

Form: 15CH  
Release: 2:0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**



New South Wales

Strata Schemes Management Act 201

Real Property Act 1900

**AN939335D**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) <b>TORRENS TITLE</b>	For the common property CP/SP 69055	
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any STRATA TITLE MANAGEMENT P O BOX 2727 TAREN POINT NSW 2229
	Reference:	SP69055 STRATA TITLE MANAGEMENT / PH:92662600
		<b>CODE</b>  <b>CH</b>

- (C) The Owners-Strata Plan No. 69055 certify that a special resolution was passed on 27/8/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. SPECIAL BY-LAW 13  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:  
 REFER TO SPECIAL BY-LAW (NO SMOKING) ON PAGE 54 OF ATTACHED ANNEXURE 'A'.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 69055 was affixed on 20/11/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *Lynne Kopellos*  
 Name: **LYNNE KOPELLOS**  
 Authority: STRATA MANAGING AGENT

Signature:  
 Name:  
 Authority:



## **ANNEXURE 'A'**

### **STRATA SCHEME NO ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS**

## **Strata Plan 69055**

1-5 Dee Why Parade, Dee Why NSW 2099

## **Consolidated Set of By-Laws**

### **Mixed Use Schemes**

#### **1 Noise**

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

#### **2 Vehicles**

(1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

#### **3 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

#### **4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

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

#### **5 Damage to common property**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

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

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

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

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

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

(d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

## **6 Behaviour of owners and occupiers**

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

## **7 Children playing on common property in building**

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

## **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **10 Drying of laundry items**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

## **11 Cleaning windows and doors**

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

(a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or

(b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

## **12 Storage of inflammable liquids and other substances and materials**

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

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

### **13 Moving furniture and other objects on or through common property**

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

(2) An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property (whether in the building or not) in a specified manner,

(3) If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

### **14 Floor coverings**

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

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

### **15 Garbage disposal**

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

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

(b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),

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

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

(2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

(3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

## **16 Keeping of animals**

### **Option B**

(1) Subject to section 49 (4), an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

(3) If an owner or occupier of a residential lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

(a) notify the owners corporation that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on the common property, and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

## **17 Appearance of lot**

(1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

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

## **18 Change in use of lot to be notified**

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

## **19 Preservation of fire safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

## **20 Prevention of hazards**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

## **21 Provision of amenities or services**

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## **22 Controls on hours of operation and use of facilities**

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

## **BY-LAW 23 - EXCLUSIVE USE RIGHTS IN FAVOUR OF LOT 81 AMENDED.**

*Note:* This is an amendment of original by-law 23.

### **23.1 Definitions**

Authorised Person means any tenant or licensee of Lot 81.

Building means the building known as Ocean Breeze Apartments containing the strata scheme.

Common Property has the meaning given to it by the Management Act.

Employee means any of the following persons;

- (a) the tenant or licensee in possession of Lot 81;
- (b) any agent, employee or contractor of the Lot 81 Owner;
- (c) any agent, employee or contractor of any tenant or licensee of Lot 81.

Exclusive Rights Period means the period 12 months from the date of registration of this by-law.

Items means table and chairs.

Lot means a lot in the Strata Plan.

Lot 81 means lot 81 in the Strata Plan.

Lot 81 Owner means the registered proprietor for the time being of lot 81 in the Strata Scheme.

Management Act means the Strata Schemes Management Act 1996.

Parcel has the meaning given to it by the Management Act.

Plan means the plan attached to this by-law.

Retail Area means that part of the Common Property the subject of this exclusive use by-law, being the area identified as such on the Plan.

Strata Plan means strata plan number 69055.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

### 23.2 Manner of amending this by-law

This is an exclusive use and special privilege by-law made in accordance with section 52 of the Management Act. This by-law may only be amended by a special resolution of the Owners Corporation and with the consent of the Lot 81 Owner.

### 23.3 Exclusive use rights and special privileges

The Lot 81 Owner has:

- (a) the exclusive use of the Retail Area for the specific purposes (and those purposes only) stated in this by-law; and
- (b) the special privilege to use the Retail Area for the purpose of:
  - (i) placing the Items on the Retail Area; and
  - (ii) providing services to patrons of the business being conducted on the Retail Area; and
- (c) the special privilege to allow an Authorised Person to have the same rights over the Retail Area as the Lot 81 Owner.

### 23.4 Responsibility for maintenance, repair and cleaning

(a) The Lot 81 Owner is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Retail Area and the Common Property on which it is located.

(b) The Lot 81 Owner must keep the Retail Area and the Items in a good state of maintenance and repair.

(c) The Lot 81 Owner must keep the Retail Area in a clean condition and must have in place a regular programme for cleaning the Retail Area.

### 23.5 Responsibility for insurance

The Lot 81 Owner must comply with the following in connection with the Retail Area:

- (a) the Lot 81 Owner must insure with a reputable insurer the Retail Area against public risk for not less than \$20 million for anyone claim or any other sum which the Owners Corporation may reasonably nominate;
- (b) the Lot 81 Owner must ensure that the insurance policies required:

- (i) are maintained by the Lot 81 Owner; and
- (ii) note the interest of the Owners Corporation for its interest.

### 23.6 Indemnity

The Lot 81 Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or to property or persons in or near the Retail Area which arises as a result of, or because of, any negligent act or omission of the Lot 81 Owner, or of any Authorised Person or of any Employee.

### 23.7 Development Consent

The Lot 81 Owner:

(c) must ensure it has in place any relevant development consent in connection with its use of the Retail Area; and

(d) must comply with the terms of any development consent applicable to the Retail Area.

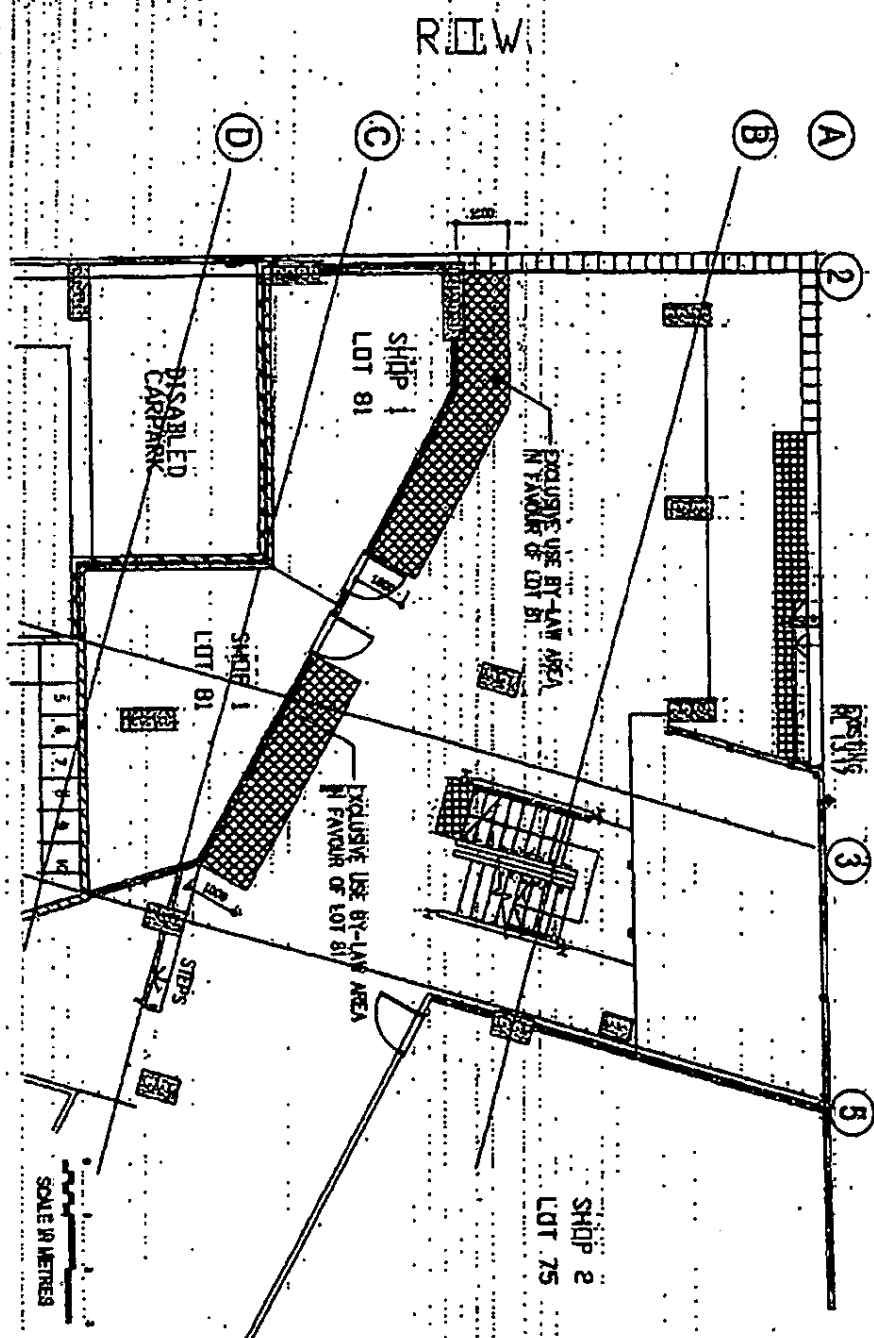
### 23.7 When rights and special privileges cease

(a) The terms of this by-law apply notwithstanding anything to the contrary in this by-law.

(b) The Lot 81 Owner has the benefit of the rights and special privileges granted by this by-law for the Exclusive Rights Period. Those rights and special privileges continue for successive periods each equal to the Exclusive Rights Period until termination in the manner provided by by-law 23.7(c).

(c) If at any time during any succeeding 12 month period after the Exclusive Rights Period the Owners Corporation (acting reasonably) forms the view the Lot 81 Owner is not utilising the Retail Area in accordance with the terms of this by-law 123 (after having provided written notice to the Lot 81 Owner specifying the nature of any such breach and having provided a reasonable time period in which to allow the Lot 81 Owner to rectify that breach), the Owners Corporation may terminate the rights and special privileges granted by this by-law by giving the Lot 81 written notice at least 3 months before the end of the relevant succeeding period. If any such notice is given the rights and special privileges granted by this by-law come to an end at the end of the relevant succeeding 12-month period. The Lot 81 Owner agrees it will sign any form of consent required by the Owners Corporation to have the by-laws for the Strata Scheme amended by deleting this bylaw 23.

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Ref:05/p0072 /Src:R



DEE WHY PARADE

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## STATUCORY DECLARATION

I Philli~ Mary Russell of HopetOUll TertaQCS, Moore Pak Gardens, 780 Bourke Street. MOOle Parle.. NSW. 2021 on the 19 day of January 2004 do solemnly and sinceMly declare as foUows -

1. I have been instnlcted to register a Cllange of By-Jaws inconnection with strata plan 69055, by regislCrIng 2 now by-laws, by-laws 23 and 24 for the strata scheme.
2. The Change of By. laws was .registered dealing number AA240707M.
3. The change of by-laws was approved at an extraordinary general meeting of the owners corponuion held oo 19 November 2003.
4. The regist.eted Change of By-laws in so far as they relate to by-law 23 do not reflect the by-law 23 approved at the meetiog oltho owaers corporation on 19 November 10m.
5. I have been instructed lodge this Request for the pwposes of making by-law 23. as regiStered. coDSistent with the by-law 23 approved by lbe owners COIpOnWOD.
6. Copies of the aotlee of the meeting of the ownm corporation and th& minutes of the meeting ar& attached. as annexures "A" and "8" respectively.
7. The terms of the regislercd by-law 23, amended in accordance with this Request. are DOW identical with the by-law 23 approved by lbl owners ccnpor.1tioD at the exttaordioary general meeting on 19 November 2003.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900

Signature of party making the declaration

Signature of Witness

N.u:nc of Witness

Address of Witness

## **BY-LAW 24**

*Note:* This by-law has been repealed.

## **BY-LAW 25 - EXCLUSIVE USE, ENJOYMENT AND SPECIAL PRIVILEGES (LOTS 89 AND 90)**

### 25.1 Definitions

'Building' means the building containing these Strata Schemes.

'Common Property' has the same meaning given to it by the Management Act.

'Instrument' means this Change of By-Laws Instrument.

'Lot' means a Lot in Strata Plan 69055 or 73217.

'Lot 89 and Lot 90' means Lot 89 and Lot 90 in Strata Plan 73217.

'Owner' means the registered proprietor(s) for the time being of Lots 89 and 90 in the Strata Plan,

'Management Act' means the Strata Schemes Management Act 1966.

'Parcel' has the same meaning given to it by the Management Act.

'Strata Plan' means Strata Plan No. 73217.

'Strata Scheme' means the Strata Scheme constituted on the Registration of the Strata Plan.

### 25.2 Amendment and Interpretation of this By-Law

25.2.1 This is an Exclusive Use and Enjoyment and Special Privileges By-Law made in accordance with Section 52 of the Management Act. This By-Law may only be amended or repealed by Special Resolution of the Owners Corporation and with the consent of the Owner.

25.2.2 Where any other By-Law is inconsistent with a provision of this By-Law, then this By-Law is to prevail

### 25.3 Exclusive Use, Rights and Special Privileges

The Owner has:

25.3.1 the exclusive use of the Common Property wall dividing Lots 89 and 90;

25.3.2 the right to alter, remove or reinstate the said dividing wall or any part of it, including the right to construct, alter, remove or reinstate any door or opening in that wall;

25.3.3 to construct, alter or remove partitioning within Lots 89 and 90, or to construct other partitioning in its place, notwithstanding that this partitioning may alter, damage or otherwise affect the Common Property walls which enclose or divide Lots 89 and 90;

**Buckner Jones**  
**Solicitors**

ABN: 25 053 244 817

Principal: Ian Jones

OUR REF: IJ.2785

YOUR REF: POSSIBLY CHARLES HAIN OR CHARLES HARRISON

27<sup>th</sup> January 2006

Suite 4, 1073 Pittwater Road  
P.O. Box 328  
COLLAROY NSW 2097

Phone: 02 9971 4222  
Fax: 02 9971 4314  
DX 9109 DEE WHY NSW

**VERY URGENT - ALSO BY FAX 9319 1866**

The Managing Director  
Strata Plus Pty Ltd  
Level 3, 111 Devonshire Street  
SURRY HILLS NSW 2101

Dear Sir or Madam,

**RE: ANTHONY RICHARDS and LILY LIM – CHANGE OF BY-LAWS**  
**PROPERTY: SHOP 4 and OFFICE 3A, OCEAN BREEZE APARTMENTS, 1-5 DEE**  
**WHY PARADE, DEE WHY NSW 2099**  
**LOT Nos. 89 and 90 in STRATA PLAN No. 73217 (previously SP69055)**

We refer to our prior letter dated 28<sup>th</sup> June 2005 marked urgent to Mr Harrison about this matter, to Mr Hain replied by your letter dated 12<sup>th</sup> July 2005.

Despite your letter assuring us that the matter would be followed up, we have still heard nothing further in spite of our many earlier letters to Mr Charles Harrison of your company about the matter. This By-Law was approved at an EGM on 9<sup>th</sup> February 2005!

The situation and your lack of action are totally unacceptable. Please let us have your urgent action to finalise this matter. We left an urgent telephone message at about 5.15 pm today for your Managing Director or Manager to call us first thing Monday 30<sup>th</sup>.

Unless the matter is completed very soon we will advise our clients to complain to the Owners Corporation and to the Director-General about your lack of action.

Yours faithfully  
BUCKNER JONES



Ian Jones

### **SPECIAL BY-LAW 1 - REMOVAL OF SPA**

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

1. The power and the authority to remove the spa and to dispose of it in such a manner as the Owners Corporation determines.
2. The power and the authority to engage contractors for these purposes.
3. The power and the authority to apply its funds to these purposes.

### **SPECIAL BY-LAW NO.2 - CAR PARKING AND STORAGE**

(1) An owner or occupier of a lot must not use the car parking space forming part of that lot for any other purpose including:

- (a) as a storage area;
- (b) for the washing of vehicles or equipment; or
- (c) for the carrying out of mechanical or other repairs,

provided that this by-law does not apply to the storage of items in the car parking space that are contained wholly within an Approved Storage Box pursuant to this by-law.

(2) The owners corporation may from time to time, by resolution of its executive committee, approve the make, style or form of a standard form storage box or cabinet for installation and use in carparking spaces in the strata scheme ("Approved Storage Box").

(3) If an owner or occupier of a lot wishes to store any item in the car parking space forming part of that lot, the owner or occupier may do so only if the owner or occupier first installs an Approved Storage Box in that car parking space and not otherwise.

(4) Any item stored in a car parking space forming part of a lot must be wholly contained within the Approved Storage Box installed in the car parking space.

(5) This by-law does not prevent the storage in a car parking space forming part of a lot of a motor vehicle, motor cycle, caravan, boat or trailer.

(6) If at any time an owner or occupier of a lot stores items in the car parking space forming part of that lot otherwise than as permitted in this by-law, the executive committee (acting reasonably) may by resolution determine that those items must be removed from the car parking space and give to the owner or occupier of the lot a notice requiring their removal.

(7) If the executive committee gives an owner or occupier of a lot a notice requiring the removal of items from the car parking space forming part of that lot, the owner or occupier must comply with that notice and remove those items from the car parking space within 14 days of the notice being served on the owner or occupier.

(8) If the executive committee gives a notice to an owner or occupier of a lot to remove items from the car parking space forming part of that lot the storage of which items in the opinion of the executive committee, reasonably held, constitutes a hazard or fire risk, and the owner or occupier fails to remove all of those items from the car parking space within 14 days after the notice to remove is served on the owner or occupier, the executive committee may remove, or procure the removal of, those items from the car parking space and dispose of them in such manner as the executive committee deems fit.

(9) The powers, duties and obligations contained in this by-law are in addition to and not in derogation of by-law 2.

### **SPECIAL BY-LAW NO.3 - INSTALLATION OF AIR CONDITIONING**

#### **(1) Right To Install Air Conditioning**

On the conditions set out in this by-law an owner of a lot shall be entitled to install and keep split system air conditioning in the lot incorporating:

- (a) the installation of the condensing unit or units on the balcony or terrace of the lot affixed to the common property slab of that balcony or terrace;
- (b) the installation of the condensing unit or units on the common property in the place or places approved in writing by the executive committee, (acting reasonably);
- (c) the drilling of holes in the common property walls on the boundaries of the lot for the installation of ducting between the condensing unit or units and the internal air dispersal unit or units and for the affixing of the internal air dispersal unit or units to any common property wall on the boundary of the lot.

#### **(2) Conditions**

##### **(a) Prior to Installing Air Conditioning**

(i) Prior to installing the air conditioning, the owner must:

A. provide to the executive committee a copy of any applicable specifications for the air conditioner, including the make, model and maximum noise output specified for that model by the manufacturer;

B. satisfy the executive committee (acting reasonably) that the maximum noise output for the air conditioner proposed to be installed complies with the Regulations under the Environmental Planning & Assessment Act 1989 or any amendment or replacement thereof;

C. provide to the executive committee the written consent of the Owner to complying with and being bound by the provisions of this by-law; and

on the basis of the foregoing, obtain the consent of the executive committee (acting reasonably) to the air conditioning being installed.

(ii) Prior to installing the air conditioning the owner must obtain and provide to the executive committee any required approval of Warringah Council for the installation of the air conditioning.

##### **(b) Installation of Air conditioning**

In installing the air conditioning, the owner must ensure as far as is practicable that:

(i) the installation of the air conditioning is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;

(ii) the air conditioning is installed substantially in accordance with the specifications submitted to the executive committee for approval in accordance with paragraph (2)(a)(i)A of this by-law;

(iii) reasonable precautions are taken to protect areas outside the lot from damage by the installation of the air conditioning;

(iv) all construction materials, equipment, debris and other material associated with the installation of the air conditioning are transported across common property in the manner reasonably directed by the executive committee; and

(v) the installation of the air conditioning does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

(c) Completion of Installation of the Air conditioning

On completion of the installation of the air conditioning the owner must:

(i) ensure that the contractor installing the air conditioning removes from the strata scheme all debris resulting from or associated with the installation of the air conditioning as soon as practicable;

(ii) if the approval of Warringah Council is required in order to install the air conditioning, provide the executive committee with a copy of a certificate from Warringah Council certifying that the installation of the air conditioning complies with any conditions of any requisite approval of the Council.

(3) Existing Air conditioning

The owner of a lot in which a air conditioning is already installed at the date of the adoption of this by-law is granted under this by-law, pursuant to section 52 of the Strata Schemes Management Act 1996, a special privilege and exclusive use right to install and keep the air conditioning subject to:

(a) providing to the executive committee the written consent of the owner to this by-law and, in particular, to complying with and being bound by clause (4) of this by-law; and

(b) complying with the provisions of this by-law other than those contained in clause (2).

(4) Other Rights and Obligations

(a) The owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the air conditioning whenever that damage may occur.

(b) The installation of the air conditioning must be undertaken at the cost of the owner.

(c) The owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the air conditioning and must keep the air conditioning in a state of good and serviceable repair and must renew or replace the air conditioning whenever it becomes worn out or damaged so that it is no longer capable of being operated at all times within the maximum noise output restrictions in force under the Environmental Planning & Assessment Act 1989 and the Regulations thereunder.

(d) If the air conditioning installed in respect of a lot is powered by electricity supplied to the common property (as opposed to the owner's lot), the owner of the lot must reimburse the owners corporation for the costs of the electricity used by the owner or occupier of the lot in respect of the air conditioning.

(e) If at any time the owners corporation requires the owner whose air conditioning is powered by electricity supplied to the common property to install separate metering to meter the supply of that electricity, the owner must install that separate metering at the cost of that owner.

#### **SPECIAL BY-LAW NO.4 - APPROVAL OF AWNING IN LOT 39**

(1) On the conditions set out in this by-law, the owner for the time being (the "Owner" for the purpose of this by-law) of Lot 39 (the "Lot") shall have a special privilege in respect of the common property to install and keep a retractable fabric awning on the terrace of the Lot affixed to the external common property wall on the northern boundary of the Lot and a right of exclusive use of that part of the common property affected by the installation of the awning.

(2) The awning may only be installed and kept on the common property exterior wall of the Lot on the condition that:

(a) the colour of the fabric in the awning when installed is reasonably in keeping with the external appearance of the

(b) if the approval of Warringah Council is required to install the awning, prior to installing the awning the Owner must obtain that approval and provide a copy of it to the executive committee;

(c) prior to installing or replacing the awning, the Owner provides to the executive committee for approval (which shall not be unreasonably withheld) details of the awning proposed to be installed (either initially or in replacement of an existing awning) including details of the make, style, fabric and colour.

(3) The Owner must, at the cost of the Owner, keep the awning clean and in a state of good and serviceable repair and must repair or replace the awning as soon as practicable after the awning becomes worn out, defaced or damaged.

(4) The Owner is liable for any damage caused to any part of the common property as a result of the installation and keeping of the awning on the common property wall of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(5) The Owner must reimburse the owners corporation for the costs of drafting and registration of this by-law.

#### **SPECIAL BY-LAW 5 - SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION.**

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

#### **SPECIAL BY-LAW NO.6 - LOT 57 IMPROVEMENTS**

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.

2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.

3. "Owner" means the owner or owners of lot 57 from time to time of strata plan 69055.

4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) to renovate the main bathroom of the lot by removing and replacing all floor tiles, including replacing the waterproofing on the bathroom floor with an Australian Standard approved waterproofing system.

S. The Owners Corporation acknowledges that the Owner may be undertaking other aesthetic works such as painting, replacement of bathroom walls, tiles, furniture, vanity, toilet and tap ware, which does not affect common property and does not require the consent of the Owners Corporation.

6. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

#### Conditions

##### Before making Improvements

8. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.

9. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.

##### Carrying out the Improvements

10. When carrying out the Improvements, the Owner must:

(a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;

(b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;

(c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;

(d) only make the Improvements at the times approved by the Owners Corporation;

(e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

(f) remove all debris resulting from making the Improvements immediately from the building; and

(g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements

11. The Owner must ensure that the Improvements shall be done:

(a) in a proper and workmanlike manner and by duly licensed insured contractors; and

(b) in accordance with the drawings and specifications approved by the local council and the Owners Corporation.

##### After completing the Improvements

12. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:

(a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required); and

(b) any other document reasonably required by the Owners Corporation.

#### Repair and Maintenance

13. The Owner must, at the Owner's cost:

(a) properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and

(b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time,

14. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

#### Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against -

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and

(d) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Improvements.

16. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

17. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

#### Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach,

19. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

20. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata schemes Management Act 1996.

## 1. Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

## 2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the *Strata Schemes Management Act 2015*,
- (b) "apartment" means a lot in the strata scheme,
- (c) "building" means the building in the strata scheme in which your apartment is located,
- (d) "common area" means the common property in the strata scheme,
- (e) "cosmetic work" means any work to a common area in the building in connection with your apartment for the following purposes:
  - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
  - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
  - (iii) installing or replacing handrails,
  - (iv) painting,
  - (v) filling minor holes and cracks in internal walls,
  - (vi) laying carpet,
  - (vii) installing or replacing built-in wardrobes,
  - (viii) installing or replacing internal blinds and curtains,
  - (ix) installing any locking or other safety device to improve safety within your apartment,
  - (x) installing any locking or other safety device for protection of your apartment against intruders,
  - (xi) installing any screen or other device to prevent entry of animals or insects on your apartment,
  - (xii) installing any structure or device to prevent harm to children,

but cannot include non-cosmetic work,

- (f) "non-cosmetic work" means:
  - (i) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
  - (ii) work involving structural changes,
  - (iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,
  - (iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
  - (v) work involving waterproofing or the plumbing or exhaust system of a building,
  - (vi) work involving reconfiguring walls,
  - (vii) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
- (g) "strata scheme" means the strata scheme to which this by-law applies, and
- (h) "you" means an owner of an apartment and includes your successors in title.

- 2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) 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 Act unless a contrary intention is expressed in this by-law, and
  - (f) 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.

### 3. **Cosmetic Work**

- 3.1 You may carry out cosmetic work without the approval of the owners corporation.
- 3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

### 4. **Rules for Cosmetic Work**

#### 4.1 **During Cosmetic Work**

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

- (a) **Standard of Workmanship**  
ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) **Quality of Cosmetic Work**  
make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- (c) **Time for Completion of Cosmetic Work**  
make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,
- (d) **Times for Cosmetic Work**  
ensure that the cosmetic work is only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,
- (e) **Appearance of Cosmetic Work**  
ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,
- (f) **Noise During Cosmetic Work**  
ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (g) **Transportation of Construction Equipment**  
ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (h) **Debris**  
ensure that any debris and rubbish associated with or generated by the cosmetic work is removed

from the building strictly in accordance with the reasonable directions of the owners corporation,

- (i) **Storage of Building Materials on Common Areas**  
make sure that no building materials are stored in a common area,
- (j) **Protection of Building**  
protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (k) **Daily Cleaning**  
clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,
- (l) **Security**  
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,
- (m) **Costs of Cosmetic work**  
pay all costs associated with the cosmetic work.

#### 4.3 After Cosmetic Work

You must:

- (a) **Maintenance of Cosmetic Work**  
properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,
- (b) **Repair Damage**  
repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,
- (c) **Prevent Excessive Noise**  
ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (d) **Indemnity**  
indemnify and keep indemnified 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 cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,
- (e) **Comply with the Law**  
comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

#### S. Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

#### 6. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

## 7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme,

## SPECIAL BY-LAW NO.8 - MINOR RENOVATIONS

### 1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment,

### 2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the *Strata Schemes Management Act 2015*,
- (b) "**apartment**" means a lot in the strata scheme,
- (c) "**building**" means the building in the strata scheme in which your apartment is located,
- (d) "**common area**" means the common property in the strata scheme,
- (e) "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:
  - (i) renovating a kitchen,
  - (ii) renovating a bathroom in a manner that does not involve waterproofing,
  - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
  - (iv) changing recessed light fittings,
  - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
  - (vi) installing or replacing wood or other hard floors,
  - (vii) installing or replacing wiring or cabling or power or access points,
  - (viii) installing or replacing pipes and ducts,
  - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
  - (x) installing a rainwater tank,
  - (xi) installing a clothesline,
  - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
  - (xiii) installing double or triple glazed windows,
  - (xiv) installing a heat pump or hot water service,
  - (xv) installing ceiling insulation,
  - (xvi) installing an aerial or antenna,
  - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
  - (xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

(f) **"non-minor renovations"** means:

- (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (ii) work involving structural changes,
- (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
- (iv) work involving waterproofing,
- (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
- (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) **"strata scheme"** means the strata scheme to which this by-law applies, and

(h) "you" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) 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 Act unless a contrary intention is expressed in this by-law, and
- (f) 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.

### **3. Minor Renovations Approval Process**

#### **3.1 Minor Renovations Require Approval**

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

#### **3.2 The Approval Process**

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

### 3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the minor renovations,
- (d) drawings, plans and specifications for the minor renovations,
- (e) an estimate of the duration and times of the minor renovations,
- (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

## 4. Conditions for Minor Renovations

### 4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

- (a) **Prior Notice**  
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,
- (b) **Contractor's Licence and Insurance Details**  
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:
  - (i) licence,
  - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
  - (iii) workers compensation insurance policy (if required by law), and
  - (iv) home building compensation fund insurance policy under the *Home Building Act* 1989 for the minor renovations (if required by law),
- (c) **Engineer's Report**  
if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,
- (d) **Acoustic Consultant's Report**  
if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or

other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

**(e) Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

**(f) Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

**(9) Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

**4.2 During the Minor renovations**

During the minor renovations you must:-

**(a) Standard of Workmanship**

ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

**(b) Quality of Minor Renovations**

make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

**(c) Time for Completion of Minor Renovations**

make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

**(d) Times for Minor Renovations**

ensure that the minor renovations are only carried out between the hours of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

**(e) Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

**(f) Appearance of Minor Renovations**

ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

**(9) Noise During Minor Renovations**

ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

**(h) Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

**(i) Debris**

ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

- (D) Storage of Building Materials on Common Areas**  
make sure that no building materials are stored in a common area,
- (k) Protection of Building**  
protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (l) Daily Cleaning**  
clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,
- (m) Interruption to Services**  
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- (n) Access**  
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,
- (o) Vehicles**  
ensure that no contractor's vehicles obstruct the common areas including the driveway areas 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,
- (p) Security**  
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,
- (q) Variation to Minor Renovations**  
not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,
- (r) Costs of Minor renovations**  
pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

#### **4.3 After the Minor Renovations**

After the minor renovations have been completed, you must:

- (a) Notify the Owners Corporation**  
promptly notify the owners corporation that the minor renovations have been completed,
- (b) Access**  
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,
- (c) Restore the Common Areas**  
restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,
- (d) Expert's Report**  
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,
- (e) Acoustic Consultant's Report**  
if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

#### **4.4 Enduring Obligations**

You must:

**(a) Maintenance of Minor Renovations**

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

**(b) Repair Damage**

repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,

**(c) Prevent Excessive Noise**

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

**(d) Flooring**

ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

**(e) Indemnity**

indemnify and keep indemnified 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 minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

**(f) Insurance**

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

**(g) Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

**5. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- (b) cleaning any part of the common area as a result of the minor renovations, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

**6. Breach of this By-Law**

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

## 7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

## 8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

## 9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

## SPECIAL BY-LAW NO.9 - MAJOR RENOVATIONS

### 1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

### 2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the *Strata Schemes Management Act 2015*,
- (b) "**apartment**" means a lot in the strata scheme,
- (c) "**annexure**" means the annexure to this by-law,
- (d) "**building**" means the building in the strata scheme in which your apartment is located,
- (e) "**common area**" means the common property in the strata scheme,
- (f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
  - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

(ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,

(iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,

(iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

(h) "**minor renovations**" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,

(i) "**strata scheme**" means the strata scheme to which this by-law applies, and

(j) "you" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) 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 Act unless a contrary intention is expressed in this by-law, and

(f) 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.

### 3. Major Renovations Approval Process

### **3.1 Major Renovations Require Approval**

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

### **3.2 The Approval Process**

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the major renovations,
- Cd) drawings, plans and specifications for the major renovations,
- (e) an estimate of the duration and times of the major renovations,
- (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

#### **4. Conditions for Major Renovations**

##### **4.1 Before the Major Renovations**

4.1.1 Before commencing the major renovations, you must:

###### **(a) Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

###### **(b) Local Council Approval**

if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

###### **(c) Contractor's Licence and Insurance Details**

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (v) workers compensation insurance policy, and
- (vi) home building compensation fund insurance policy under the *Home Building Act* 1989 for the major renovations (if required by law),

###### **(d) Engineer's Report**

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

###### **(e) Acoustic Consultant's Report**

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

###### **(f) Dilapidation Report**

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

**(g) Bond**

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

**(h) Costs**

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

4.1.3 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

**4.2 During the Major Renovations**

During the major renovations, you must:

**(a) Standard of Workmanship**

ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

**(b) Quality of Major Renovations**

make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

**(c) Time for Completion of Major Renovations**

make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

**(d) Times for Major Renovations**

ensure that the major renovations are only carried out between the hours permitted by the Local Councilor if the Local Council does not prescribe any such hours then between of 8.00am - 5.00pm on Monday - Friday and 9.00am - 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

**(e) Times for Operation of Noisy Equipment**

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am - 3.00pm on Monday - Friday and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

**(f) Appearance of Major Renovations**

ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

**(g) Supervision of Major Renovations**

ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

**(h) Noise During Major Renovations**

ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

**(i) Transportation of Construction Equipment**

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

**(n) Debris**

ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

**(k) Storage of Building Materials on Common Areas**

make sure that no building materials are stored in a common area,

**(l) Protection of Building**

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

**(rn) Building Integrity**

keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

**(n) Daily Cleaning**

clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

**(o) Interruption to Services**

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

**(p) Access**

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

**(q) Vehicles**

ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay 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,

**(r) Security**

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

**(s) Variation to Major renovations**

not vary the major renovations without obtaining the prior written approval of the owners corporation,

**(t) Costs of Major renovations**

pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

**4.3 After the Major Renovations**

After the major renovations have been completed, you must:

**(a) Notify the Owners Corporation**

promptly notify the owners corporation that the major renovations have been completed,

**(b) Access**

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

**(c) Obtain Planning Certificates**

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

**(d) Restore the Common Areas**

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

**(e) Engineer'S Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

**(f) Expert's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

**(g) Acoustic Consultant's Report**

if the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

#### **4.4 Enduring Obligations**

You must:

##### **(a) Maintenance of Major Renovations**

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

##### **(b) Repair Damage**

repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

##### **(c) Prevent Excessive Noise**

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

##### **(d) Flooring**

if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

##### **(e) Indemnity**

indemnify and keep indemnified 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 major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

##### **(f) Insurance**

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

##### **(g) Comply with the Law**

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

#### **5. Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or

(b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

## **6. Breach of this By-Law**

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

## **7. Common Property Rights By-Law**

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

## **ANNEXURE TO MAIOR RENOVATION BY-LAW**

### **Motion and By-Law for Major Renovations**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

### **Special By-Law No.... - Major Renovations and Building Works (Lot ....)**

#### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

#### **2. Definitions**

In this by-law:

"Lot" means Lot in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

**"Plans"** means the plans/drawings prepared by \_\_\_\_\_ and dated \_\_\_\_\_ attached to this by-law;

**"Major Renovations"** means the alterations and additions to the Lot and common property described and shown in the Plans being \_\_\_\_\_ ;

**"Major Renovations By-Law"** means Special By-Law No.9 - Major Renovations as amended from time to time;

**"Strata Scheme"** means the strata scheme to which this by-law applies.

### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly *in* accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

### **4. Conditions**

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-law with respect to the Major Renovations.

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

## **SPECIAL BY-LAW NO. 10 - ELECTRONIC VOTING AT MEETINGS**

### **1. Introduction**

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

### **2. Definitions & Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the *Strata Schemes Management Act 2015*,
- (b) "electronic means" includes a vote cast via a voting website or electronic application,
- (c) "e-voting" means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
- (d) "e-voting determination" means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
- (e) "committee meeting" means a meeting of the strata committee,
- (f) "general meeting" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (g) "meeting" means a committee meeting or a general meeting,
- (h) "motion" means a motion to be considered by the committee, at a committee meeting or at a general meeting,
- (i) "Regulations" means the *Strata Schemes Management Regulation 2016*,
- (j) "owner" means an owner of a lot in the strata scheme,
- (k) "person" means an owner or a proxy,
- (l) "proxy" means a duly appointed proxy for the purposes of the Act,
- (m) "strata scheme" means the strata scheme to which this by-law applies, and
- (n) "you" means an owner.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) 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 Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) 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.

### **3. E-Voting**

- 3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.
- 3.2 An e-voting determination remains in force until it is revoked.
- 3.3 An e-voting determination may be revoked by a resolution of:
- (a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
  - (b) (in the case of an e-voting determination made by the owners corporation) the owners corporation.
- 3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

### **4. Rules for E-Voting**

- 4.1 E-voting must be conducted by a ballot.
- 4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:
- (a) instructions for completing the ballot paper, and
  - (b) the motions to be voted on, and
  - (c) the means of indicating the voter's choice on the motions to be voted on.
- 4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:
- (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and
  - (b) access to information about:
    - (i) how the ballot paper must be completed, and
    - (ii) the deadline for submission of the ballot paper, and
    - (iii) if voting is by email, the address where the ballot paper is to be returned, and
    - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
  - (d) access to an electronic form of declaration requiring the voter to state:
    - (i) his other name, and
    - (ii) the capacity in which the person is entitled to vote, and

(iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and

(iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

4.4 Each person entitled to vote and who casts a vote by-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

4.5 A ballot paper of a voter who casts a vote by-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

4.6 If voting is carried out by-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.

4.7 If the ballot is a secret ballot, the secretary must ensure that:

(a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and

(b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:

(a) review all information and reports about the electronic ballot, and

(b) reject as informal any votes that do not comply with the requirements of this by-law, and

(c) ascertain the result of the electronic ballot, and

(d) make a written or electronic record of the result of the electronic ballot, and

(e) announce or publish the result of the ballot.

## **S. Obligations of Owners and Proxies**

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

## **SPECIAL BY-LAW NO. 11 - PROXIES**

### **1. Introduction**

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

### **2. Definitions It Interpretation**

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the *Strata Schemes Management Act 2015*,
- (b) "earliest proxy appointment forms" means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
- (c) "meeting" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (d) "Regulations" means the *Strata Schemes Management Regulation 2016*,
- (e) "person" means the person referred to in clause 3.1 of this by-law,
- (f) "proxy" means a duly appointed proxy for the purposes of the Act,
- (g) "proxy appointment form" means an instrument appointing a proxy in the form prescribed by the Regulations,
- (h) "proxy election" means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
- (i) "proxy giver" means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
- (j) "proxy threshold" means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
  - (A) if the strata scheme has 20 lots or less, one,
  - (B) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
- (k) "strata scheme" means the strata scheme to which this by-law applies, and
- (l) "surplus of proxies" means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
  - (A) exceeds the proxy threshold for that person, or
  - (B) results in the proxy threshold being exceeded by that person,
- (m) "you" means the owner of a lot in the strata scheme.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,

- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) 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 Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) 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.

### **3. Rules Where Proxy Threshold Exceeded**

3.1 If a person has been given a surplus of proxies the person must make a proxy election.

3.2 A proxy election must be communicated by that person to the secretary of the owners corporation:

- (a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or
- (b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

3.4 If that person does not make a proxy election within the time stipulated by clause 3.2 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

3.5 A proxy election by that person or the chairperson must:

- (a) give priority to the earliest proxy appointment forms; and
- (b) result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.

3.6 Despite clause 3.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.

3.7 You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.

## **SPECIAL BY-LAW NO. 12 - MAJOR RENOVATIONS AND BUILDING WORKS (LOT 74)**

### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

## 2. Definitions

In this by-law:

"Lot" means Lot 74 in the Strata Scheme;

"Owner" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by G&M Consulting Engineers & Core Drilling to be carried out by other builders with details to be confirmed and included and dated 10<sup>th</sup> November 2016 attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being the core drilling to be carried out to the concrete slab for installation of a dental chair.

"Major Renovations By-Law" means Special By-Law No.9 - Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

## 3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

## 4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

- 4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

## Dee Why Medical centre

A8N: 98 516807 260

Shop 1A, 1-5 Dee Why Parade  
Dee Why NSW 2099  
Tel: (02) 9981 3111 Fax: (02) 9971 7279

10 November 2016

Building Manager  
Building 1-5, Dee Why Parade  
Dee Why NSW 2099

Dear Tony,

As discussed previously at the site, Dee Why Medical Centre is seeking for approval from strata to drill a 120mm core bore into the concrete slab. Work is carried out to the required specifications of the engineer in conjunction with the concrete slab scan.

Following an inspection with the engineer and concrete slab scanner, please see attached reports.

The locations and the scanning of the slab for power and cast-in reinforcement found that these conditions are suitable and therefore, the engineer has approved this core drilling provided it is carried out in accordance with the attached procedure.

If you require any further information please contact the Practice Manager - Heather Ng on 0421 565 787.

Yours Sincerely

Dr Kevin Ng Director  
MB.S8.BS(Medical), FRACGP



Core Drill GPR Concrete Scanning Coring  
GPR Concrete Scanning and Coring  
6/23-25 Searl Road  
Cronulla NSW 2230  
0414544479  
gprconcretescanning@gmail.com

IO: GCSC138720171106

Concrete Scan Report

6 Nov 2017

Client Site  
Dee Why Medical Centre  
Shop A, 1-6 Dee Why Parade, Dee Why  
Sydney NSW 2099  
Contact: Heather Ng (0421565787)  
Dee Why Medical Centre  
Shop A, 1-6 Dee Why Parade, Dee Why  
Sydney NSW 2099  
Contact: Heather Ng (0421565787)

Client PO# Dental chair Instrument #1 MALA CX GPR / 1.6GHZ-EM  
Client Reference Core hole penetration Instrument #2 RD7100 Wand  
Targets  PT  POWER  STEEL  CONDUIT  STRUCTURAL SCAN  VOIDING  
Site Markings  CRAYON  SPRAY MARKS  TAPE  TARGET STICKER  OTHER  
Job Start Job Finish

Information Summary

Scan suspended concrete slab for proposed core penetration to identify and mark steel reinforcement, PT and potential electrical hazards within concrete.  
Ground Penetrating Radar and EM scanner used.  
Conventional slab top steel reinforcement marked solid black line bottom steel reinforcement marked broken lines.  
Reo spacing irregular 90-180mm.  
No post tension cables detected in scanned areas.  
No live active power detected in scan area.  
Slab thickness approximately 210-250mm.  
Pin pointed location in underside of concrete exit 3.  
Core hole penetration marked in safest location to avoid as much reinforcement as possible.  
6/11/2017  
Onsite: 2 hours

Operator: Kieran Alder Phone: 0414544479

Whilst every effort will be made to identify potential hazards, the deployed technology does not necessarily identify all potential hazards. No representation or warranty is made to the effect that all risk is completely eliminated. Our service is to minimise your risk but we do not promise to eliminate risk. Please contact us for full disclaimer.

GPR Concrete Scanning and Coring, 6/23-25 Searl Road, Cronulla NSW 2230 Powered by Onsite.Report (1.1.0)

?  
Concrete Scan Report ID: GCSC138720171106

Page 2

Core Drill GPR Concrete Scanning Coring  
GPR Concrete Scanning and Coring, 6/23-25 Searl Road, Cronulla NSW 2230 Powered by  
Onsite.Report (1.1.0)

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G&M Consulting Engineers  
ABN 82 576 345 282

10/11/2016  
Dee Why Medical Practice  
Shop A, 1-5 Dee Why Parade,  
Dee Why, NSW  
C/O Heather Ng  
G&M Consulting Engineers Reference: 2016069

Dear Heather,

This letter is to certify that I have carried out a site inspection on 25th October to review the proposed core hole location.

This site inspection review was for 1x 120mm dia core hole within the consultation room as per figure 1 below.

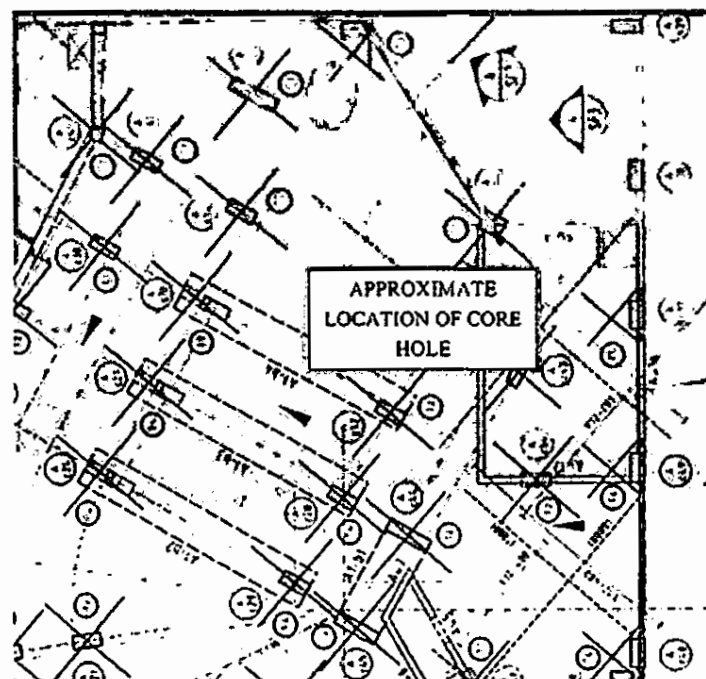


Figure 1 - Approximate location of shop A core hole

My inspection of the locations and the scanning of the slab for power and cast-in reinforcement found that these locations are suitable and therefore, I can approve this core drilling provided it is carried out in accordance with my attached procedure.

Shop A, 1-5 Dee Why Pde, Dee Why - Core Hole Procedure

1

G6H consulting Engineer.  
UU #2 6:18 10:52#2

The scanning found that there were no post tensioning cables through this slab. Any reference in my procedure to post tensioning can be Ignored.

This letter does not relieve the contractor or I, or other parties from their legal responsibilities for the work carried out during design review. I exercised a degree of skill, care and diligence normally exercised by Consulting Engineers in similar circumstances.

I am an appropriately qualified and competent person in this area and as such can certify that the concrete to the address above will comply with the above Australian Standards. I possess Indemnity Insurance to the satisfaction of the building owner or my principal.

Designer: Eliot Greenwood  
Business no: 0421399423  
Qualifications: MIE Aust.  
Address: 2/25 Seabeach Avenue, Mona Vale, NSW, 2103

Yours sincerely,

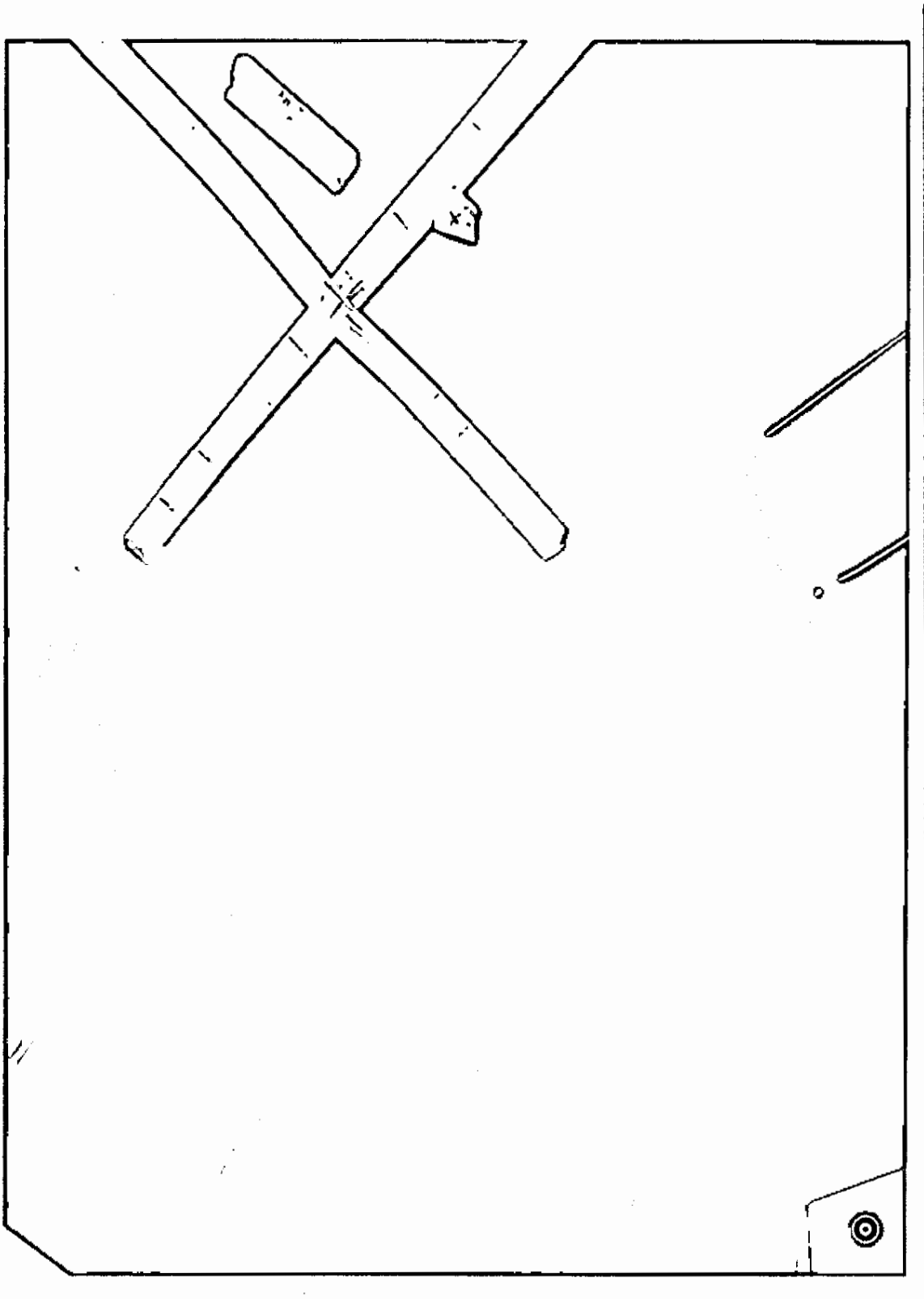
” (

Eliot Greenwood  
Director  
Ga.M Consulting Engineers

C:\M Concul~in9 Cn9inoor'  
ADII n\$26 ;),S 262

#### Core holes or slab penetration procedure

- Core holes are to be marked out on the top and underside of the slab in accordance with plans prior to inspection by engineer or scanning contractor.  
Clear visible access is to be provided to top and underside of slab for inspection purposes. (a ladder and clear access is to be provided to hind scan the underside of the slab)
  - All proposed core holes are to be scanned for reinforcement by an approved scanning contractor and the engineer, prior to core drilling.
  - Proposed locations of core holes are to be adjusted as required to ensure no reinforcement or post-tensioning cables are cut, once the slab is scanned.  
Pilot holes, 12mm dia to be drilled through slab to ensure no reinforcement is cut and that the core hole is located in the slab and not a structural beam. (The number of pilot holes depends on scanning investigation and type of reo).  
If the slab is post-tensioned and the cables have not been located by scanning, 5 pilot holes are to be drilled per core hole to ensure cables are not cut or damaged.
  - Cores are to be numbered and retained on site for review by the structural engineer prior to our issuing of final certification. Cores are to be marked top and bottom for inspection purposes.
  - No core holes smaller than 120 dia have been approved.  
No core holes are to penetrate through slab beams. This is critical, if the initial pilot hole drilled through the slab shows the slab to be thicker than 250mm further investigation and testing will be required.  
No core holes are to be within 1.5m of a column support unless approved.
  - Core holes are NOT to be stacked together in small localized areas.
- 
1. If any of the above items are not achieved, a second site inspection by G&M Consulting may be required to provide further investigation prior to coring
  2. G&M Consulting do not have sufficient scanning equipment to detect and differentiate between top, bottom and post tensioning reinforcement or to determine slab thickness. We recommend a suitable scanning contractor be engaged if the slab is post tensioned or access to the underside is limited.
  3. G&M Consulting will provide structural certification that the slab and the building framing have not been compromised by the core holes, after our initial inspection and review of the core samples after drilling.
  4. It is the responsibility of the contractor to make the client &/or engineer aware if there is any indication during the coring procedure that there may be a post tension stressing duct in the slab at this location. The noise of the cutting would differ when cutting into the steel duct and the force to pass through would increase.





Heavy Duty Plumbing Pty Ltd  
ABN: 66 159 325 005  
License No.: 250747c  
Unit C7 / 101 Rookwood Rd,  
Yagoona NSW 2199  
1800 437 586

DATE: 7/11/17

**QUOTATION**

To : DEE WHY MEDICAL CENTRE

Description	Amount
XRAY SCAN & CORE HOLE SUSPENDED SLAB	\$380.00
1) 50mm trapped waste. ( there is a waste line to connect into just under the slab next to where the penetration will be.)	\$1,100.00
2) 50mm vacuum line run from this point to the plant room approximately 11,m away. This should be done using normal DWV but for 90 degree elbows use 2 x 45's to help get a good flow.	
3) 1/2 coper air line run back to the pant room again aprox 11m	
4) Cold water line finished with a 1/2 BSP Inch male thread. I know there is a water supply to the existing sink in the room but not sure where the dosest water under the slab is located.	
5) Once under the slab there are at least 2 walls that will also need to be cored through to get across to the plant room so the total number of core holes will be about 3.	
6) The supply's and installs the new cabinetry will be done by others then the existing sink and tap hard ware from the existing unit will need to be refitted to the new benchtop.	
<b>TOTAL Excluding GST</b>	<b>\$1,480.00</b>

Quotation specifically excludes:  
\* Painting of Pipework

Quotation has been reviewed and approved by:

Charlie Tannous

Director

info@heavydutyplumbing.com.au

www.heavydutyplumbing.com.au



Contact: Cairina Ireland  
Direct Line:  
Your Ref:

**Retail Business Insurance**

Level 6, 388 George Street  
SYDNEY NSW 2000

Date: 10 July 2017  
000

Reply Paid 0871, SYDNEY NSW 2001  
Telephone: 132 818  
Facsimile: 1900 367 310



HEAVY DUTY PLUMBING  
Unit C7/101  
Rookwood Rd  
YAGOONA NSW 2199

Dear Sir/Madam,

**Certificate of Currency**

This Certificate of Currency confirms the details of the Business Insurance Policy as of the issue date. This document is prepared for your information only. The risk details stated below are limited and may not reflect all covers selected by you. For full details about the Terms and Conditions of your policy please refer to your current Certificate of Insurance and the Business Insurance Product Disclosure Statement and Policy Booklet.

Item	Details
Policy Number	BP 2568611 / MSA
Type of Policy	Business Insurance Policy
Insured Names	HEAVY DUTY PLUMBING PTY LTD T/as HEAVY DUTY PLUMBING

**Interested Parties**

Period of Insurance 23/7/2017 to 4pm 23/7/2018

<i>What's Insured</i>	<i>Sum Insured</i>
Broadform Liability (Public and Product Liability)	\$20,000,000
Risk Address: As per Territorial Limits	

**Contact us**

If you have any questions or need more information, please call us on 132818.

Yours faithfully,

Keira Warren  
Sales & Service Manager

CMLCOCA

### **SPECIAL BY-LAW 13- NO SMOKING**

1. For the purposes of this by-law:
  - (a) "smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited;
  - (b) "the property" means all lots and the common property of the strata scheme;
  - (c) an owner of a lot, and a director or shareholder of a corporate owner shall be an occupier of that lot if he or she resides in the lot.
  
2. An owner or occupier of a lot must not smoke, or allow anyone else to smoke, within a lot or the common property.
  
3. If a person, not being an owner or occupier of a lot, smokes in the lot the occupier of the lot breaches this by-law unless:
  - (a) the occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot; or
  - (b) upon becoming aware that the person was smoking in the lot, the owner or occupier asked the person smoking to cease smoking immediately or to leave the property immediately, and the person did so.
  
4. If a person, not being the owner or occupier of a lot, smokes in the common property, the person, being an owner or occupier of a lot, who invited that person into the common property or with whose permission the person remains on the common property breaches the by-law unless:
  - (a) he or she did not know, or could not reasonably be expected to have known, that the person was smoking in the common property; or
  - (b) upon becoming aware that the person was smoking in the common property the owner or occupier asked the person smoking to leave the property immediately, and the person did so.

### **OPTIONAL ADDITIONAL CLAUSES:**

5. This by-law does not prohibit smoking within the property by a person who, on the basis that the person smoked regularly before this by-law was made, has obtained the consent of the owners' corporation in writing to smoking, provided:
  - (a) the person resides in the property;
  - (b) the person does not smoke within the building or at a location visible from a public street;
  - (c) the smoke generated by the person's smoking is not discernible in a lot, and does not enter any air conditioning serving the building;
  - (d) the person does not smoke in or near an area in which clothes dry or children play;
  - (e) the person complies with any other conditions that the Owners' Corporation may place upon its consent.
  
6. The owners' corporation may place conditions upon a consent given by it pursuant to paragraph 5. The recipient of the owners' corporation's consent must comply with such conditions.