including payment of any connection Fees or usage fee

4 The Strata Committee through the Building Manager shall provide written approval to proceed with the installation, always subject to supervision of the Building Manager.

5. EV and PHEV charging shall be permitted between the hours of 8.00pm and 5.00am each day or any lesser time as determined by the Strata Committee from time to time.

6. The available power output allocated to car space lots may be varied by the Strata Committee from time to time on an equitable basis to ensure safety and availability to all users.

7. Capital costs incurred by the Owners Corporation will be reimbursed by the benefitting lot owner before the connection is permitted to be activated.

a). such capital costs will include but not limited to being a share of the capital works installed by the Owners Corporation for this facility. The Owners Corporation may change this contribution amount from time to time at its sole discretion

b). within the lot a timer/ power regulator approved by the Strata Committee and the Building Management Committee shall be installed at the lot owner's expense.

c) An Owners Corporation approved charging device shall be installed and connected to the common property electrical infrastructure at the lot owner's expense

d) An Owners Corporation approved F class wall mounted fire extinguisher suitable for EV and /or PHEV battery fires shall be purchased then installed and be professionally maintained at the lot owners expense. The placement of such equipment shall be approved by the Strata Committee.

e) Owners Corporation approved fire warning signage shall be purchased and installed at the lot owners expense. The placement of such signage shall be approved by the Strata Committee.

8. The Strata Committee shall determine the amount to charge for using the common electricity supply and service and administration costs associated with this connection. The actual cost of electricity used shall be reimbursed to the Building Management Committee.

a) The lot owner's meter shall be read quarterly, and an invoice shall be prepared and dispatched by email to the lot owner by the strata manager who will in addition charge a processing fee. Such amount shall be added to the lot owner's levy account for payment.

9. The Strata Committee may make rules regarding the installation of EV and PHEV charging facilities in the car park and on common property that are consistent with the by-laws for the strata plan, any applicable Act or Regulation and insurance requirements or recommendations that may be in force from time to time.

10. The owner of the lot will be responsible for any extra premium or increased policy excess payable by the Owners Corporation that may be levied by an insurer in respect of charging any type of electric vehicles, including unregistered bicycles, scooters and the like in the car park or on common property.

11. At all times the relevant lot owner:

a) must, at the owner's expense, properly maintain and keep the connection in a state of good and serviceable repair and replace the connection or any part of it as the Strata Committee may reasonably require from time to time

b) is liable for any damage caused to the common property or any lot as a result of the exercise of the rights under this by-law and/or the installation, maintenance and repair of the connection, and make good that damage as soon as reasonably practical after it has occurred.

c) must indemnify the Owners Corporation against any loss of or damage the Owners Corporation or the relevant lot owner reasonably suffers (including legal costs) as a result of the installation, maintenance or repair of the connection and activities associated with them and pay those expenses to the Owners Corporation on demand, and

d) comply with any special conditions specified in the EV connection register'

12. The Strata Committee reserves the right to withdraw consent, should the practice of charging EV and/or PHEV vehicles in the carpark or on common property compromise the ability of the Owners Corporation to obtain insurance coverage including terms which the majority of lot owners would consider unreasonable for the property or for any other statutory requirement.

13. If an owner fails to comply with any obligation under this by-law, including any conditions imposed by the Owners Corporation or to make any payment require, the Owners Corporation may:

- a) disconnect the relevant EV charging device from the EV charging Infrastructure
- b) carry out all work necessary to perform the owner's obligation under this by-law
- c) upon reasonable written notice enter onto any part of the owner's lot to carry out that work
- d) recover the cost of carrying out that work from the relevant owner as a contribution recoverable under section 86(2A) of the Strata Schemes Management Act 2015, and
- e) include reference to that debt on levy notices and any other levy report or information.

14 The Strata Committee reserves the right to withdraw consent, should the practice of charging EV and/or PHEV vehicles in the car park or on common property compromise the ability of the Owners Corporation to obtain insurance coverage including terms which the majority of lot owners would consider unreasonable for the property or for any other statutory requirement.

15. Should any of the conditions of approval be breached, the Strata Committee reserves the right to request the installation be removed at the lot owners expense
16. This arrangement is temporary in nature and may be cancelled in favor of a more readily accessible arrangement available to the majority of owners with car spaces at the sole discretion of the owners corporation. If cancelled, all lot own participants shall remove all the associated infrastructure at their expense and reinstate affected common property as determined by the Strata Committee.

ANNEXURE A

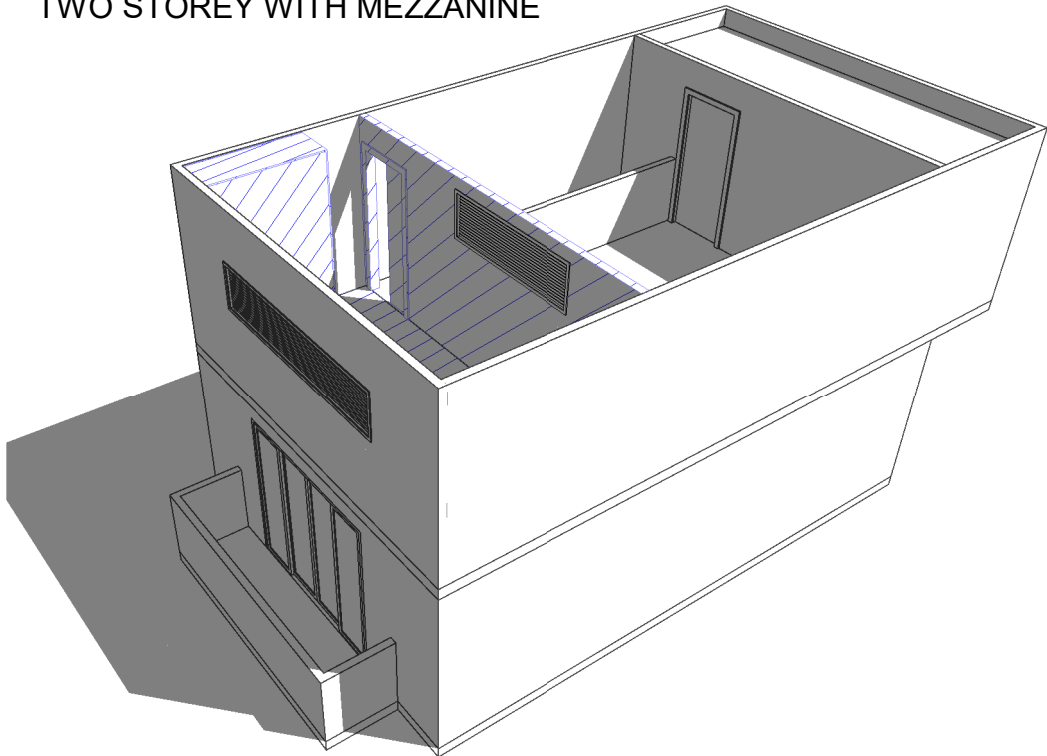
PROJECT: NEW STORE ROOM INSIDE UNIT.

LOCATION: 235/9-15 CENTRAL AVENUE, MANLY.
PACIFIC WAVES BUILDING

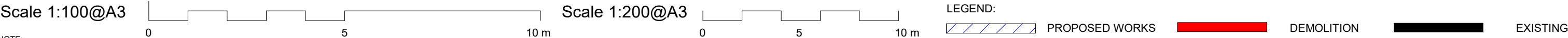
S.P 61139 Lot: 42.



UNIT 235
TWO STOREY WITH MEZZANINE



1 3D View 1



NOTE: THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED TO OUR CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYEES OF DRAFTING HELP ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND SURVEYORS. ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS. IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS DRAFTING HELP WILL BE HELD HARMLESS. DRAFTINGHELP ASSUMES NO LIABILITY FOR CHANGES AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.



DRAFTING HELP
ARCHITECTURAL DRAFTING & DESIGN SERVICES

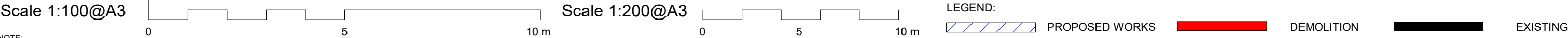
Building Desing, Drafting and Documentation

No.	Description	Date

235/9-15 CENTRAL
AVE MANLY

New Store Room

INTRO		
Council:	NBC	A100
Date	02.10.2018	
Drawn by	T.Woods	
SP: 61139	LOT: 42	Scale



NOTE: THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED TO OUR CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYEES OF DRAFTING HELP ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND SURVEYORS. ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS. IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS DRAFTING HELP WILL BE HELD HARMLESS. DRAFTINGHELP ASSUMES NO LIABILITY FOR CHANGES AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.



DRAFTING HELP
ARCHITECTURAL DRAFTING & DESIGN SERVICES

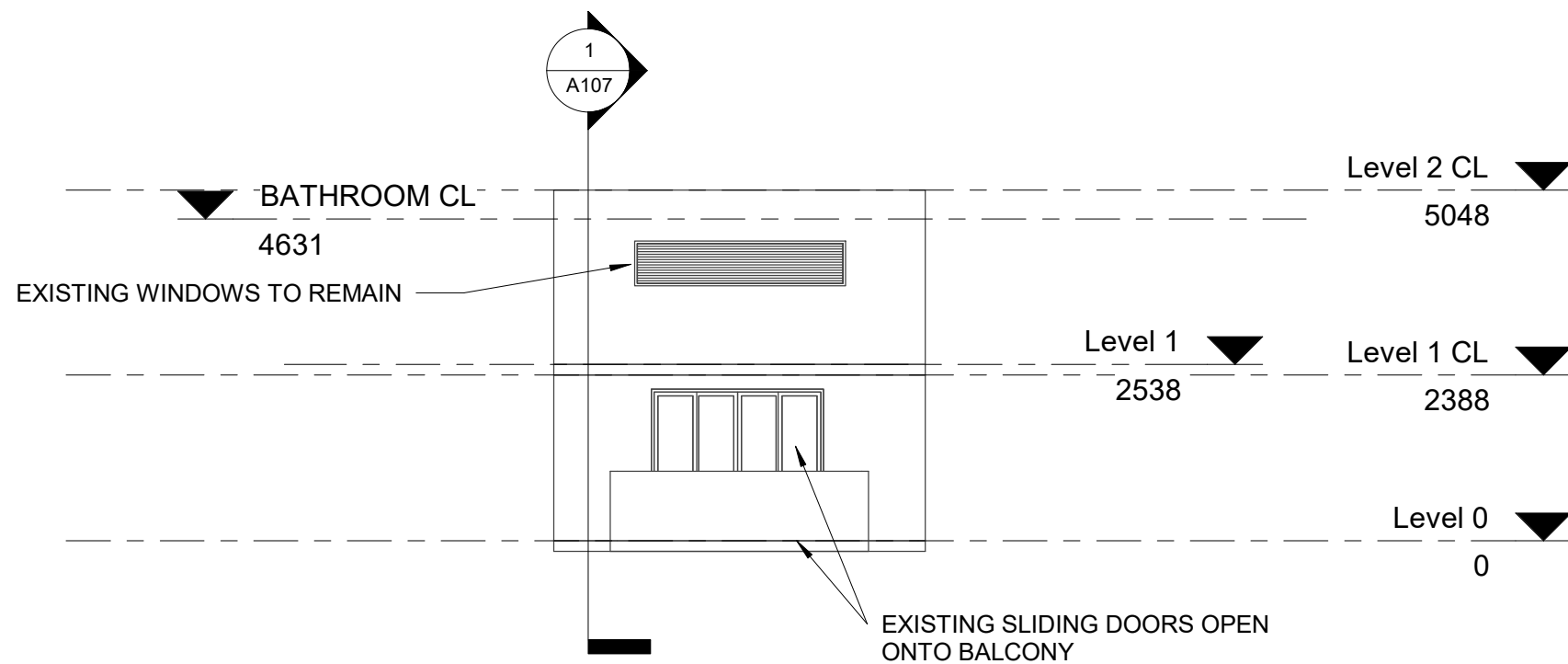
Building Desing, Drafting and Documentation

No.	Description	Date

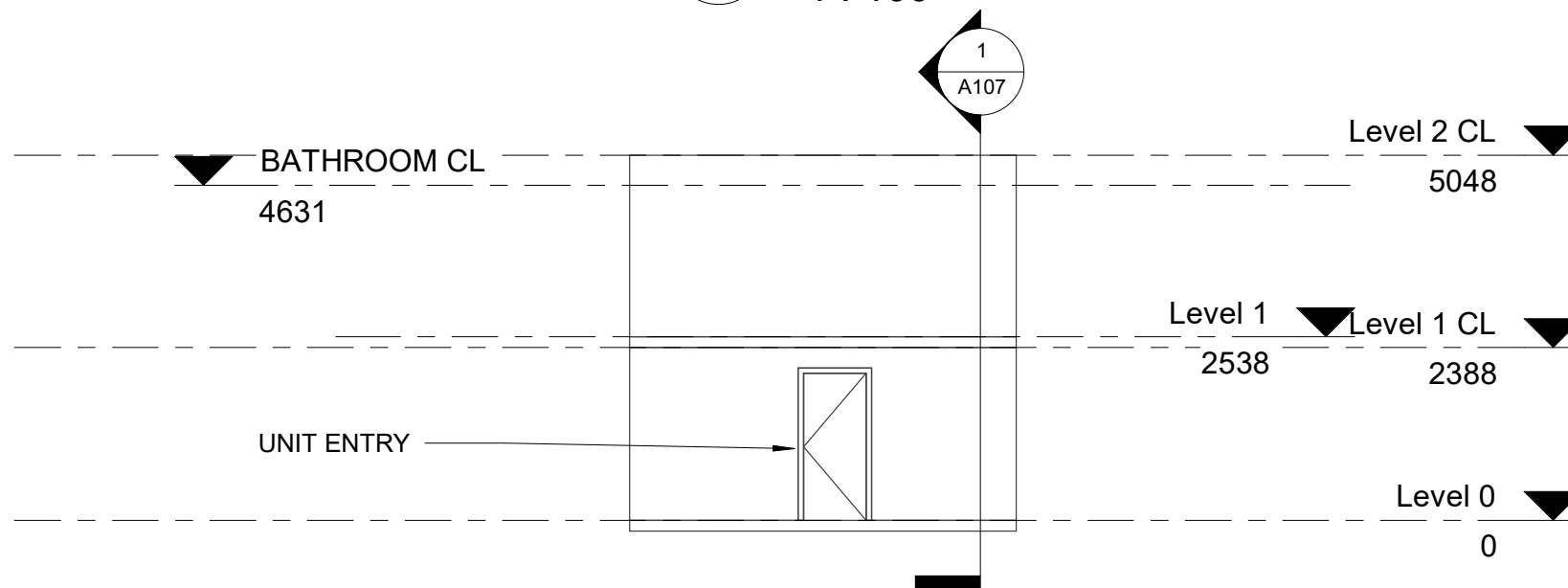
235/9-15 CENTRAL AVE MANLY

New Store Room

LOCATION		
Council:	NBC	A102
Date	02.10.2018	
Drawn by	T.Woods	
SP: 61139	LOT: 42	Scale

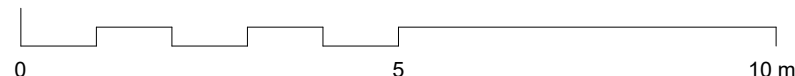


1
East Elevation
1 : 100



2
West Elevation
1 : 100

Scale 1:100@A3



Scale 1:200@A3



LEGEND:



PROPOSED WORKS



DEMOLITION



EXISTING

NOTE:

THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED TO OUR CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYEES OF DRAFTING HELP ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND SURVEYORS. ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS. IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS DRAFTING HELP WILL BE HELD HARMLESS. DRAFTINGHELP ASSUMES NO LIABILITY FOR CHANGES AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.



Building Desing, Drafting and Documentation

No.	Description	Date

235/9-15 CENTRAL
AVE MANLY

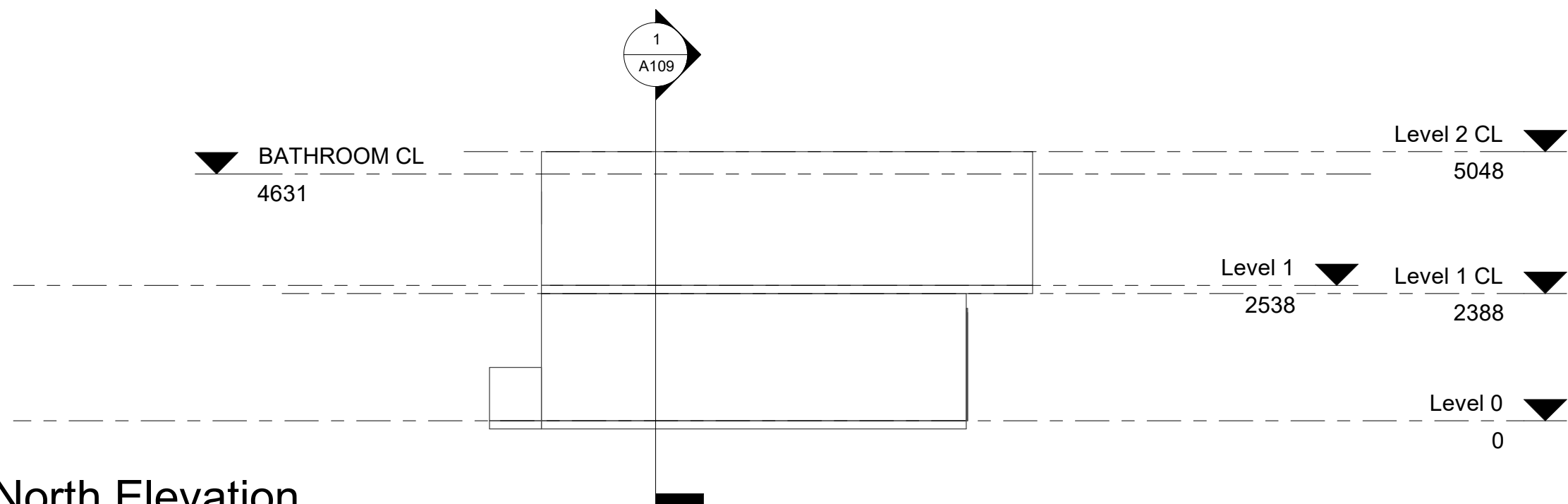
New Store Room

ELEVATIONS

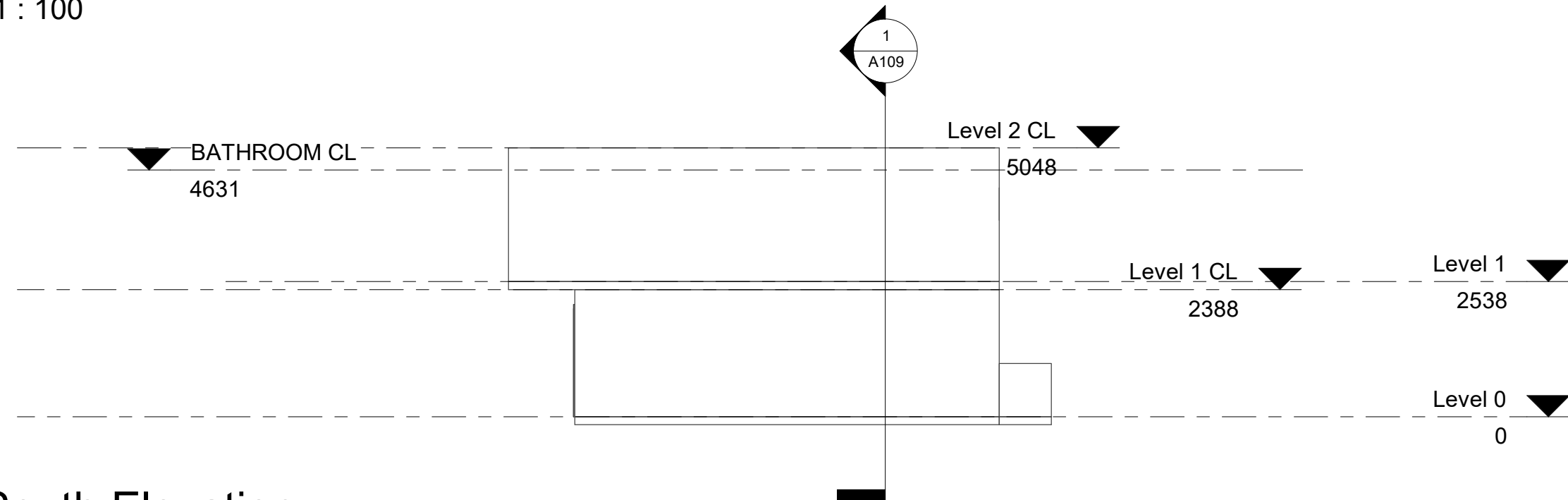
Council: NBC
Date: 02.10.2018
Drawn by: T.Woods
SP: 61139 LOT: 42

A105

Scale 1 : 100



1 North Elevation
1 : 100



2 South Elevation
1 : 100

Scale 1:100@A3

Scale 1:200@A3

LEGEND:

PROPOSED WORKS

DEMOLITION

EXISTING

NOTE:
THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED TO OUR CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYEES OF DRAFTING HELP ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND SURVEYORS. ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS. IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS DRAFTING HELP WILL BE HELD HARMLESS. DRAFTINGHELP ASSUMES NO LIABILITY FOR CHANGES AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.



DRAFTING HELP
ARCHITECTURAL DRAFTING & DESIGN SERVICES

Building Desing, Drafting and Documentation

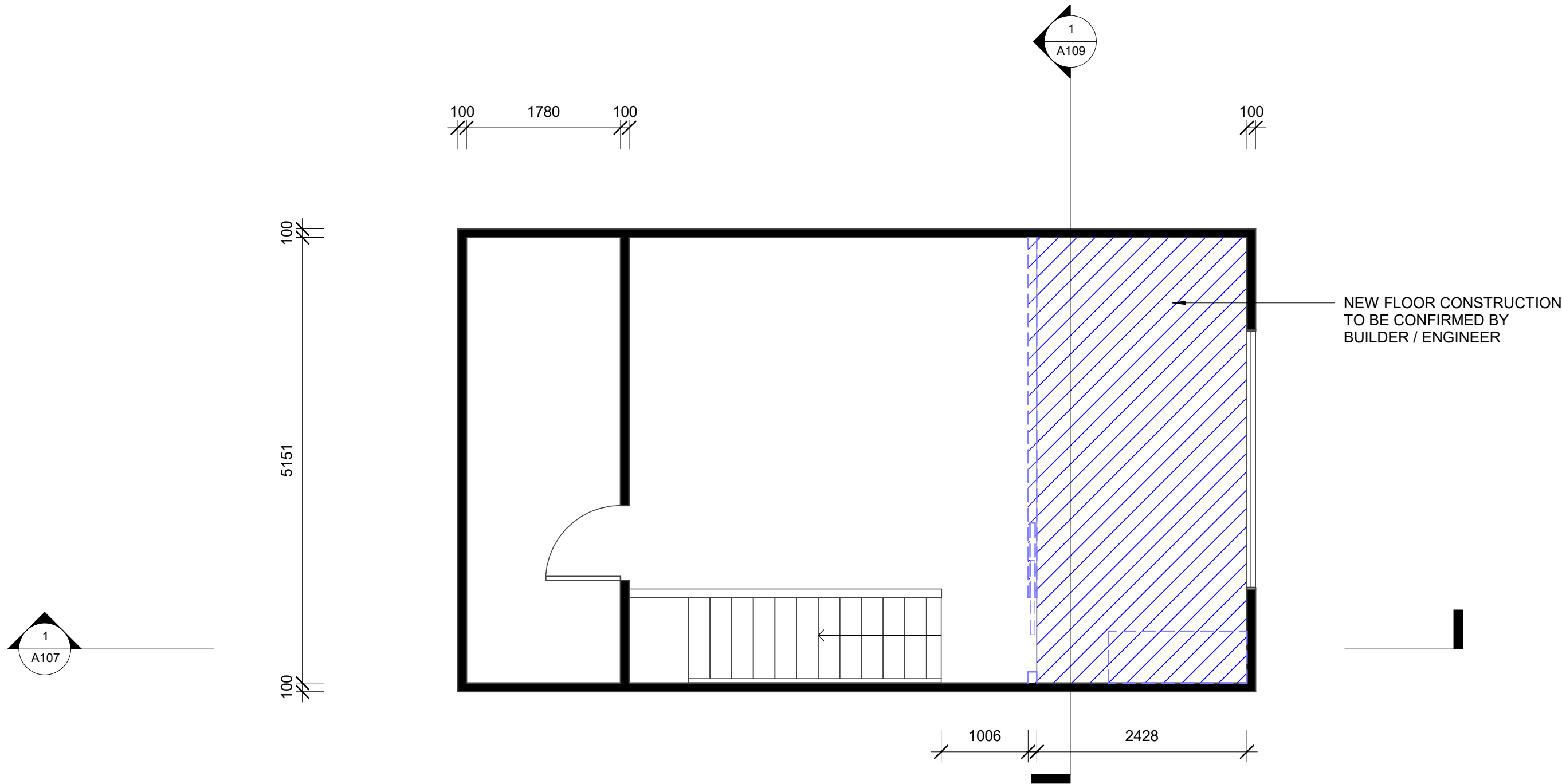
No.	Description	Date

235/9-15 CENTRAL AVE MANLY

New Store Room

ELEVATIONS

Council:	NBC	A106
Date	02.10.2018	
Drawn by	T.Woods	
SP: 61139	LOT: 42	
Scale		1 : 100



NEW CONSTRUCTION

1 : 50

Scale 1:100@A3 0 5 10 m Scale 1:200@A3 0 5 10 m

LEGEND:  PROPOSED WORKS  DEMOLITION  EXISTING

NOTE: THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED TO OUR CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYEES OF DRAFTING HELP ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND SURVEYORS. ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS. IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS DRAFTING HELP WILL BE HELD HARMLESS. DRAFTINGHELP ASSUMES NO LIABILITY FOR CHANGES AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.



Building Desing, Drafting and Documentation

No.	Description	Date

235/9-15 CENTRAL
AVE MANLY

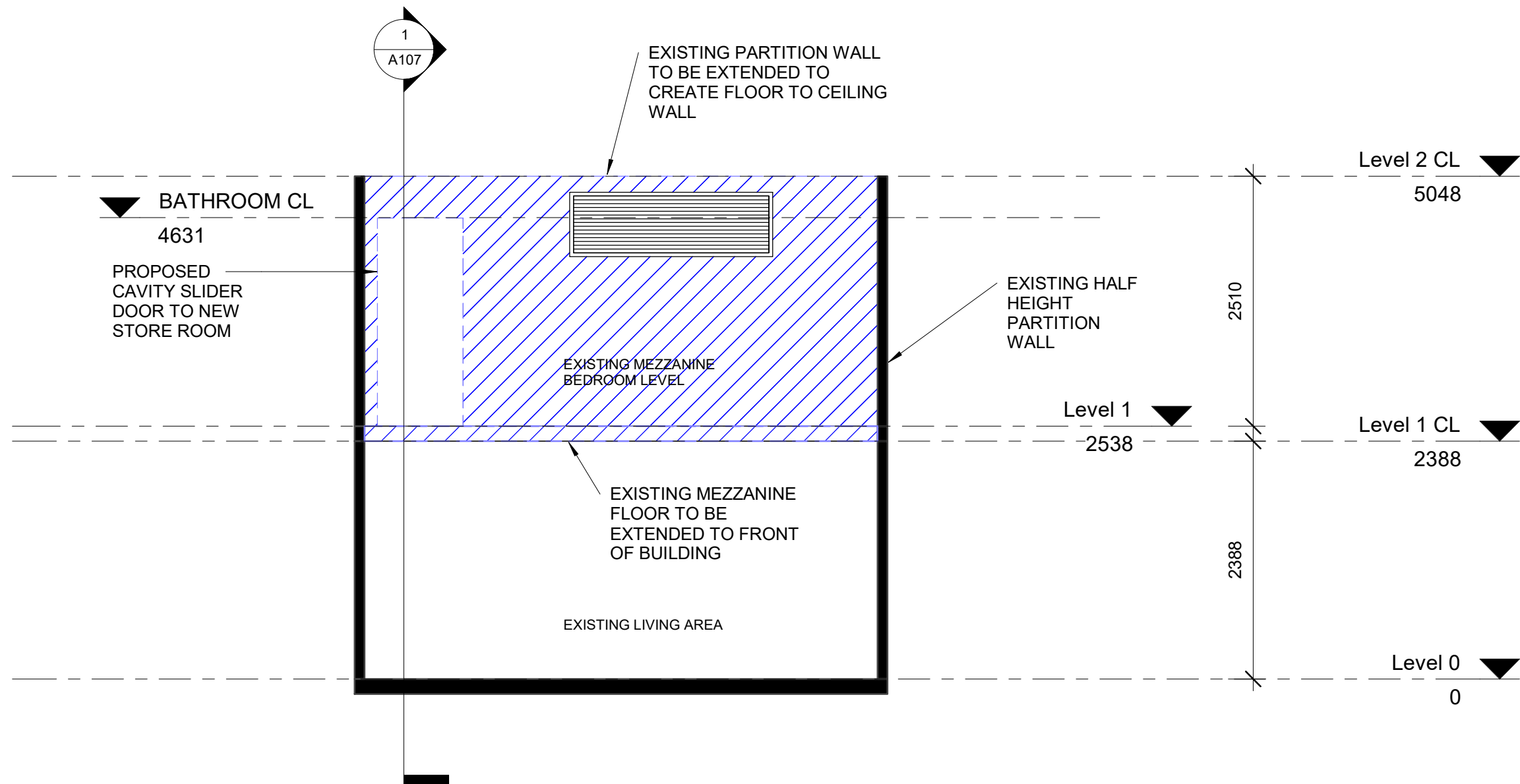
New Store Room

NEW CONSTRUCTION

Council: NBC
Date 02.10.2018
Drawn by T.Woods
SP: 61139 LOT: 42

A108

Scale 1 : 50



1 Section 2 - New Works

1 : 50

Scale 1:100@A3



Scale 1:200@A3



LEGEND:

PROPOSED WORKS DEMOLITION EXISTING

NOTE: THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED TO OUR CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYEES OF DRAFTING HELP ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND SURVEYORS. ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS. IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS DRAFTING HELP WILL BE HELD HARMLESS. DRAFTINGHELP ASSUMES NO LIABILITY FOR CHANGES AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.



Building Desing, Drafting and Documentation

No.	Description	Date

235/9-15 CENTRAL
AVE MANLY
New Store Room

SECTION 2

Council: NBC
Date 02.10.2018
Drawn by T.Woods
SP: 61139 LOT: 42

A109

Scale 1 : 50

Drafting Help Terms and Conditions

In these terms and conditions (Terms), Drafting Help means Drafting Help ACN: 621 017 007 and You means the person listed in the Quote (being the quote to which this document is attached) as the client of Drafting Help (and Your has a similar meaning).

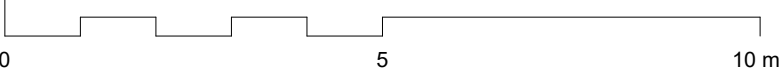
You agree to, and will be bound by, these Terms upon the earlier of: Your written or oral confirmation to Drafting Help to commence the Services (being the services specifically set out in the Quote, subject to any exclusions or assumptions in the Quote); and You making any payment to Drafting Help in connection with the Services. You agree that you have been given the opportunity to read and understand these Terms.

1. You have engaged Drafting Help to perform the Services and agree to pay Drafting Help the Fee (being the fee set out in, or calculated in accordance with, the Quote and these Terms) in accordance with these Terms. If, at any time, You seek to end or cancel these Terms prior to the completion of the Services, without limiting Drafting Help's rights, Drafting Help may suspend the performance of the Services, and You must pay Drafting Help the balance of the Fee, immediately.
2. Subject to these Terms, Drafting Help will perform the Services with due care and skill.
3. You will pay the Fee in the manner, and at the times, set out in the Quote. If You do not comply with this paragraph, Drafting Help may immediately suspend the performance of the Services until such time as You have complied with this paragraph.
4. You will pay a default interest rate on any overdue payments at the rate of 18% per annum (calculated and compounding daily). This paragraph 4 survives termination of these Terms.
5. You will provide Drafting Help with all assistance, documentation, information and instructions requested by Drafting Help to enable Drafting Help to perform the Services (Input). If You do not comply with this paragraph, Drafting Help may itself carry out those activities at Your cost (calculated in accordance with the rates and prices set out in the Quote).
6. Drafting Help will not be held responsible for any error, defect, omission, fault, inconsistency, discrepancy or ambiguity in or between the designs or documents prepared by or on behalf of Drafting Help in (or incidental to) the performance of the Services (Deliverables), to the extent caused by Your failure to comply with, or any input provided by or on behalf of You for the purpose of, paragraph 5. This paragraph 6 survives termination of these Terms.
7. If Drafting Help is asked to, or is required to perform:
 - a. services or activities which are different, or in addition, to the Services, You will pay Drafting Help for those services and activities; and
 - b. the Services in an order or sequence, or within a period of time, which is different to what Drafting Help had originally planned to perform those Services, You will pay Drafting Help the additional costs it suffers or incurs as a result of complying with the revised order, sequence or timing,In accordance with the rates and prices set out in the Quote (or, where those rates or prices are not applicable, in accordance with reasonable rates and prices determined by Drafting Help).
8. You acknowledge and agree that the Fee is subject to change (and may be increased) where any fee, contribution, charge or third party cost increases (or a new fee, contribution, charge or third party cost is introduced) after the date Drafting Help issued the Quote.
9. Despite anything to the contrary (to the maximum extent permitted by law):
 - a. Drafting Help excludes all terms implied by statute, in fact, at law or on any other basis;
 - b. You acknowledge and agree that Drafting Help and its employees and consultants are not registered architects, engineers or surveyors;
 - c. You acknowledge and agree that the Services are performed solely for Your benefit, and that no third party will be permitted to use or rely upon the Deliverables, and Drafting Help will not be liable or responsible for any use, reliance or adaptation of the Deliverables;
 - d. You acknowledge and agree that the Services and the Deliverables are subject to inherent limitations having regard to the nature and the scope of the Services, and the circumstances in which they have been commissioned and are to be delivered (and, specifically, the Deliverables are not, and are not intended to be, plans or drawings for construction and should not be used or

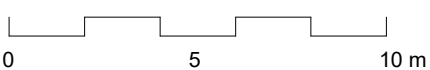
relied upon for this purpose);

- e. You acknowledge and agree that Drafting Help is not liable or responsible for any work or services carried out or performed by any third party, including in relation to any survey, report, plan or drawing which Drafting Help relied upon, used, adopted or modified (directly or indirectly) in the performance of the Services;
 - f. Drafting Help is entitled to include limitation and disclaimer wording in all of the Deliverables to the foregoing effect;
 - g. In no event will Drafting Help be liable or responsible for any claim (or cost, expense, liability, loss or damage) caused or contributed to by any act or omission of You or any third party;
 - h. In no event will Drafting Help be liable or responsible for economic loss, loss of contract or goodwill, loss of profit or revenue, loss of business opportunity, loss of use, loss of reputation, loss of data, loss of production or production stoppage, financing or holding costs, increased expenses of operation or any indirect or consequential loss; and
 - i. Drafting Help's total liability arising out of or in connection with the Quote, these Terms, the Services and the Deliverables will not exceed the Fee (in aggregate),
- and these limitations and exclusions will apply whether the claim is based on breach of contract, tort (including negligence), under any warranty, under any indemnity, under statute, in equity or otherwise. This paragraph 9 survives termination of these Terms.
10. Drafting Help will retain ownership in all intellectual property rights (including moral rights and copyright) in or arising from the Services and the Deliverables, and You (and any of Your contractors or consultants) must not do anything which may infringe any of those intellectual property rights or the intellectual property rights of third parties (and, if any infringement does arise, You will indemnify Drafting Help for any loss or liability it suffers or incurs as a result). This paragraph 10 survives termination of these Terms.
 11. If:
 - a. You are in breach of these Terms, and You fail to rectify the breach within 14 days after being notified by Drafting Help; or
 - b. the Services are not completed by [insert date] as a result or consequence of (directly or indirectly) any event or circumstance which is beyond Drafting Help's reasonable control,Drafting Help may (without limiting its rights at law) terminate these Terms and You will be obliged to pay the balance of the Fee to Drafting Help immediately. This paragraph 11 survives termination of these Terms.
 12. If You have any issue or concern in relation to the Services or Deliverables, You must raise those issues or concerns to Drafting Help in writing within 7 days of first becoming aware of the issue or concern. If You do not comply with this paragraph, to the maximum extent permitted by law, You will have no claim against Drafting Help (and You release and discharge Drafting Help from any such claim). This paragraph 12 survives termination of these Terms.
 13. No provision of these Terms will be construed adversely to Drafting Help because Drafting Help was responsible for the preparation of these Terms.
 14. The Quote and these Terms constitute the entire agreement between Drafting Help and You in connection with the Services and the Deliverables, and prevail over and supersede all other communications or documentation entered into or exchanged between the parties.
 15. These Terms are governed by the law in New South Wales, and each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales.

Scale 1:100@A3



Scale 1:200@A3



LEGEND:

 PROPOSED WORKS  DEMOLITION  EXISTING

NOTE: THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED TO OUR CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYEES OF DRAFTING HELP ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND SURVEYORS. ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS. IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS DRAFTING HELP WILL BE HELD HARMLESS. DRAFTINGHELP ASSUMES NO LIABILITY FOR CHANGES AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.



Building Desing, Drafting and Documentation

No.	Description	Date

235/9-15 CENTRAL
AVE MANLY

New Store Room

TERMS

Council:	NBC
Date	02.10.2018
Drawn by	T.Woods
SP: 61139	LOT: 42

A110
Scale

ANNEXURE B

DA APPLICATION

230/9-15 Central Ave. Manly 2095
34 / - / SP61139

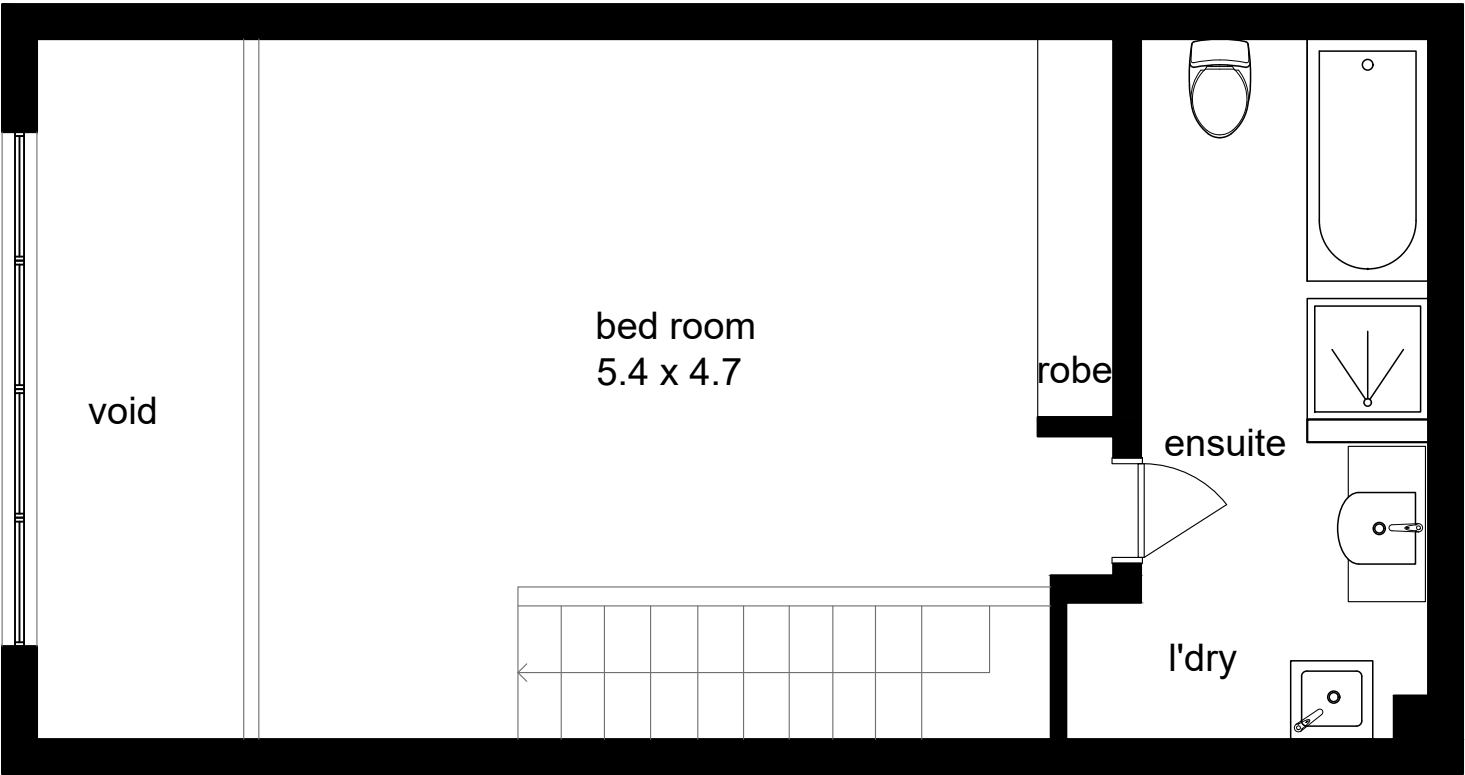
DRAWING SCHEDULE

Drawing number	Drawing Title	Scale
1.00	Abbreviations, Building Data, Drawing Schedule	N/A
1.01	Existing Floor Plans	1.50
1.02	Proposed Floor Plan	1.50
1.03	Elevations	1.100
1.04	Sections	1.100

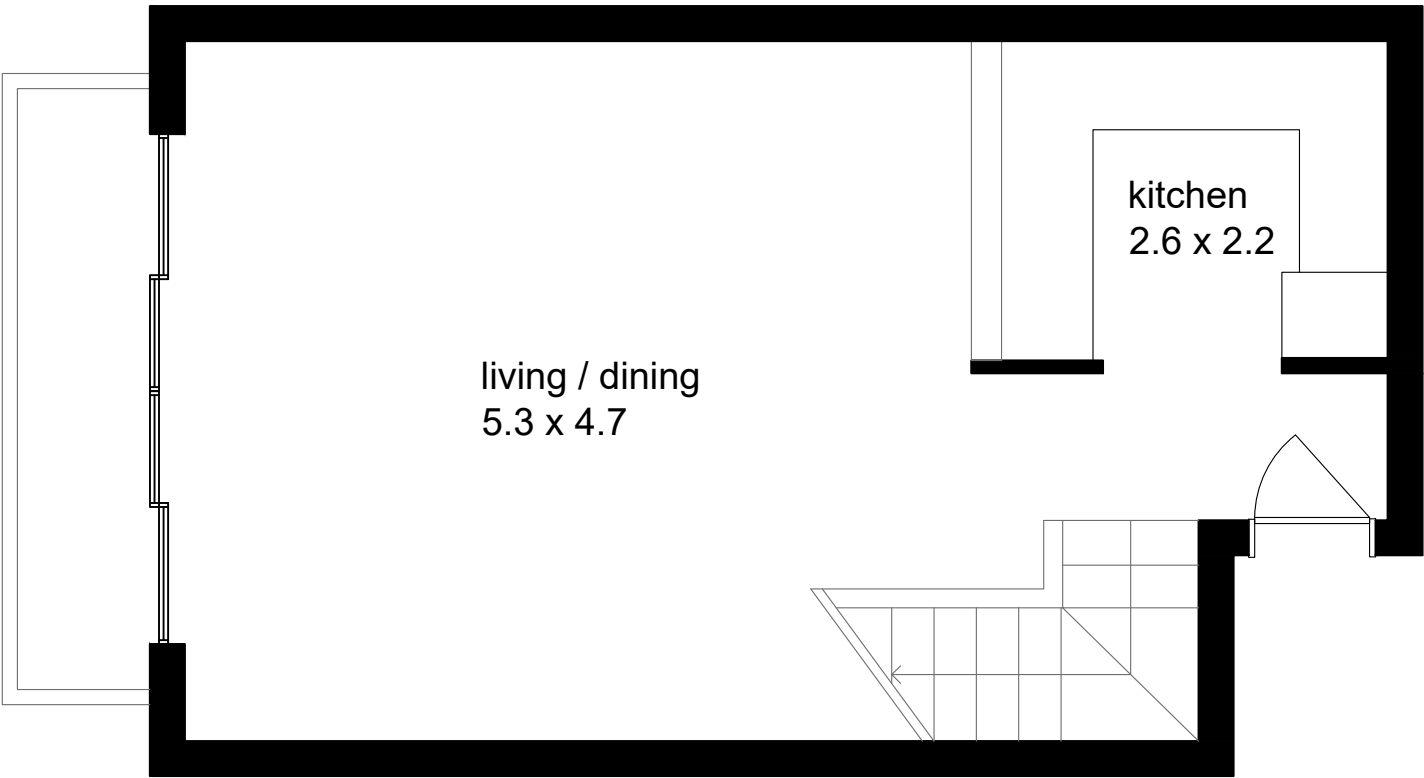


DA APPLICATION

230/9-15 Central Ave. Manly 2095
34 / - / SP61139



Level 1 - Floor Plan
1:50



Level 0 - Floor Plan
1:50

GENERAL NOTES: DO NOT SCALE FROM DRAWINGS. LARGER SCALE DRAWINGS AND WRITTEN DIMENSIONS TAKE PREFERENCE. ALL DIMENSIONS SHOULD BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORK. ALL DISCREPANCIES SHOULD BE CHECKED ON SITE. ALL DRAWINGS ARE TO BE SUBMITTED TO CONSENT AUTHORITIES TO ENSURE ALL WORK COMPLIES WITH AUSTRALIAN STANDARDS, THE BUILDING CODE OF AUSTRALIA AND THE REQUIREMENTS OF ALL RELEVANT AUTHORITIES SUCH AS SERVICE PROVIDERS (SYDNEY WATER, ENERGY AU.S.) INCLUDING LOCAL COUNCIL. ALL WORK TO COMPLY WITH BASIC CERTIFICATE. ALL WORK SHOULD FOLLOW STRUCTURAL AND HYDRAULIC ENGINEERS DETAILS FOR ALL RELATED WORK PERTAINING TO THIS DESIGN. ALL PRECAUTIONS HAVE BEEN TAKEN TO ENSURE AT THE TIME OF ISSUE THIS DOCUMENT REFLECTS CORRECT INFORMATION.

EIO

E B R U N O N A L
D E S I G N W O R K S

ebru@eoaarchitects.com - BALMAIN NSW - ABN : 62354197486

PROJECT

230/ 9-15 Central Ave. Manly NSW

CLIENT

Daniel Hodgson

DWG NO

1.01

ISSUE

A

DRAWING

Existing Floor Plans

DATE

10/12/2021

SCALE

1:50 @A3

DRAWN By

E.O.

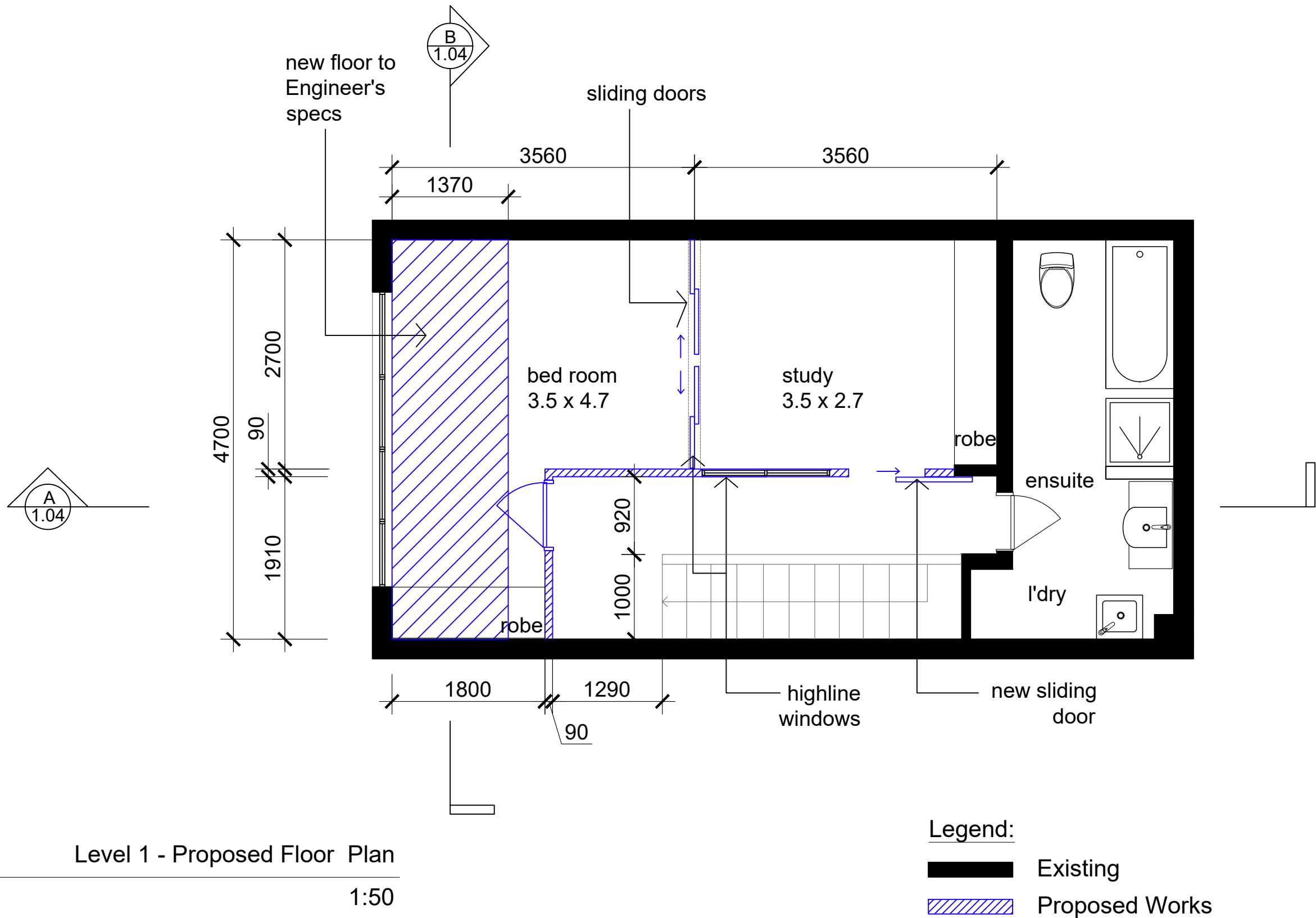
CHECKED By

E.O.



DA APPLICATION

230/9-15 Central Ave. Manly 2095
34 / - / SP61139

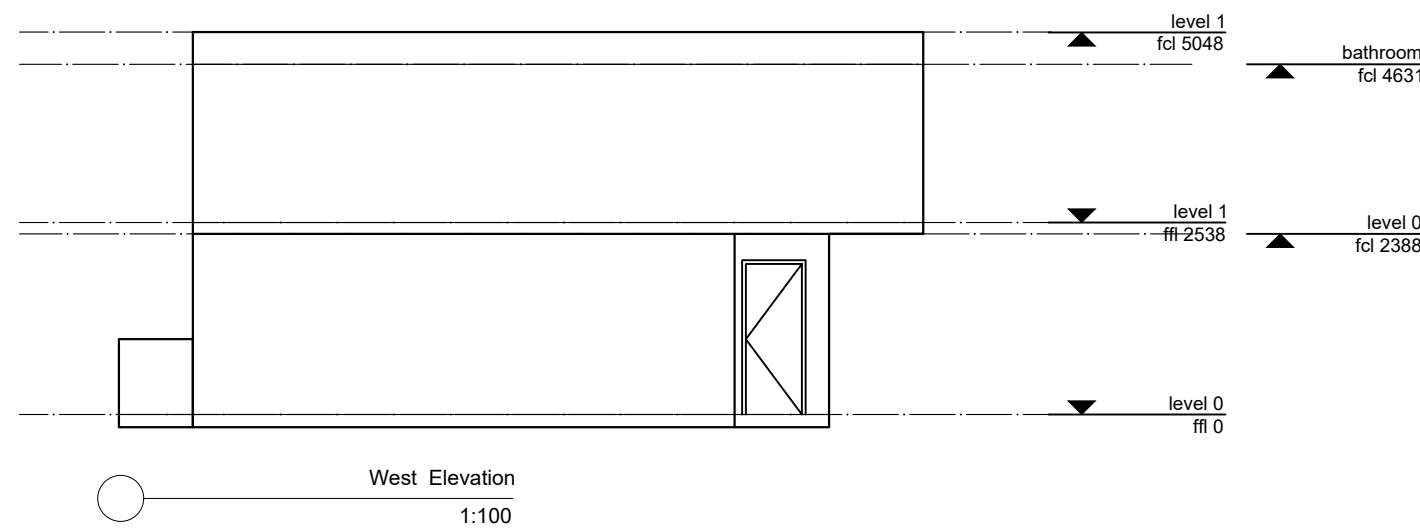
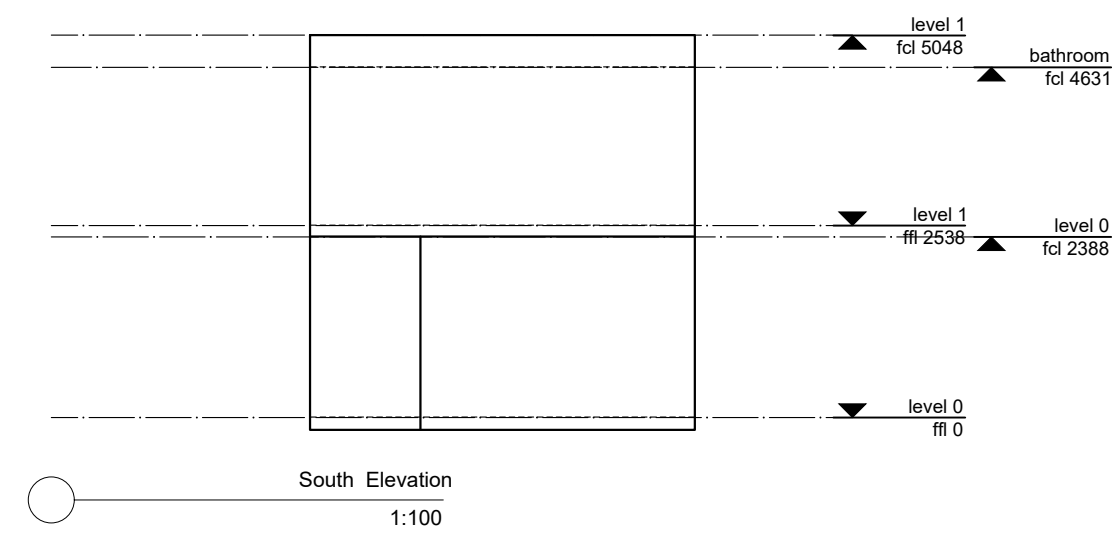
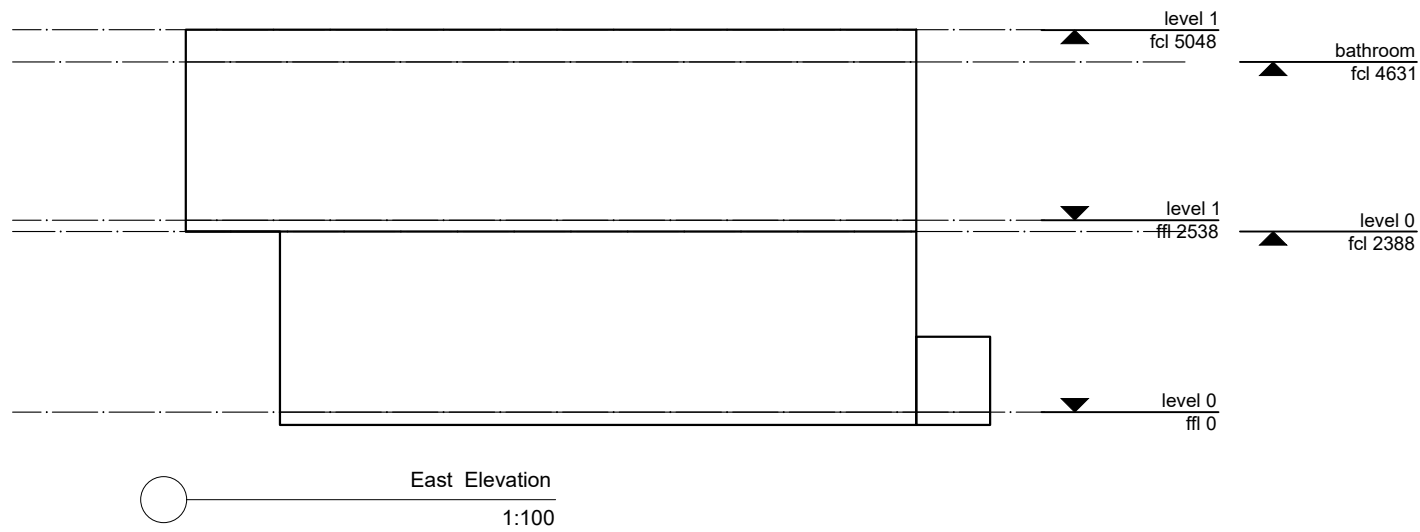
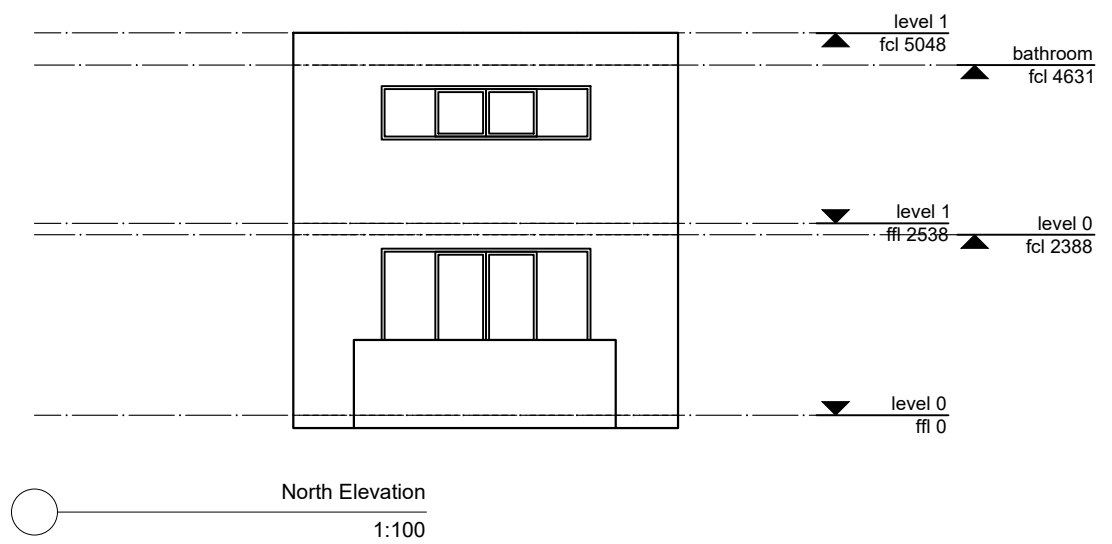


GENERAL NOTES: DO NOT SCALE FROM DRAWINGS. LARGER SCALE DRAWINGS AND WRITTEN DIMENSIONS TAKE PREFFERENCE ALL DIMENSIONS SHOULD BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORK. ALL DISCREPANCIES SHOULD BE CHECKED ON SITE. ALL DRAWINGS ARE TO BE SUBMITTED TO CONSENT AUTHORITIES TO ENSURE ALL WORK COMPLIES WITH AUSTRALIAN STANDARDS, THE BUILDING CODE OF AUSTRALIA AND THE REQUIREMENTS OF ALL RELEVANT AUTHORITIES SUCH AS SERVICE PROVIDERS (SIDNEY WATER, ENERGY AUS) INCLUDING LOCAL COUNCIL. ALL WORK TO COMPLY WITH BASIX CERTIFICATE. ALL WORK SHOULD FOLLOW STRUCTURAL AND HYDRAULIC ENGINEERS DETAILS FOR ALL RELATED WORK PERTAINING TO THIS DESIGN. ALL PRECAUTIONS HAVE BEEN TAKEN TO ENSURE AT THE TIME OF ISSUE THIS DOCUMENT REFLECTS CORRECT INFORMATION.

E O	E B R U N A L D E S I G N W O R K S ebru@eearchitects.com - BALMAIN NSW - ABN : 62354197486	PROJECT 230/ 9-15 Central Ave. Manly NSW	CLIENT Daniel Hodgson	DWG NO 1.02	ISSUE A	DRAWING Proposed Floor Plan	DATE 10/12/2021	DRAWN By E.O.	CHECKED By E.O.	
							SCALE 1:50 @A3			

DA APPLICATION

230/9-15 Central Ave. Manly 2095
34 / - / SP61139



GENERAL NOTES: DO NOT SCALE FROM DRAWINGS, LARGER SCALE DRAWINGS AND WRITTEN DIMENSIONS TAKE PREFERENCE ALL DIMENSIONS SHOULD BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORK. ALL DISCREPANCIES SHOULD BE CHECKED ON SITE. ALL DRAWINGS ARE TO BE SUBMITTED TO CONSENT AUTHORITIES TO ENSURE ALL WORK COMPLIES WITH AUSTRALIAN STANDARDS, THE BUILDING CODE OF AUSTRALIA AND THE REQUIREMENTS OF ALL RELEVANT AUTHORITIES SUCH AS SERVICE PROVIDERS (SYDNEY WATER, ENERGY AU.S.) INCLUDING LOCAL COUNCIL. ALL WORK TO COMPLY WITH BASIX CERTIFICATE. ALL WORK SHOULD FOLLOW STRUCTURAL AND HYDRAULIC ENGINEERS DETAILS FOR ALL RELATED WORK PERTAINING TO THIS DESIGN. ALL PRECAUTIONS HAVE BEEN TAKEN TO ENSURE AT THE TIME OF ISSUE THIS DOCUMENT REFLECTS CORRECT INFORMATION.



E B R U N O N A L
D E S I G N W O R K S
ebru@eoaarchitects.com - BALMAIN NSW - ABN : 62354197486

PROJECT
230/ 9-15 Central Ave. Manly NSW

CLIENT
Daniel Hodgson

DWG NO
1.03

ISSUE
A

DRAWING
Elevations

DATE
10/12/2021
SCALE
1:100 @A3

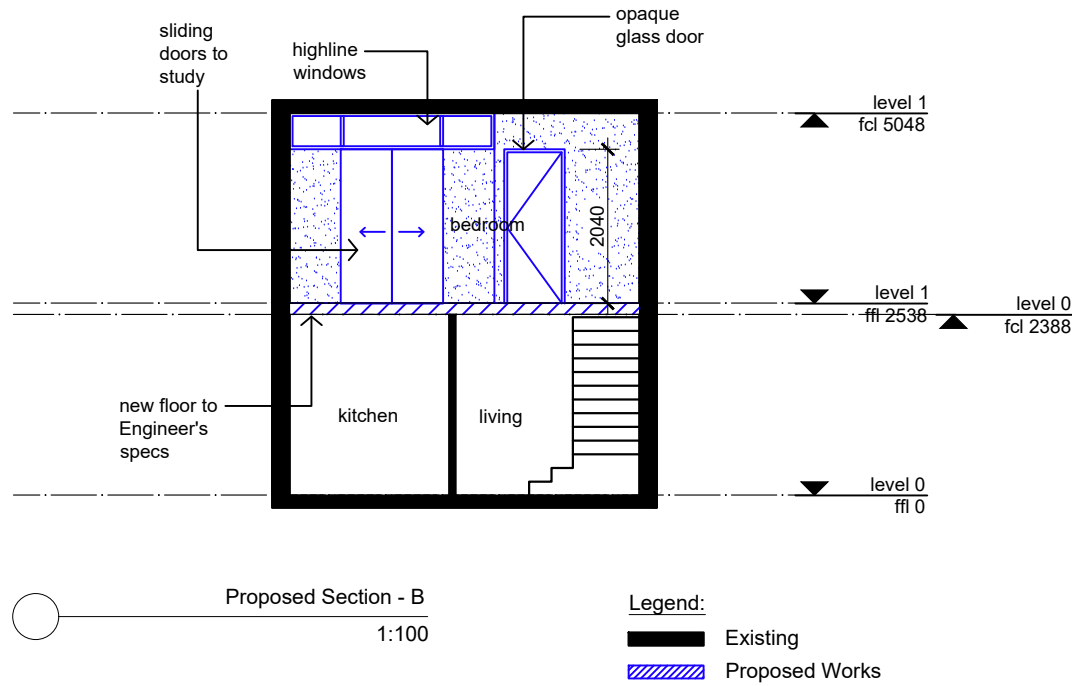
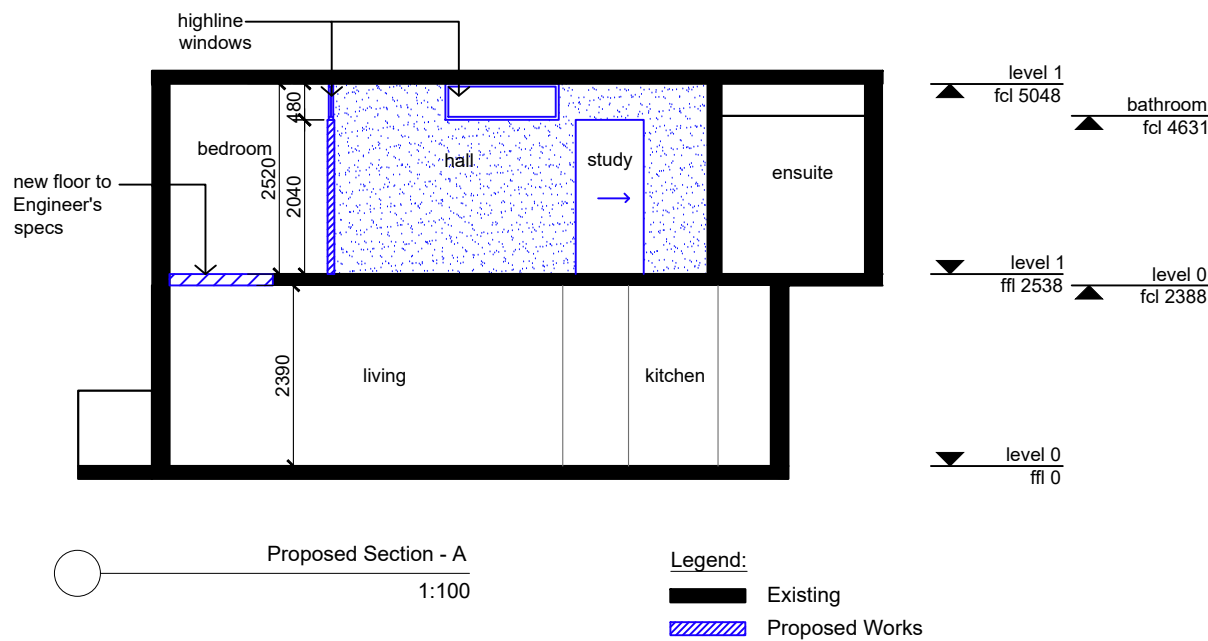
DRAWN By
E.O.

CHECKED By
E.O.



DA APPLICATION

230/9-15 Central Ave. Manly 2095
34 / - / SP61139



GENERAL NOTES: DO NOT SCALE FROM DRAWINGS. LARGER SCALE DRAWINGS AND WRITTEN DIMENSIONS TAKE PREFERENCE. ALL DIMENSIONS SHOULD BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORK. ALL DISCREPANCIES SHOULD BE CHECKED ON SITE. ALL DRAWINGS ARE TO BE SUBMITTED TO CONSENT AUTHORITIES TO ENSURE ALL WORK COMPLIES WITH AUSTRALIAN STANDARDS, THE BUILDING CODE OF AUSTRALIA AND THE REQUIREMENTS OF ALL RELEVANT AUTHORITIES SUCH AS SERVICE PROVIDERS (SYDNEY WATER, ENERGY AUS) INCLUDING LOCAL COUNCIL. ALL WORK TO COMPLY WITH BASIX CERTIFICATE. ALL WORK SHOULD FOLLOW STRUCTURAL AND HYDRAULIC ENGINEERS DETAILS FOR ALL RELATED WORK PERTAINING TO THIS DESIGN. ALL PRECAUTIONS HAVE BEEN TAKEN TO ENSURE AT THE TIME OF ISSUE THIS DOCUMENT REFLECTS CORRECT INFORMATION.

E O	E B R U N O N A L D E S I G N W O R K S	PROJECT 230/ 9-15 Central Ave. Manly NSW	CLIENT Daniel Hodgson	DWG NO 1.04	ISSUE A	DRAWING Proposed Sections	DATE 10/12/2021	DRAWN By E.O.	CHECKED By E.O.	
							SCALE 1:100 @A3			