

# By-Laws

Plan 15930

1 Waruda Street  
KIRRIBILLI NSW 2061

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## **By-Law 1 Noise**

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

## **By-Law 2 Vehicles**

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

## **By-Law 3 Obstruction of common property**

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

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

An owner or occupier of a lot must not:

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

## **By-Law 5 Damage to common property**

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
2. An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
3. This by-law does not prevent an owner or person authorised by an owner from installing:
  - a. any locking or other safety device for protection of the owner's lot against intruders, or
  - b. any screen or other device to prevent entry of animals or insects on the lot, or
  - c. any structure or device to prevent harm to children.
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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

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

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

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

### **By-Law 8** **Behavior of invitees**

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

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

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

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

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

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

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

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### By-Law 12

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

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

### By-Law 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.

### By-Law 15

#### Garbage disposal

An owner or occupier of a lot:

- a. must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- b. must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- c. for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- d. when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
- e. must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- f. must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

### By-Law 17

#### Appearance of lot

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

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### **By-Law 18** **Notice board**

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

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

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

### **By-Law 21** **Moving furniture**

21.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless:

- a. at least 72 hours written notice has first been given to the Strata Committee or a person nominated by the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the owner or occupier does so, and
- b. a bond in the sum of \$1000.00, or such other amount as may be determined from time to time by the owners corporation, has been paid to the Owner's Corporation by direct deposit to the Strata Trust account through Strata Manager.

21.2 The transportation of any large or heavy furniture or large or bulky object or domestic white goods through or on common property within the building must only occur between the hours of 7.30 am - 4.00 pm on Monday to Friday and between 9.00 am-4.00 pm on Saturday, Sunday and public holidays or during such other times as the Owners' Corporation may resolve to permit, so as to enable the Strata Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

21.3 Any large or heavy furniture or large or bulky object or domestic white goods must only be transported into the building and delivered to a lot or any part of the common property via the eastern concrete stairwell (which is to the left of the entry door when entering the building) and not via any lift. If the lift is to be used for the transporting of boxes or any other item, other than furniture or large objects, then the protective blue curtains must be hung in the lift. The lift curtains are to be found in the cupboard on the right-hand side of the main entry doorway, and must be replaced there as soon as the lift no longer required.

21.4 The Owners' Corporation may use the bond paid by the owner or occupier, or any part of it, to pay the costs incurred by the Owners' Corporation:

- a. in having the nominee of the Strata Committee present at the time when the owner or occupier transports any heavy furniture or large or bulky object or any domestic white goods through or on common property within the building,
- b. in repairing or making good any damage caused to the common property during the transportation, or
- c. in cleaning the common property as a result of the transportation, and

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d. arising out of any breach of this By-law by the owner or occupier; and the owners and occupiers consent to the owners corporation using the bond, or any part of it, for any of these purposes.

21.5 The Owners' Corporation must refund the bond, or the balance of it, to the owner or occupier who paid it as soon as:

- a. it is satisfied that the common property through which the relevant furniture or large or bulky object or domestic white goods was transported has not been damaged or left unclean as a result of the transportation, or
- b. any such damage or uncleanliness has been made good or cleaned.

21.6 The Owners' Corporation may recover from an owner or occupier as a debt any costs the Owners' Corporation incurs arising out of or as a result of any breach of this by-law by the owner or occupier including (without limitation) costs due to the owner or occupier's failure to give at least 72 hours' prior notice of his or her intention to transport any furniture or large or bulky object or any domestic white goods through or on common property within the building or use of the lift to transport any furniture or large object or failure to install the protective lift curtains in the lift when transporting boxes or any other items, other than heavy furniture or large or bulky objects or domestic white goods.

21.7 In the case of an owner, the Owners' Corporation may record any costs which it is entitled to recover from the owner as a debt on levy notices sent to the owner, the levy register for the owner's lot and in certificates issues in respect of that lot under section 184 of the Strata Schemes Management Act 2015.

### By-Law 22

#### 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 documents is sent to that address.

### Special By-Law 1 Renovations

#### 1. Introduction

- 1.1 This by-law sets out the rules you must follow if you intend to carry out renovations to your apartment or a common area in the building.
- 1.2 You must comply with this by-law.
- 1.3 If you do not comply with this by-law the owners corporation may take action against you. This may result in your renovations being removed or a penalty being imposed on you.

#### 2. Definitions & Interpretation

In this by-law:

"apartment" means a lot in the strata scheme,  
"building" means the apartment building situated in the strata scheme, "common area" means the common property in the strata scheme,  
"renovations" means any work involved in the making of alterations or additions to an apartment or a common area, or both, including, but not limited to:

- the refurbishment or fit out of part of an apartment such as a kitchen or bathroom,

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- including the replacement of fixtures and fittings such as cabinetry,
- the alteration or demolition of a structural wall or vertical structural member within the building,
  - the replacement of floor tiles or the installation of a new floor in an apartment, or
  - the replacement of a window or door on the boundary of an apartment,

but excluding minor works such as the replacement of carpet in an apartment, the painting of an apartment or the hanging of pictures or art works on the walls of an apartment, "strata scheme" means the strata scheme based on Strata Plan No. 15930, and "you" means an owner of an apartment and includes your successors in title.

## 3. Renovations Approval Process

### 3.1 Renovations Require Approval

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

### 3.2 The Approval Process

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval for the 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, and it must contain:

- a. Your name, address and telephone number,
- b. Your apartment and lot number,
- c. A description of the renovations, including scope of works and estimated cost,
- d. Drawings, plans and specifications for the renovations, and
- e. Your written consent to this by-law.

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

3.2.4 The owners corporation may:

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

3.2.5 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 Renovations

### 4.1 Before the Renovations

4.1.1 Before commencing the renovations, you must:

- a. Prior Notice give the owners corporation at least 7 days' notice,
- b. Local Council Approval if required by law, obtain the approval of the Local Council for the renovations and a construction certificate for the 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 principal contractor who will carry out the renovations holds a current:

- i. licence,

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- ii. all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- iii. workers compensation insurance policy, and
- iv. home warranty insurance policy under the Home Building Act 1989 for the renovations (if required by law),

d. Engineer's Report

give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not affect the structural integrity of the building or any part of it (if the renovations may have an impact on the structural integrity of any part of the building), and

e. Dilapidation Report

give the owners corporation a dilapidation report which must include photographs prepared by a qualified building consultant (or by you, with the owners corporation's consent) with respect to the condition of the common areas and apartments on the same level of the building as your apartment and (if required by the owners corporation) the common areas and apartments on the levels of the building immediately above and below your apartment.

f. Payment of bond

where required by the owners corporation, pay a bond to the owners corporation in an amount reasonably determined by the Owners Corporation and notified to you (which amount may not exceed \$5,000.00), to be held by the owners corporation in accordance with the conditions of this by-law (especially clause 4.5). The bond shall be paid to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation.

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 renovations and if you have already begun the renovations you must immediately stop them.

### 4.2 During the Renovations

During the renovations you must:

a. Standard of Workmanship

ensure the renovations are carried out in a proper and workman like 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. Time for Completion of Renovations

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

c. Appearance of Renovations

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

d. Quality of Renovations

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make certain the renovations are built in accordance with any specifications for them and that the renovations 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),

e. Variation to Renovations

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

f. Supervision of Renovations

ensure that the 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,

g. Noise During Renovations

ensure the 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,

i. Debris

ensure that any debris is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

j. Storage of Building Materials on Common Areas

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

k. Protection of Building

- i. protect all areas of the building outside your apartment which are affected by the renovations (including the lift) from damage, the entry of water or rain and from dirt, dust and debris relating to the renovations and ensure that all common areas, especially the walls, floors and carpets, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- ii. keep all areas of the building affected by the renovations structurally sound during the renovations,
- iii. make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed,

l. Daily Cleaning

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

m. Times for Renovations

ensure that the renovations are only carried out between 8.00am - 4.00pm Monday-

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Friday (excluding public holidays),

n. 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 8.00am - 4.00pm Monday-Friday and that 24 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,

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 48 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. Vehicles

ensure that no contractor's vehicles obstruct the common 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,

q. Costs of Renovations

pay all costs associated with the renovations, and

r. Access for Owners Corporation Engineer

give any engineer or other contractor nominated by the owners corporation access to your apartment for the purpose of inspecting or supervising the renovations or preparing a report in relation to the impact which the renovations may have on the structural integrity of the building.

### 4.3 After the Renovations

After the renovations have been completed, you must:

a. Notify the Owners Corporation

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

b. 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 renovations and the occupation of your apartment and give copies of them to the owners corporation,

c. Restore the Common Areas

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

d. Provide an 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 renovations have been completed in a manner that will not affect the structural integrity of

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the building or any part of it.

### 4.4 Enduring Obligations

You must:

a. Maintenance of Renovations

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

b. Prevent Excessive Noise

ensure that any equipment forming part of the renovations (for example, an air-conditioner) or any fixtures or fittings that are installed during the renovations (for example, a new floor) do not create or transmit any noise that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

c. Repair Damage

repair any damage to another apartment or the common areas caused by the renovations,

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 renovations, the altered state or use of any of the common areas arising from the renovations, or a breach of any condition of this by-law by you,

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 renovations (for example, the conditions of the Local Council's approval for the renovations or fire safety laws).

### 4.5 Bond

The owners corporation will be entitled to apply any 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 the common area or any other lot as a result of your renovations, or
- b. cleaning any part of the common area as a result of your renovations,

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

### 5.0 Breach of this By-Law

5.1 If you breach any condition of this by-law and fail to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- a. rectify the breach,
- b. enter on any part of the building, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 for the purpose of rectifying the breach,

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- 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.

## 6.0 Approvals

If authorised by law, the executive committee may grant an approval for your renovations under this by-law.

## 7.0 Exclusive Use or Special Privileges By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 52 or 65A of the Strata Schemes Management Act 1996 for or in relation to your renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your renovations or otherwise, a separate by-law to be made under section 52 or 65A of the Strata Schemes Management Act 1996 to approve your renovations.

## Special By-Law 2 Renovations (lot 32)

### 1. Introduction

This by-law gives the owner of lot 32 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

### 2. Definitions

In this by-law:

"letter" means the letter from Mayfair Design Consultants to North Sydney Council dated 10 July 2014 attached to this by law,

"lot" means lot 32 in Strata Plan No. 15930,

"notes" means the schedules of work and other notes on the plans,

"owner" means the owner for the time being of the lot (being the current owner and all successors),

"plans" means the plans of Mayfair Design Consultants drawing no.'s WS-01, WS-02 & WS-03 attached to this by-law,

"specifications" means the specifications for the works prepared by Mayfair Design Consultants dated May 2014 attached to this by-law, and

"works" means the alterations and additions to the lot and the adjacent common property described in the letter, notes and specifications and described and shown in the plans generally being the:

- removal and construction of new internal walls in the lot and the installation of support beams,
- removal and replacement of the kitchen, laundry and bathroom fit outs in the lot,
- removal and replacement of floor tiles in the entry area, kitchen, laundry and bathroom in the lot,
- installation of new doors in the lot, and
- refurbishment and redecoration of the interior of the lot.

### 3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

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- a. authorises the works,
- b. confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and
- c. grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

### 4. The Conditions

#### 4.1 Before the Works

##### a. Planning Approvals

Before commencing the works, the owner must obtain and give the owners corporation copies of all planning approvals and certificates from North Sydney Council under the Environmental Planning and Assessment Act 1979 which are required to permit the works to lawfully commence.

##### b. Insurance Certificates

Before commencing the works, the owner must give the owners corporation a copy of the certificates of currency for the home warranty insurance policy under the Home Building Act 1989 and the all-risk insurance policy of the contractor to be engaged on the works which all-risk policy must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation.

##### c. Engineer's Certificate

Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that the part of the works involving the removal and construction of new internal walls in the lot with the installation of support beams will be structurally adequate and will not affect the structural integrity of the building or any part of it.

##### d. Dilapidation Report

Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a dilapidation report in respect of all areas of the lot, and any areas of the common property or any other lot reasonably requested by the owners corporation. The dilapidation report must include a photographic record of all of the areas which need to be included in the report.

##### e. Costs of this By-Law

Before commencing the works, the owner must pay all of the costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

#### 4.2 During the Works

##### a. Quality of the Works

The works must be carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

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b. Licensed Contractors

All contractors engaged on the works must be appropriately qualified and licensed and insured under the Home Building Act 1989.

c. Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with the letter, notes, plans and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

d. Time for Completion of the Works

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

e. Work Hours

The owner must ensure that the works are only carried out between the hours permitted by North Sydney Council or, if the Council does not prescribe any work times, between 8.00am - 4.00pm on Monday - Friday.

f. Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

g. Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

h. Debris

The owner must ensure that any debris associated with the works is removed daily and disposed of elsewhere and not placed in the bins or on common property at 1 Waruda Street and otherwise strictly in accordance with any reasonable directions given by the owners corporation.

i. Protection of Building

The owner must protect the common property that is affected by the works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction materials, equipment and debris are transported over it.

j. Daily Cleaning

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

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k. Storage of Building Materials on Common Areas

The owner must make sure that no building materials are stored on the common property.

l. Times for Operation of Noisy Equipment

The owner must make sure that 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a written notice at the entry attached by Blutac not tape on or in a conspicuous place near the entrance door to the building.

m. Cost of the works

The owner must pay all costs associated with the works.

### 4.3 After the Works

a. Completion Notice

Immediately upon completion of the works the owner must notify the owners corporation in writing that the works have been completed.

b. Restoration of Common Property

Within four weeks after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

c. Engineer's Certificate

Within four weeks after completion of the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that the part of the works involving the removal and construction of new internal walls in the lot and the installation of support beams is structurally adequate and has not affect the structural integrity of the building or any part of it.

d. Planning Certificates

As soon as practicable after completion of the works, the owner must, at the owner's own cost, give the owners corporation a copy of any certificate or other document that must be issued upon or after completion of the works under Part 4A of the Environmental Planning and Assessment Act 1979 including any necessary occupation certificate or compliance certificate.

### 4.4 Enduring Obligations

a. Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

b. Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

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c. Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

d. Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

e. Connection of Utilities

In the event that electricity, water or any other service is connected to the works and the existing service to the lot is separately metered and charged to the account of the owner then the owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the owner.

f. Insurance

The owner must take out insurance in respect of damage to property, death or bodily injury for which the owner could become liable in damages as a result of the works for a cover of not less than \$10,000,000 for each event in respect of which any claim or claims may be made.

g. Indemnity

The owner will 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 works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

h. Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works (for example, the conditions of complying development certificate no. Z120/14 issued by North Sydney Council in relation to the works).

### 5. Breach of this By-Law

- a. If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
  - i. rectify that breach,
  - ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 for the purpose of rectifying that breach, and
  - iii. recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
- b. 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.

## Special By-Law 3 Keeping of animals

### 1. Introduction

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This by-law sets out rules concerning the keeping of animals in the building. You must comply with this by-law.

## 2. Definitions

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. "aquarium" means an aquarium not exceeding 200 litres capacity;
- c. "bond" means the sum of \$500 or such other reasonable amount determined from time to time by the owners corporation;
- d. "building" means any building in the strata scheme;
- e. "common property" means the common property in the strata scheme including the common property inside and outside any building;
- f. "dangerous dog" means a dog that is dangerous or menacing within the meaning of the Companion Animals Act 1998 and any regulations made under that Act;
- g. "lot" means a lot in the strata scheme;
- h. "occupier" means an occupier of a lot;
- i. "owner" means an owner of a lot;
- j. "owners corporation" means the owners corporation of the strata scheme;
- k. "regulation" means clause 36A of the Strata Schemes Management Regulation 2016;
- l. "strata committee" means the strata committee of the owners corporation;
- m. "strata scheme" means the strata scheme to which this by-law applies; and
- n. "you" means an owner or occupier.

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. if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this 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. Animals Require Approval

3.1 Subject to section 139(5) of the Act, you must not, without the prior written approval of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the common property.

3.2 Subject to section 139(5) of the Act, you must ensure that your invitees do not bring any animal to your lot or the common property without the prior written approval of the owners corporation.

## 4. Applying for Approval to Keep Animals

4.1 If you want to keep an animal (except a small caged bird or fish kept in a secure aquarium on a lot) on a lot or the common property, you must make an application in writing to the owners corporation for approval to

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keep the animal on the lot or the common property.

4.2 Your application must be made on any pet application form that has been approved by the owners corporation (such as the form attached to this by-law) and sent to the strata managing agent or, if there is none, to the secretary of the owners corporation.

4.3 Your application must contain:

- a. your name, lot number, address and telephone number;
- b. a description of the animal you wish to keep on the lot or common property including:
  - i. the type and breed of the animal;
  - ii. the size of the animal including its current weight and height and its anticipated weight and height when fully grown;
  - iii. the age of the animal;
  - iv. details of the temperament of the animal;
  - v. (in the case of a cat or dog) details of the registration of the animal with the local council and of any microchipping of the animal;
  - vi. (in the case of a cat or dog) details of all immunisations of the animal;
  - vii. a photograph of the animal;
- c. (in the case of a cat or dog) at least two references concerning the character, temperament and behaviour of the animal provided by another person such as the animal's veterinarian;
- d. (in the case of an application by an occupier who is not an owner) the written consent of the owner of the lot to the application.

4.4 The owners corporation may request that you provide additional information to supplement the information included in your application.

### 5. Deciding an Application for Approval to Keep Animals

5.1 The owners corporation may:

- a. approve your application for approval to keep an animal on the lot or the common property (with or without conditions); or
- b. withhold its approval of the keeping of the animal on the lot or the common property; but it must not act unreasonably when doing so.

5.2 Without limiting clause 5.1, it will be reasonable for the owners corporation to withhold its approval of the keeping of animal on the lot or the common property if the keeping of the animal will unreasonably interfere with another occupier's use and enjoyment of the occupier's lot or the common property including if the animal is a dangerous dog or any of the circumstances set out in the regulation apply.

5.3 The owners corporation may revoke any approval to keep an animal on the lot or the common property it issues under this by-law in the event that you breach this by-law but it must act reasonably when doing so.

5.4 Without limiting clause 5.3, it will be reasonable for the owners corporation to revoke an approval it issues under this by-law if the keeping of the animal unreasonably interferes with another occupier's use and enjoyment of the occupier's lot or the common property including if the animal is a dangerous dog or any of the circumstances set out in the regulation apply.

5.5 Any approval issued by the owners corporation under this by-law relates to the animal(s) that is the subject of your application for approval and does not relate to, benefit or bind any other animal or any other owner or occupier including your successors.

5.6 Any approval issued by the owners corporation under this by-law will expire on the death of the animal to

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which the approval relates.

### 6. Rules for Keeping Animals

If you keep or obtain the prior written approval of the owners corporation to keep an animal on a lot, then you must:

- a. (notification) notify the owners corporation that the animal is being kept on the lot and when the animal is no longer kept on the lot;
- b. (bond) before keeping the animal on the lot, pay a bond to the owners corporation;
- c. (location of animal) keep the animal within your lot and ensure that the animal is not kept in and does not remain on the common property other than for the purposes of entering or exiting your lot via that common property;
- d. (animal on common property) carry the animal or ensure that the animal is adequately tethered to a leash when it is on the common property;
- e. (prohibition on tethering) not chain or tether the animal to the common property at any time;
- f. (prohibition on nuisance) ensure that the animal does not cause a nuisance or hazard to or unreasonably disturb or interfere with the use or enjoyment of the owner or occupier of another lot or any person on the common property;
- g. (prevention of damage) ensure that the animal does not cause any damage to any lot or the common property;
- h. (identification of animal) (in the case of a cat or dog) ensure the animal is appropriately identified by a tag attached to a collar on the animal or by other appropriate means and that such identification includes the name of the animal, a telephone number for a contact person for the animal and the number of the lot in which the animal lives;
- i. (registration of animal) (in the case of a cat or dog) ensure the animal remains at all times registered with the local council and microchipped and that its immunisations are kept current;
- j. (care of animal) ensure the animal is properly cared for and (in the case of a cat or dog) regularly groomed and treated for fleas, worms and other parasites;
- k. (cleaning) take such action as may be necessary to immediately clean all areas of the lot or common property that are soiled by the animal;
- l. (disposal of waste) place any faeces of the animal in a bag that is securely wrapped (so as to prevent spills or odours) and placed in a garbage bin;
- m. (maintenance of animal enclosures) properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace any enclosure or structure (such as an aquarium or cage) in which you keep the animal;
- n. (preventing spills) not spill water or allow water to leak from any aquarium in which any fish are kept by you;
- o. (indemnity) indemnify the owners corporation against any loss or damage (including costs and expenses) it incurs or suffers or any claims that are made against it arising out of or as a result of the keeping of the animal in your lot, anything done by the animal including any injury or damage caused by the animal or any breach of this by-law by you including any costs the owners corporation incurs cleaning any area of common property that is soiled or made dirty by the animal or repairing any damage to the common property caused by the animal;
- p. (payment) pay to the owners corporation any reasonable amount that is due and payable under the indemnity provided by you under the previous sub-clause of this by-law when requested to by the owners corporation (which amount the owners corporation may recover from you as a debt);
- q. (compliance with approval conditions and laws) comply with any conditions of approval issued by the owners corporation and any laws applicable to the keeping of the animal including the Companion Animals Act 1998.

### 7. Bond

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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 the common property by your animal; or
- b. cleaning any part of the common property that is soiled or made dirty by your animal; and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation (and it is the case) that the animal is no longer kept in the building.

### 8. Assistance Animals

If you keep an assistance animal on a lot you must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

### 9. Role of Strata Committee

The strata committee may make any decision for and on behalf of the owners corporation under this by-law.

Annexure below

## **Special By-Law 4 Prohibiting Illegal uses (including unlawful short term accommodation)**

### 1. Introduction

1. This by-law prohibits you from using your unit for an illegal purpose such as for short term accommodation for commercial gain.
2. You must comply with this by-law.
3. If you do not comply with this by-law the owners corporation may take action against you.
4. This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

### 2. Definitions

In this by-law:

"Council" means North Sydney Council and any successor;

"LEP" means the North Sydney *Local Environmental Plan 2013* including any amendment of it and any planning instrument replacing it;

"lot" means a lot in the strata scheme;

"permissible short term accommodation" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

"prohibited short term accommodation" means occupation of a lot, or part of a lot, by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

"strata scheme" means the strata scheme based on Strata Plan No. 15930;

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"unlawful short term accommodation" means permissible short term accommodation without the consent of the Council and prohibited short term accommodation; and

"you" means an owner, occupier or lessee of a unit.

### **3. Prohibiting Illegal Uses**

You must ensure that your lot is not used for any purpose that is prohibited by law or the LEP or that requires approval or authorisation of an authority including the Council or under any law or the LEP without that approval or authorisation.

### **4. Use of Lots as Domiciles**

You must ensure that your lot is only used as a permanent dwelling or domicile unless you are lawfully able to use your lot for another purpose, or you obtain Council approval to use your lot for another purpose, in which case you may use your lot for that other purpose.

### **5. Prohibiting Unlawful Short Term Accommodation**

1. You must not use your lot, or allow your lot to be used, for unlawful short term accommodation.
2. You must take all reasonable steps to ensure that your lot is not used for unlawful short term accommodation.

### **6. Prohibiting Advertising of Illegal Uses**

You must ensure that your lot is not advertised or promoted including but not limited to on Airbnb, Stayz, HomeAway or Booking.com for any use which is prohibited by this by-law.

### **7. Restriction on Occupancy Numbers**

You must ensure that your lot is not occupied by more persons than are allowed by law to occupy the lot.

## **Special By-Law 5**

### **No smoking**

1. An owner or occupier of a lot must not smoke a cigarette, cigar, pipe or other similar device on any part of the common property, including the common property garden area.
2. An owner or occupier of a lot must not allow any person over whom the owner or occupier has control, including a guest or invitee of the owner or occupier, to smoke a cigarette, cigar, pipe or other similar device on any part of the common property, including the common property garden area.
3. An owner or occupier of a lot, or a person over whom the owner or occupier has control (including a guest or invitee of the owner or occupier) must ensure that smoke caused by the smoking of tobacco or any other substance on a lot does not penetrate to the common property or to any other lot.

## **Special By-Law 6**

### **Lot 16 renovation works and exclusive use**

#### **1. Definitions**

In this by-law

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1. **Authority** means any municipal, government or other authority having control over the generating of approvals for and in respect of the Land.
2. **Bond** means a bond payable by the Owner to the Owners Corporation as security for the proper carrying out of the Renovation Works, not to exceed \$5,000.
3. **Common Property** means the common property located in and forming part of the Strata Plan.
4. **Exclusive Use Area** means those parts of the Common Property necessary and required to keep the Renovation Works.
5. **Insurance** means:
  1. workers compensation insurance as applicable; and
  2. public liability insurance relating to claims for death, injury, accident or damage occurring during or in connection with the works for a minimum coverage amount of \$20,000,000; and
  3. insurance under the Home Building Act 1989 as applicable
6. **Land** means the whole of the land containing the Strata Plan including lots and the Common Property.
7. **Lot** means lot 16 in the Strata Plan.
8. **Owner** means the owner of the Lot from time to time.
9. **Owners Corporation** means the owners corporation of Strata Plan no. 15930.
10. **Renovation Works** means the works the Owner intends to undertake to the Lot and the common property as set out in the Scope of Works and the plans of Keller-Arc dated February 2017 attached to this by-law at Annexure 1.
11. **Strata Committee** means the strata committee of the Owners Corporation.
12. **Strata Plan** means the strata plan registration number 15930

### 1. Interpretation

- a. In this by-law any terms used have the same meaning as in the Strata Schemes Management Act 2015.
- b. In this by-law, all references to legislation include references to all amending and replacing legislation.
- c. In construction of this by-law, references to the singular includes the plural and any reference to a gender includes all other genders.
- d. Headings are inserted for ease of reference only.

### 2. Rights Granted

Subject to compliance with the conditions of this by-law, the Owner is authorised to carry out the Renovation Works and the Owner is granted the exclusive use of the Exclusive Use Area.

### 3. Terms and Conditions

#### 3.1 Conditions Precedent

It is a condition of the Owners Corporation's consent to this by-law that the Owner must obtain and provide the following items to the Owners Corporation before the Renovation Works commence:

- a. evidence of Insurance in force for the full period of the works and where applicable noting the Owners Corporation's interest on the policy;
- b. a complete copy of the development application for the Owners Corporation to sign and execute;
- c. a complete copy of the construction certificate application for the Owners Corporation to sign and execute;
- d. a copy of the construction certificate plans and consent to the Owners Corporation;
- e. a report from a structural engineer, approved by the Strata Committee, as to the effect of the Renovation Works on the structural integrity of the building;

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- f. at least seven (7) days prior notification to the Strata Committee of the intended date for commencement of the Renovation Works;
- g. evidence of payment of the Bond;
- h. a dilapidation report containing photos and advice as to the condition of the common areas, the condition of the apartments on the same level as the Lot and if required by the Strata Committee, the condition of the apartments on the levels directly above and below the Lot; and
- i. evidence of registration of this by-law in accordance with section 141 of the Strata Schemes Management Act 2015.

### 3.2 Conditions during Renovations Works

While the Renovation Works are taking place, the Owner must:

- a. only use suitably qualified and licensed tradespeople and provide their licences, insurance and contact details to the Strata Committee before each of them commences work;
- b. carry out the Renovation Works only between the hours of 8am to 4pm Monday to Friday, excluding public holidays;
- c. transport goods and materials through the Common Property only in the manner directed by the Owners Corporation or the Strata Committee noting that goods and equipment may be required to be transported by the eastern concrete stairwell and the use of the lifts may be prohibited;
- d. protect all parts of the Strata Plan outside the Lot from possible damage as directed by the Strata Committee including if required, installation of floor coverings and lift curtains;
- e. keep all areas of the Strata Plan outside the Lot free from all debris and remove rubbish from the Lot and the Strata Plan daily or when directed to do so by the Strata Committee;
- f. remove all building materials and equipment from the Common Property daily;
- g. provide 24 hours prior written notice on the noticeboard for the Strata Plan of the intended use of any noisy equipment and only use that noisy equipment between the hours of 8am – 4pm Monday to Friday, excluding public holidays;
- h. provide 48 hours prior written notice on the noticeboard for the Strata Plan of the likely interruption to services and ensure that any interruption to services takes place for as short a time as possible;
- i. ensure no vehicles including contractors or delivery vehicles obstruct the Common Property;
- j. provide access to an engineer or other contractor of the Owners Corporation to inspect the Lot regularly during the Renovation Works and if the Owners Corporation consider necessary, to supervise the Renovation Works;
- k. ensure the Renovation Works do not cause disruption including noise likely to disturb the peaceful enjoyment of other owners and occupiers;
  - l. complete the Renovation Works within a period of 2 months from their commencement or within such other time frame as approved by the Owners Corporation; and
- m. ensure the Renovation Works do not cause damage to another lot, the Common Property or the personal property of an owner, occupier or the Owners Corporation and if so, ensure any damage is rectified as soon as possible and before completion of the Renovation Works.

### 3.3 Conditions on completion of Renovation Works

3.3.1 Once the Renovation Works are complete the Owner must:

- a. notify the Owners Corporation that the Renovation Works are complete;
- b. obtain and provide to the Owners Corporation the approvals of and certifications from all relevant Authorities;

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- c. if applicable, notify the Owners Corporation that all damage to lot property, the Common Property or personal property has been fully rectified;
- d. if the Renovation Works include waterproofing, provide to the Owners Corporation a 5 year warranty of fitness of materials and workmanship given by the waterproofing applicator who must be a qualified and licensed waterproofing applicator;
- e. provide a final dilapidation report to the Owners Corporation containing photos and advice as to the condition of the common areas, the condition of the apartments on the same level as the Lot and if required by the Strata Committee, the condition of the apartments on the levels directly above and below the Lot;
- f. comply with any requirement to lodge a building alteration plan in accordance with section 19 of the Strata Schemes Development Act 2015; and
- g. if applicable, provide a report from a structural engineer as to the effect of the completed Renovation Works on the structural integrity of the building.

3.3.2 The continuing and enduring conditions of this by-law are that the Owner:

- a. must repair and maintain the Exclusive Use Area and continue to keep the Renovation Works and the Exclusive Use Area in a good state of condition and repair;
- b. remains liable for and must rectify and repair any damage to lot property or Common Property arising out of or in connection with the Renovation Works;
- c. must ensure that the Renovation Works do not cause excessive noise likely to disturb the peaceful enjoyment of another occupier;
- d. must renew and replace the Renovation Works when necessary or if required to do so by the Owners Corporation;
- e. if applicable, must ensure that the flooring of the Lot is treated to an extent sufficient to prevent the occurrence of noise to a level that may disturb an owner or occupier of another lot;
- f. must pay the costs of the Owners Corporation for the drafting, making and registering of this by-law; and
- g. indemnifies the Owners Corporation for any costs, losses or damage arising out of or in connection with the Renovation Works and the Exclusive Use Area.

### 3.4 Refund of Bond

Upon completion of the Renovation Works and compliance with the terms of this by-law, the Owners Corporation will refund the Bond to the Owner, less any amounts that the Owners Corporation have decided, in their discretion, were required to be used for the payment of repair and cleaning of Common Property costs over the period of the Renovation Works.

Annexure below

## Special By-Law 7 Lot 35 renovation works and exclusive use

### 1. Definitions

In this by-law

- a. **Authority** means any municipal, government or other authority having control over the generating of approvals for and in respect of the Land.
- b. **Bond** means a bond payable by the Owner to the Owners Corporation as security for the proper carrying out of the Renovation Works, not to exceed \$5,000.

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- c. **Common Property** means the common property located in and forming part of the Strata Plan.
- d. **Exclusive Use Area** means those parts of the Common Property necessary and required to keep the Renovation Works.
- e. **Insurance** means:
  - 1. workers compensation insurance as applicable; and
  - 2. public liability insurance relating to claims for death, injury, accident or damage occurring during or in connection with the works for a minimum coverage amount of \$20,000,000; and
  - 3. insurance under the Home Building Act 1989 as applicable
- f. **Land** means the whole of the land containing the Strata Plan including lots and the Common Property.
- g. **Lot** means lot 35 in the Strata Plan.
- h. **Owner** means the owner of the Lot from time to time.
- i. **Owners Corporation** means the owners corporation of Strata Plan no. 15930.
- j. **Renovation Works** means the works the Owner intends to undertake to the Lot and the common property as set out in the Scope of Works attached to this by-law at Annexure 1.
- k. **Strata Committee** means the strata committee of the Owners Corporation.
- l. **Strata Plan** means strata plan number 15930

### 2. Interpretation

- a. In this by-law any terms used have the same meaning as in the *Strata Schemes Management Act 2015*.
- b. In this by-law, all references to legislation include references to all amending and replacing legislation.
- c. In construction of this by-law, references to the singular includes the plural and any reference to a gender includes all other genders.
- d. Headings are inserted for ease of reference only.

### 3. Rights Granted

Subject to compliance with the conditions of this by-law, the Owner is authorised to carry out the Renovation Works and the Owner is granted the exclusive use of the Exclusive Use Area.

### 4. Terms and Conditions

#### 4.1 Conditions Precedent

It is a condition of the Owners Corporation's consent to this by-law that the Owner must obtain and provide the following items to the Owners Corporation before the Renovation Works commence:

- a. evidence of Insurance in force for the full period of the works and where applicable noting the Owners Corporation's interest on the policy;
- b. a complete copy of the development application for the Owners Corporation to sign and execute;
- c. a complete copy of the construction certificate application for the Owners Corporation to sign and execute;
- d. a copy of the construction certificate plans and consent;
- e. a report from a structural engineer, approved by the Strata Committee, as to the effect of the Renovation Works on the structural integrity of the building;
- f. at least seven (7) days prior notification to the Strata Committee of the intended date for commencement of the Renovation Works;
- g. evidence of payment of the Bond;
- h. a dilapidation report containing photos and advice as to the condition of the common areas, the condition of the apartments on the same level as the Lot and if required by the

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Strata Committee, the condition of the apartments on the levels directly above and below the Lot; and

- i. evidence of registration of this by-law in accordance with section 141 of the *Strata Schemes Management Act 2015*.

### 4.2 Conditions during Renovations Works

While the Renovation Works are taking place, the Owner must:

- a. only use suitably qualified and licensed tradespeople and provide their licences, insurance and contact details to the Strata Committee before each of them commences work;
- b. carry out the Renovation Works only between the hours of 8am to 4pm Monday to Friday, excluding public holidays;
- c. transport goods and materials through the Common Property only in the manner directed by the Owners Corporation or the Strata Committee noting that goods and equipment may be required to be transported by the eastern concrete stairwell and the use of the lifts may be prohibited;
- d. protect all parts of the Strata Plan outside the Lot from possible damage as directed by the Strata Committee including if required, installation of floor coverings and lift curtains;
- e. keep all areas of the Strata Plan outside the Lot free from all debris and remove rubbish from the Lot and the Strata Plan daily or when directed to do so by the Strata Committee;
- f. remove all building materials and equipment from the Common Property daily;
- g. provide 24 hours prior written notice on the noticeboard for the Strata Plan of the intended use of any noisy equipment and only use that noisy equipment between the hours of 8am – 4pm Monday to Friday, excluding public holidays;
- h. provide 48 hours prior written notice on the noticeboard for the Strata Plan of the likely interruption to services and ensure that any interruption to services takes place for as short a time as possible;
- i. ensure no vehicles including contractors or delivery vehicles obstruct the Common Property;
- j. provide access to an engineer or other contractor of the Owners Corporation to inspect the Lot regularly during the Renovation Works and if the Owners Corporation consider necessary, to supervise the Renovation Works;
- k. ensure the Renovation Works do not cause disruption including noise likely to disturb the peaceful enjoyment of other owners and occupiers;
  - l. complete the Renovation Works within a period of 2 months from their commencement or within such other time frame as approved by the Owners Corporation; and
- m. ensure the Renovation Works do not cause damage to another lot, the Common Property or the personal property of an owner, occupier or the Owners Corporation and if so, ensure any damage is rectified as soon as possible and before completion of the Renovation Works.

### 4.3 Conditions on completion of Renovation Works

4.3.1 Once the Renovation Works are complete the Owner must:

- a. notify the Owners Corporation that the Renovation Works are complete;
- b. obtain and provide to the Owners Corporation the approvals of and certifications from all relevant Authorities;
- c. if applicable, notify the Owners Corporation that all damage to lot property, the Common Property or personal property has been fully rectified;
- d. if the Renovation Works include waterproofing, provide to the Owners Corporation a 5 year warranty of fitness of materials and workmanship given by the waterproofing applicator who must be a qualified and licensed waterproofing applicator;

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- e. provide a final dilapidation report to the Owners Corporation containing photos and advice as to the condition of the common areas, the condition of the apartments on the same level as the Lot and if required by the Strata Committee, the condition of the apartments on the levels directly above and below the Lot;
- f. comply with any requirement to lodge a building alteration plan in accordance with section 19 of the *Strata Schemes Development Act 2015*; and
- g. if applicable, provide a report from a structural engineer as to the effect of the completed Renovation Works on the structural integrity of the building.

4.3.2 The continuing and enduring conditions of this by-law are that the Owner:

- a. must repair and maintain the Exclusive Use Area and continue to keep the Renovation Works and the Exclusive Use Area in a good state of condition and repair;
- b. remains liable for and must rectify and repair any damage to lot property or Common Property arising out of or in connection with the Renovation Works;
- c. must ensure that the Renovation Works do not cause excessive noise likely to disturb the peaceful enjoyment of another occupier;
- d. must renew and replace the Renovation Works when necessary or if required to do so by the Owners Corporation;
- e. if applicable, must ensure that the flooring of the Lot is treated to an extent sufficient to prevent the occurrence of noise to a level that may disturb an owner or occupier of another lot;
- f. must pay the costs of the Owners Corporation for the drafting, making and registering of this by-law; and
- g. indemnifies the Owners Corporation for any costs, losses or damage arising out of or in connection with the Renovation Works and the Exclusive Use Area.

#### 4.4 Refund of Bond

Upon completion of the Renovation Works and compliance with the terms of this by-law, the Owners Corporation will refund the Bond to the Owner, less any amounts that the Owners Corporation have decided, in their discretion, were required to be used for the payment of repair and cleaning of Common Property costs over the period of the Renovation Works.

Annexure below

### Special By-Law 8 Lot 29 renovation works and exclusive use

#### 1. Definitions

In this by-law

- a. Authority means any municipal, government or other authority having control over the generating of approvals for and in respect of the Land.
- b. Bond means a bond payable by the Owner to the Owners Corporation as security for the proper carrying out of the Renovation Works, not to exceed \$5,000.
- c. Common Property means the common property located in and forming part of the Strata Plan.
- d. Exclusive Use Area means those parts of the Common Property necessary and required to keep the Renovation Works.
- e. Insurance means:
  - 1. workers compensation insurance as applicable; and

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2. public liability insurance relating to claims for death, injury, accident or damage occurring during or in connection with the works for a minimum coverage amount of \$20,000,000; and
3. insurance under the Home Building Act 1989 as applicable
- f. Land means the whole of the land containing the Strata Plan including lots and the Common Property.
- g. Lot means lot 29 in the Strata Plan.
- h. Owner means the owner of the Lot from time to time.
- i. Owners Corporation means the owners corporation of Strata Plan no. 15930.
- j. Renovation Works means the works the Owner intends to undertake to the Lot and the common property as set out in the scope of works and plans dated 19 February 2018 attached to this by-law at Annexure 1.
- k. Strata Committee means the strata committee of the Owners Corporation.
- l. Strata Plan means the strata plan registration number 15930

## 2. Interpretation

- a. In this by-law any terms used have the same meaning as in the Strata Schemes Management Act 2015.
- b. In this by-law, all references to legislation include references to all amending and replacing legislation.
- c. In construction of this by-law, references to the singular includes the plural and any reference to a gender includes all other genders.
- d. Headings are inserted for ease of reference only.

## 3. Rights Granted

- a. Subject to compliance with the conditions of this by-law, the Owner is authorised to carry out the Renovation Works and is granted a special privilege to conduct the Renovation Works on the Common Property.
- b. The Owner is granted a right of exclusive use and enjoyment of so much of the Renovation Works as are comprised in part of the Common Property on the terms set out in this by-law.

## 4. Terms and Conditions

### 4.1 Conditions Precedent

It is a condition of the Owners Corporation's consent to this by-law that the Owner must obtain and provide the following items to the Owners Corporation before the Renovation Works commence:

- a. evidence of Insurance in force for the full period of the works and where applicable noting the Owners Corporation's interest on the policy;
- b. the approval of all relevant Authorities;
- c. if applicable, a report from a structural engineer, approved by the Strata Committee, as to the effect of the Renovation Works on the structural integrity of the building;
- d. at least seven (7) days prior notification to the Strata Committee of the intended date for commencement of the Renovation Works;
- e. evidence of payment of the Bond;
- f. a dilapidation report containing photos and advice as to the condition of the common areas, the condition of the apartments on the same level as the Lot and if required by the Strata Committee, the condition of the apartments on the levels directly above and below the Lot; and
- g. evidence of registration of this by-law in accordance with section 141 of the Strata Schemes Management Act 2015.

### 4.2 Conditions during Renovations Works

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While the Renovation Works are taking place, the Owner must:

- a. only use suitably qualified and licensed tradespeople and provide their licences, insurance and contact details to the Strata Committee before each of them commences work;
- b. carry out the Renovation Works only between the hours of 8am to 4pm Monday to Friday, excluding public holidays and weekends;
- c. transport goods and materials through the Common Property only in the manner directed by the Owners Corporation or the Strata Committee noting that goods and equipment may be required to be transported by the eastern concrete stairwell and the use of the lifts may be prohibited;
- d. protect all parts of the Strata Plan outside the Lot from possible damage as directed by the Strata Committee including if required, installation of floor coverings and lift curtains;
- e. keep all areas of the Strata Plan outside the Lot free from all debris and remove rubbish from the Lot and the Strata Plan regularly or when directed to do so by the Strata Committee;
- f. remove all building materials and equipment from the Common Property daily;
- g. provide 24 hours prior written notice on the noticeboard for the Strata Plan of the intended use of any noisy equipment and only use that noisy equipment between the hours of 8am – 4pm Monday to Friday, excluding public holidays and weekends;
- h. provide 48 hours prior written notice on the noticeboard for the Strata Plan of the likely interruption to services and ensure that any interruption to services takes place for as short a time as possible;
- i. ensure no vehicles including contractors or delivery vehicles obstruct the Common Property;
- j. provide access to an engineer or other contractor of the Owners Corporation to inspect the Lot regularly during the Renovation Works and if the Owners Corporation consider necessary, to supervise the Renovation Works;
- k. ensure the Renovation Works do not cause disruption including noise likely to disturb the peaceful enjoyment of other owners and occupiers;
  - l. complete the Renovation Works within a period of 2 months from their commencement or within such other time frame as approved by the Owners Corporation; and
- m. ensure the Renovation Works do not cause damage to another lot, the Common Property or the personal property of an owner, occupier or the Owners Corporation and if so, ensure any damage is rectified as soon as possible and before completion of the Renovation Works.

### 4.3 Conditions on completion of Renovation Works

4.3.1 Once the Renovation Works are complete the Owner must:

- a. notify the Owners Corporation that the Renovation Works are complete;
- b. obtain and provide to the Owners Corporation the approvals of and certifications from all relevant Authorities;
- c. if applicable, notify the Owners Corporation that all damage to lot property, the Common Property or personal property has been fully rectified;
- d. if the Renovation Works include waterproofing, provide to the Owners Corporation a 5 year warranty of fitness of materials and workmanship given by the waterproofing applicator who must be a qualified and licensed waterproofing applicator;
- e. provide a final dilapidation report to the Owners Corporation containing photos and advice as to the condition of the common areas, the condition of the apartments on the same level as the Lot and if required by the Strata Committee, the condition of the apartments on the levels directly above and below the Lot;

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- f. comply with any requirement to lodge a building alteration plan in accordance with section 19 of the Strata Schemes Development Act 2015; and
- g. if applicable, provide a report from a structural engineer as to the effect of the completed Renovation Works on the structural integrity of the building.

4.3.2 The continuing and enduring conditions of this by-law are that the Owner:

- a. must repair and maintain and continue to keep the Renovation Works and the parts of the Common Property connected with the Renovation Works in a good state of condition and repair;
- b. remains liable for and must rectify and repair any damage to lot property or Common Property arising out of or in connection with the Renovation Works;
- c. must ensure that the Renovation Works do not cause excessive noise likely to disturb the peaceful enjoyment of another occupier;
- d. must renew and replace the Renovation Works when necessary or if required to do so by the Owners Corporation;
- e. if applicable, must ensure that the flooring of the Lot is treated to an extent sufficient to prevent the occurrence of noise to a level that may disturb an owner or occupier of another lot;
- f. must pay the costs of the Owners Corporation for the drafting, making and registering of this by-law; and
- g. indemnifies the Owners Corporation for any costs, losses or damage arising out of or in connection with the Renovation Works and the Exclusive Use Area.

#### 4.4 Refund of Bond

- a. Upon completion of the Renovation Works and compliance with the terms of this by-law, the Owners Corporation will refund the Bond to the Owner, less any amounts that the Owners Corporation have decided, in their discretion, were required to be used for the payment of repair and cleaning of Common Property costs over the period of the Renovation Works.

Annexure below

### Special By-Law 9 Lot 27 works and exclusive use

#### 1. Definitions

In this by-law

- a. Authority includes a federal, state or local government, a provider of public utility services and any other body having jurisdiction over the Land.
- b. Bond means a bond payable by the Owner to the Owners Corporation as security for the proper carrying out of the Renovation Works, not to exceed \$5,000.
- c. Common Property means the common property located in and forming part of the Strata Plan.
- d. Exclusive Use Area means those parts of the Common Property necessary and required to keep the Renovation Works.
- e. Insurance means:
  - i. workers compensation insurance as applicable; and
  - ii. public liability insurance relating to claims for death, injury, accident or damage occurring during or in connection with the works for a minimum coverage amount

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of \$20,000,000; and

iii. insurance under the Home Building Act 1989 as applicable

- f. Land means the whole of the land containing the Strata Plan including lots and the Common Property.
- g. Lot means lot 27 in the Strata Plan.
- h. Owner means the owner of the Lot from time to time.
- i. Owners Corporation means the owners corporation of Strata Plan no. 15930.
- j. Renovation Works means the works the Owner intends to undertake to the Lot and the common property as set out in the scope of works and plans dated 18 June 2018 attached to this by-law at Annexure 1.
- k. Strata Committee means the strata committee of the Owners Corporation.
- l. Strata Plan means the strata plan registration number 15930.

## 2. Interpretation

- a. In this by-law any terms used have the same meaning as in the Strata Schemes Management Act 2015.
- b. In this by-law, all references to legislation include references to all amending and replacing legislation.
- c. In construction of this by-law, references to the singular includes the plural and any reference to a gender includes all other genders.
- d. Headings are inserted for ease of reference only.

## 3. Rights granted

- a. Subject to compliance with the conditions of this by-law, the Owner is authorised to carry out the Renovation Works and is granted a special privilege to conduct the Renovation Works on the Common Property.
- b. The Owner is granted a right of exclusive use and enjoyment of so much of the Renovation Works as are comprised in part of the Common Property on the terms set out in this by-law.

## 4. Terms and Conditions

### 4.1 Conditions Precedent

It is a condition of the Owners Corporation's consent to this by-law that the Owner must obtain and provide the following items to the Owners Corporation before the Renovation Works commence:

- a. evidence of Insurance in force for the full period of the works and where applicable noting the Owners Corporation's interest on the policy;
- b. the approval of all relevant Authorities;
- c. at least seven (7) days prior notification to the Strata Committee of the intended date for commencement of the Renovation Works;
- d. evidence of payment of the Bond;
- e. a dilapidation report containing photos and advice as to the condition of the common areas, the condition of the apartments on the same level as the Lot and if required by the Strata Committee, the condition of the apartments on the levels directly above and below the Lot; and
- f. evidence of registration of this by-law in accordance with section 141 of the Strata Schemes Management Act 2015.

### 4.2 Conditions during Renovations Works

While the Renovation Works are taking place, the Owner must:

- a. only use suitably qualified and licensed tradespeople and if required, provide their licences, insurance and contact details to the Strata Committee before each of them commences work;

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- b. carry out the Renovation Works only between the hours of 8am to 4pm Monday to Friday, excluding public holidays;
- c. transport goods and materials through the Common Property only in the manner directed by the Owners Corporation or the Strata Committee noting that goods and equipment may be required to be transported by the eastern concrete stairwell and the use of the lifts may be prohibited;
- d. protect all parts of the Strata Plan outside the Lot from possible damage including if required, floor coverings and lift curtains;
- e. keep all areas of the Strata Plan outside the Lot free from all debris and remove rubbish from the Lot and the Strata Plan regularly or when directed to do so by the Strata Committee;
- f. remove all building materials and equipment from the Common Property daily;
- g. provide 24 hours prior written notice on the noticeboard for the Strata Plan of the intended use of any noisy equipment and only use that noisy equipment between the hours of 8am – 4pm Monday to Friday, excluding public holidays;
- h. provide 48 hours prior written notice on the noticeboard for the Strata Plan of the likely interruption to services and ensure that any interruption to services takes place for as short a time as possible;
- i. ensure no vehicles including contractors or delivery vehicles obstruct the Common Property;
- j. provide access to an engineer or other contractor of the Owners Corporation to inspect the Lot regularly during the Renovation Works and if the Owners Corporation consider necessary, to supervise the Renovation Works;
- k. ensure the Renovation Works do not cause disruption including noise likely to disturb the peaceful enjoyment of other owners and occupiers;
  - l. complete the Renovation Works within a period of 2 months from their commencement or within such other time frame as approved by the Owners Corporation; and
- m. ensure the Renovation Works do not cause damage to another lot, the Common Property or the personal property of an owner, occupier or the Owners Corporation and if so, ensure any damage is rectified as soon as possible and before completion of the Renovation Works.

### 4.3 Conditions on completion of Renovation Works

Once the Renovation Works are complete the Owner must:

- a. notify the Owners Corporation that the Renovation Works are complete;
- b. obtain and provide to the Owners Corporation the approvals of and certifications from all relevant Authorities;
- c. if applicable, notify the Owners Corporation that all damage to lot property, the Common Property or personal property has been fully rectified;
- d. if the Renovation Works include waterproofing, provide to the Owners Corporation a 5 year warranty of fitness of materials and workmanship given by the waterproofing applicator who must be a qualified and licensed waterproofing applicator;
- e. provide a final dilapidation report to the Owners Corporation containing photos and advice as to the condition of the common areas, the condition of the apartments on the same level as the Lot and if required by the Strata Committee, the condition of the apartments on the levels directly above and below the Lot; and

### 4.4 Enduring conditions

The continuing and enduring conditions of this by-law are that the Owner:

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- a. must repair and maintain and continue to keep the Renovation Works and the parts of the Common Property connected with the Renovation Works in a good state of condition and repair;
- b. remains liable for and must rectify and repair any damage to lot property or Common Property arising out of or in connection with the Renovation Works;
- c. must ensure that the Renovation Works do not cause excessive noise likely to disturb the peaceful enjoyment of another occupier;
- d. must renew and replace the Renovation Works when necessary or if required to do so by the Owners Corporation;
- e. if applicable, must ensure that the flooring of the Lot is treated to an extent sufficient to prevent the occurrence of noise to a level that may disturb an owner or occupier of another lot;
- f. must pay the costs of the Owners Corporation for the drafting, making and registering of this by-law; and
- g. indemnifies the Owners Corporation for any costs, losses or damage arising out of or in connection with the Renovation Works.

### 4.5 Refund of Bond

- a. Upon completion of the Renovation Works and compliance with the terms of this by-law, the Owners Corporation will refund the Bond to the Owner, less any amounts that the Owners Corporation have decided, in their discretion, were required to be used for the payment of repair and cleaning of Common Property costs over the period of the Renovation Works.

Annexure below

## Special By-Law 10 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. “**AAAC Guide**” means the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating dated September 2010,
- b. “**Act**” means the *Strata Schemes Management Act 2015*,
- c. “**apartment**” means a lot in the strata scheme,
- 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. “**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

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- 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,

but cannot include non-minor renovations,

- g. **“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,
- h. **“required acoustic rating”** means a weighted standardised impact sound pressure level rating of not more than an LnT, w of 55 between separate apartments,
- 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. 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.

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### 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*

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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 kitchen, 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,

**g. 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

**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

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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 (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,

**g. 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,

**j. 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**

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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 executive 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,

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### 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 kitchen, 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 have at least the required acoustic rating (apart from floor coverings in a kitchen, 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.

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### 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 11 Garden and barbecue common areas

1. An owner or occupier of a lot, and the invitees of an owner or occupier, may use the common Garden

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and/or Barbeque areas and facilities, in accordance with the various clauses set out in this by-law, including the following general matters:

- a. Although it is not possible for use of the common Garden and Barbeque areas and facilities to be reserved, owners and occupiers who wish to use the common Garden and Barbeque areas and facilities are required to place a written note in the letter box of each resident at least ten (10) days prior to the intended date of use indicating the desired date and time of the event and including their name, unit number and mobile telephone number;
- b. Due to the limited space in the common Garden and Barbeque areas and facilities, and in the interest of safety, the maximum number of persons who may use the common Garden and Barbeque areas and facilities at any one time is ten (10) including the host owner or occupier;
2. An owner or occupier of a lot must accompany their invitees when they use the common Garden and Barbeque areas and facilities, and remain with them until the last invitee has left the strata scheme.
3. An owner or occupier of a lot, and the invitees of an owner or occupier, may only use the common Garden and Barbeque areas and facilities during the hours nominated by the owners corporation or the strata committee. Unless otherwise notified those hours are not before 7.30 am on any day, and not later than 10.00 pm on any day unless for New Years Eve. On New Years Eve all residents and invitees must leave the common Garden and Barbeque areas no later than 1.30 am.
4. The owners corporation may secure, close off or restrict access to the common Garden and Barbeque areas and facilities outside of the hours nominated by the owners corporation or strata committee or otherwise where it is appropriate to do so such as in an emergency.
5. An owner or occupier of a lot must make sure that an adult exercising effective control accompanies children who are in their care when the children use the common Garden and Barbeque areas and facilities.
6. An owner or occupier of a lot must ensure that the owner or occupier and their invitees using the common Garden and Barbeque areas and facilities:
  - a. play recorded music of any kind at any time;
  - b. wipe down and replace all furniture into its normal position;
  - c. remove all personal effects and food items;
  - d. ensure that the gas for the barbeque has been turned off at the main, that the barbeque property cleaned, and that the cover for the barbeque is replaced into its proper position; and
  - e. all rubbish is removed to the garbage area, before leaving the common Garden and Barbeque areas and facilities.
7. An owner or occupier of a lot using the Garden and Barbeque area is personally responsible for the conduct and behavior of his, her or their invitees. An owner or occupier must not, and must ensure that any invitee does not:
  - a. use glass objects, drinking glasses or sharp objects in the common Garden and Barbeque areas and facilities;
  - b. do anything that is or might be dangerous or cause a nuisance or hazard to any other person in the common Garden and Barbeque areas and facilities;
  - c. conduct or operate a business in the common Garden and Barbeque areas and facilities such as personal training services or yoga classes;
  - d. interfere with the operation of, or cause any damage to, equipment in the common Garden and Barbeque areas and facilities.
  - e. climb upon Sydney Water property including the sewer access housing or its associated pipework, in any circumstances; or
  - f. dive into or enter the harbour from the sea wall.
8. In this by-law "common Garden and Barbeque areas and facilities" means the common garden and common barbeque areas within Strata Plan No. 15930.

### Special By-Law 12 Works - Lot 7

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## 1. Definitions & Interpretation

In this by-law:

"apartment" means lot 7 in the strata scheme,

"building" means the apartment building situated in the strata scheme,

common area" means the common property in the strata scheme,

"renovations" means any work involved in the making of alterations or additions to an apartment or a common area, or both, including, but not limited to:

- insertion of a new window adjacent to the internal stairs of the apartment, as per the plans annexed;
- insertion of a new window obscure window in the ensuite, as per the plans annexed;
- Demolition of internal walls, as per the plans annexed;
- Allowance for opening into walls, as per the plans annexed;
- Allow to remove internal ceiling, as per the plans annexed;
- Creation of new doorway/s, as per plans annexed;
- Alterations to structural load bearing elements of the apartment (in accordance with approvals from a structural engineer);
- Replacement of current stairwell with a complying design;
- Stripping and replacement of existing bathroom (including waterproofing);
- Making good of all finishes, including cornices;
- Construction of new internal bathroom walls;
- Levelling of floor for new floor finishes (new floating timber floor);
- Replacement of kitchen, as per the plans annexed;
- Replacement of existing window in bathroom (same dimensions to be maintained);
- Installation of new LED lights, as per the approved plan;
- Replacement of all skirting on upper floor;
- Upgrade all fire safety equipment, in accordance with current fire safety schedule;
- Upgrade mechanical ventilation system in existing bathroom and install a new system in the ensuite bathroom.

"strata scheme" means the strata scheme based on Strata Plan No. 15930, and

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

## 2. Renovations Approval Process

### 2.1 Renovations Require Approval

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

### 2.2 The Approval Process

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

2.2.2 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, and it must contain:

- a. Your name, address and telephone number,

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- b. Your apartment and lot number,
- c. A description of the renovations, including scope of works and estimated cost,
- d. Drawings, plans and specifications for the renovations, and
- e. Your written consent to this by-law.

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

2.2.4 The owners corporation may:

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

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

### 3. Conditions for Renovations

#### 3.1 Before the Renovations

3.1.1 Before commencing the renovations, you must:

- a. Prior Notice give the owners corporation at least 7 days' notice,
- b. Local Council Approval if required by law, obtain the approval of the Local Council for the renovations and a construction certificate for the 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 principal contractor who will carry out the 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, and
  - iv. home warranty insurance policy under the Home Building Act 1989 for the renovations (if required by law),
- d. Engineer's Report  
give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not affect the structural integrity of the building or any part of it (if the renovations may have an impact on the structural integrity of any part of the building), and
- e. Dilapidation Report  
give the owners corporation a dilapidation report which must include photographs prepared by a qualified building consultant (or by you, with the owners corporation's consent) with respect to the condition of the common areas and apartments on the same level of the building as your apartment and (if required by the owners corporation) the common areas and apartments on the levels of the building immediately above and below your apartment.
- f. Payment of bond  
where required by the owners corporation, pay a bond to the owners corporation in an amount reasonably determined by the Owners Corporation and notified to you (which amount may not exceed \$5,000.00), to be held by the owners corporation in accordance with the conditions of this by-law (especially clause 4.5). The bond shall be paid to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation.

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

#### 3.2 During the Renovations

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During the renovations you must:

- a. **Standard of Workmanship**  
ensure the renovations are carried out in a proper and workman like 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. **Time for Completion of Renovations**  
make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,
- c. **Appearance of Renovations**  
ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,
- d. **Quality of Renovations**  
make certain the renovations are built in accordance with any specifications for them and that the renovations 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),
- e. **Variation to Renovations**  
not vary the renovations without obtaining the prior written approval of the owners corporation,
- f. **Supervision of Renovations**  
ensure that the 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,
- g. **Noise During Renovations**  
ensure the 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,
- i. **Debris**  
ensure that any debris is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- j. **Storage of Building Materials on Common Areas**  
make sure that no building materials are stored in a common area,
- k. **Protection of Building**
  - i. protect all areas of the building outside your apartment which are affected by the renovations (including the lift) from damage, the entry of water or rain and from dirt, dust and debris relating to the renovations and ensure that all common areas, especially the walls, floors and carpets, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
  - ii. keep all areas of the building affected by the renovations structurally sound during the renovations,
  - iii. make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed,
- l. **Daily Cleaning**  
clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,
- m. **Times for Renovations**  
ensure that the renovations are only carried out between 8.00am - 4.00pm Monday-Friday (excluding public holidays),
- n. **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 8.00am - 4.00pm Monday-Friday and that 24 hours' notice is given to the occupiers of

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the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

- 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 48 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. **Vehicles**  
ensure that no contractor's vehicles obstruct the common 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,
- q. **Costs of Renovations**  
pay all costs associated with the renovations, and
- r. **Access for Owners Corporation Engineer**  
give any engineer or other contractor nominated by the owners corporation access to your apartment for the purpose of inspecting or supervising the renovations or preparing a report in relation to the impact which the renovations may have on the structural integrity of the building.

### 3.3 After the Renovations

After the renovations have been completed, you must:

- a. **Notify the Owners Corporation**  
promptly notify the owners corporation that the renovations have been completed,
- b. **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 renovations and the occupation of your apartment and give copies of them to the owners corporation,
- c. **Restore the Common Areas**  
restore all common areas damaged by the renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,
- d. **Provide an 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 renovations have been completed in a manner that will not affect the structural integrity of the building or any part of it.

### 3.4 Enduring Obligations

You must:

- a. **Maintenance of Renovations**  
properly maintain the renovations and keep them in a reasonable state of good and serviceable repair and, when necessary, renew or replace any part of the renovations,
- b. **Prevent Excessive Noise**  
ensure that any equipment forming part of the renovations (for example, an air-conditioner) or any fixtures or fittings that are installed during the renovations (for example, a new floor) do not create or transmit any noise that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- c. **Repair Damage**  
repair any damage to another apartment or the common areas caused by the renovations,
- d. **Indemnity**  
indemnify and keep indemnified the owners corporation against all actions, proceedings, claims,

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- demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations, the altered state or use of any of the common areas arising from the renovations, or a breach of any condition of this by-law by you,
- 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 renovations (for example, the conditions of the Local Council's approval for the renovations or fire safety laws).

### 3.5 Bond

The owners corporation will be entitled to apply any 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 the common area or any other lot as a result of your renovations, or  
b. cleaning any part of the common area as a result of your renovations, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that your renovations are complete

and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

### 4.0 Breach of this By-Law

4.1 If you breach any condition of this by-law and fail to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

- a. rectify the breach,  
b. enter on any part of the building, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 1996 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.

4.2 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.

### 5.0 Approvals

If authorised by law, the executive committee may grant an approval for your renovations under this by-law.

### 6.0 Exclusive Use or Special Privileges By-Law

6.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 52 or 65A of the Strata Schemes Management Act 1996 for or in relation to your renovations.

6.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your renovations or otherwise, a separate by-law to be made under section 52 or 65A of the Strata Schemes Management Act 1996 to approve your renovations.

Annexure below

## Special By-Law 13 Works - Lot 33

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## **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- a. Authority means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b. Insurance means:
  - i. contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - ii. insurance required under the Home Building Act 1989, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - iii. workers compensation insurance as required by law.
- c. Lot means lot 33 in strata scheme 15930.
- d. Owner means the owner of the Lot from time to time.
- e. Owners Corporation means the owners corporation created by the registration of strata plan registration no. 15930.
- f. Works means all building works and all related services supplied to effect the renovation in accordance with the following:
  - i. scope of works, annexed to this by-law and marked Annexure "A";
  - ii. layout plan prepared by MI Designer dated 8 June 2022, annexed to this by-law and marked Annexure "B" (Layout Plan);
  - iii. wall removal plan prepared by MI Designer, annexed to this by-law and marked Annexure "C" (Wall Removal Plan); and
  - iv. engineering report prepared by Macartney Engineering Consultants dated 29 September 2022, annexed to this by-law and marked Annexure "D".
- g. Exclusive Use Area means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

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

## **PART 2 GRANT OF RIGHT**

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

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

## **PART 3 CONDITIONS**

### **PART 3.1**

Before commencement

3.1 Before commencement of the Works the Owner must:

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

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

### PART 3.2

#### During construction

3.2 Whilst the Works are in progress the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works during times reasonably approved by the Owners Corporation;
- e. perform the Works within a reasonable period of time from their commencement or such other period as reasonably approved by the Owners Corporation;
- f. transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g. protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h. keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- i. where any work undertaken includes waterproofing then the Owner must ensure that at their cost:
  - a. the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator; and
  - b. that they produce to the owners corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator.
- j. ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- k. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### PART 3.3

#### After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- a. notify the Owners Corporation that the Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

### PART 3.4

#### Enduring rights and obligations

3.4 The Owner:

- a. is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- b. is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the

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Exclusive Use Area and the Works;

- c. must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- d. remains liable for any damage to lot or common property arising out of the Works;
- e. must make good any damage to lot or common property arising out of the Works; and
- f. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Annexure below

# Special By-Law 3 Annexure

**Pet Application Form**

1	Your name(s):	
2	Lot number in SP 15930:	
3	Full address and telephone number:	
4	Description of the animal you wish to keep:  (a) type/breed of animal; (b) size of animal including weight and height; (c) age of animal; (d) details of temperament of the animal; (e) details of registration with local council and micro chipping details; (f) details of immunisations of the animal; (g) attach a photograph of the animal.	
5	Attach two references conferencing the character and temperament of the animal (for example by the animal's vet).	
6	(If your are a tenant) attach written consent of owner of the lot	
7	Any further details concerning the animal	

**Dated**.....

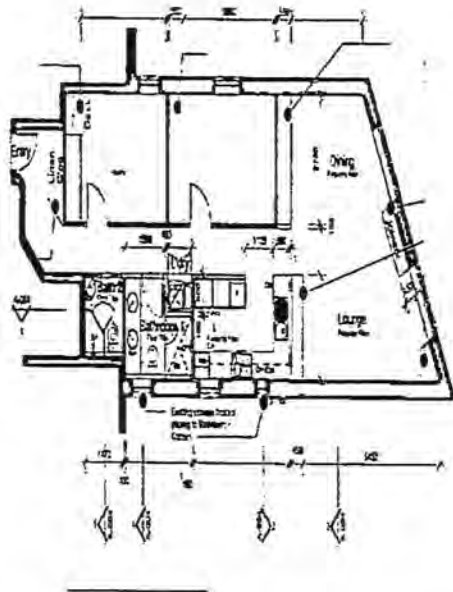
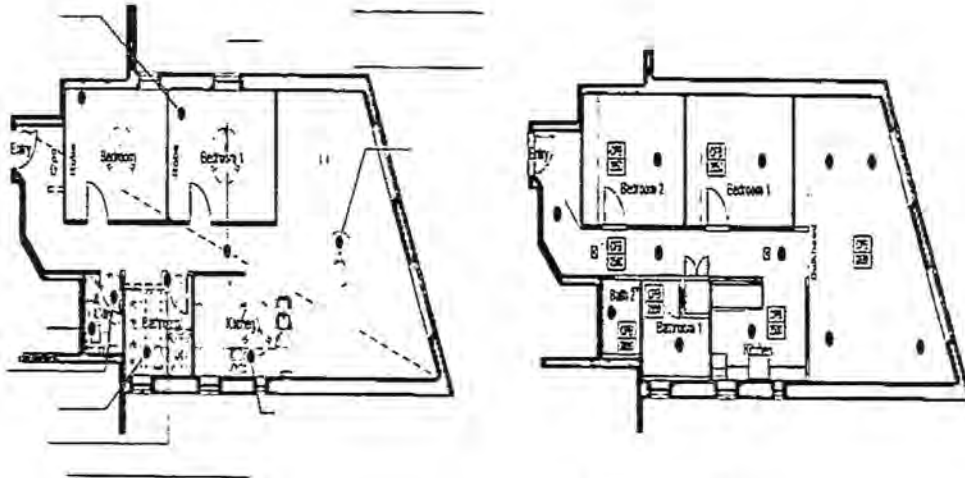
**Signature(s)**.....

# Special By-Law 6 Annexure

## Annexure 1

### Scope of Works

- Demolition of portion of internal non-load bearing walls to bathroom and kitchen;
- Disconnection of gas service to unit;
- Removal of existing kitchen, bathroom, laundry fixtures and fittings;
- Removal of existing floor coverings including bathroom / laundry floor & wall tiles;
- Removal of existing built in wardrobes;
- Removal of existing ceiling fans and lighting;
- Installation of new internal plasterboard walls and installation of new suspended plasterboard ceilings throughout the lot;
- Adjustment of sprinklers and smoke detectors and light connections to suit new plasterboard ceilings;
- Install new kitchen fixtures and fittings including tiling and associated changes to plumbing and electrical connections;
- Installation of new bathroom including installation of waterproofing membrane, floor and full wall tiles, fixtures and fittings and associated plumbing and electrical connections;
- Installation of exhaust fan and vents in bathroom;
- Installation of second bathroom and laundry including installation of waterproofing membrane, floor and full wall tiles, air vent, fixtures and fittings and associated plumbing and electrical connections;
- Installation of parquet flooring throughout the lot except for bathroom and second bathroom/laundry to be installed on acoustic underlay;
- Installation of new ducted air conditioning system throughout the Lot with ducting to be located between the original ceiling of the lot and the new ceiling of the lot;
- Installation of new ducted air conditioning fan coil unit located between the original ceiling of the lot and the new ceiling of the lot above the entry hall and all associated electrical connections;
- Installation of trunking for refrigerant piping on the external common property wall of the lot extending to the outdoor unit on ground level with piping to be covered in colourbond in the same colour so as to match the external colour of the building; and
- Installation of outdoor condenser unit for air conditioning on the ground floor of the building directly below the lot, attached to the common property external wall and supported on a stand with piping for water run off connected to the stormwater drainage system and with an appearance at all times in keep with the rest of the scheme.



REV	DATE	DESCRIPTION					
1	10/03	2D Layout			04	71	HE'W
1	10/04	Issue to client					FINISH
							MIX



# Special By-Law 7 Annexure

## Annexure 1

### Scope of Works

- Demolition of internal non-load bearing wall between kitchen and lounge;
- Removal of existing kitchen and bathroom fixtures and fittings;
- Removal of existing floor and wall tiles in bathroom;
- Install new kitchen fixtures and fittings including tiling, benchtops, appliances, kitchen lighting and associated changes to plumbing and electrical connections;
- Installation of new bathroom including installation of waterproofing membrane to floor, shower and bath areas, floor and full wall tiles, fixtures and fittings, bathroom lighting and associated plumbing and electrical connections;
- Installation of exhaust fan and vents in bathroom; and
- Installation of European oak floating wood flooring over the existing wooden floorboards throughout the lot except for bathroom with 3mm acoustic underlay.

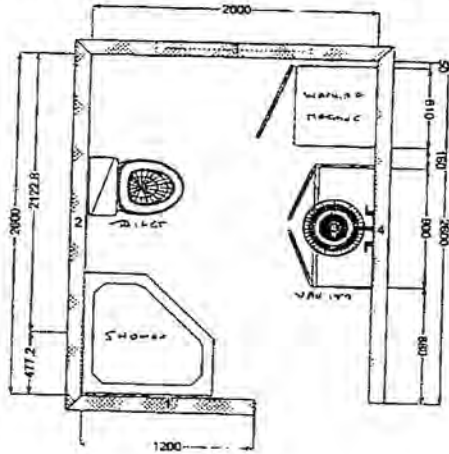
# Special By-Law 8 Annexure

## **Annexure 2.**

### **Scope of Works**

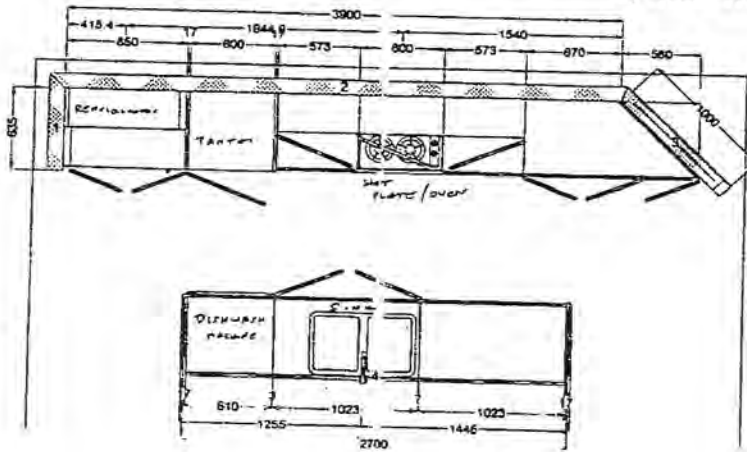
- Removal of existing Kitchen including fittings and cupboards;
- Removal of existing Bathroom including fittings, fixtures and tiles;
- Removal of all existing floor coverings throughout the Lot;
- Installation of new Kitchen including electrical, plumbing and drainage to suit Kitchen layout;
- Installation of tiles to Kitchen floor;
- Installation of new Bathroom including electrical, plumbing and drainage;
- Installation of waterproofing membrane and tiles to walls and floor of Bathroom;
- Installation of new carpet throughout the Lot, except where tiled; and
- Painting of walls, ceilings, doors and architraves throughout the Lot.

PROPOSED BATHROOM RENOVATION - UNIT 29 / 1 MARINA DRIVE  
19 FEBRUARY 2018



37

PROPOSED KITCHEN RENOVATION - UNIT 29 / 1 MARINA DRIVE  
19 FEBRUARY 2018



# Special By-Law 9 Annexure

# Annexure 1

## Scope of Works

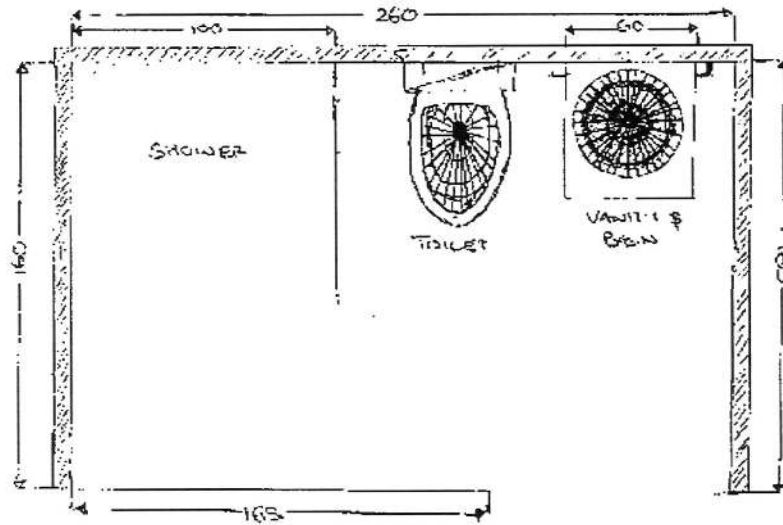
Removal of existing Bathroom fittings, fixtures and tiles;

Installation of waterproofing membrane and tiles to walls and floor of bathroom.

Installation of new bathroom fittings and fixtures including electrical, plumbing and drainage connections, retaining the same layout.

PROPOSED BATHROOM RENOVATION - UNIT 27, 1 WALUNA ST.

MEASUREMENTS IN CM.



The seal of The Owners – Strata Plan No. 15930 was affixed on 21 September 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature...

Name... Danni Smthers

Authority... Strata Manager



# Special By-Law 12 Annexure

**17 May 2021**

**Our ref HM1510**

**7/1 WARUDA STREET KIRRBILLI**

**The proposed scope of works is as follows:**

**Notes:**

- Building works are limited to Lot 7 of the existing SP15930. There are no building works proposed to the common areas. Refer Strata Plan.
- There are no changes to the external wall lines or exterior of the building.
- All works are to the interior of Lot 7 only.
- The existing services such as electricity, water and sewerage, fire services and the like will need to be extended to cover the new works
- This is to be read in conjunction with the CDC documents.

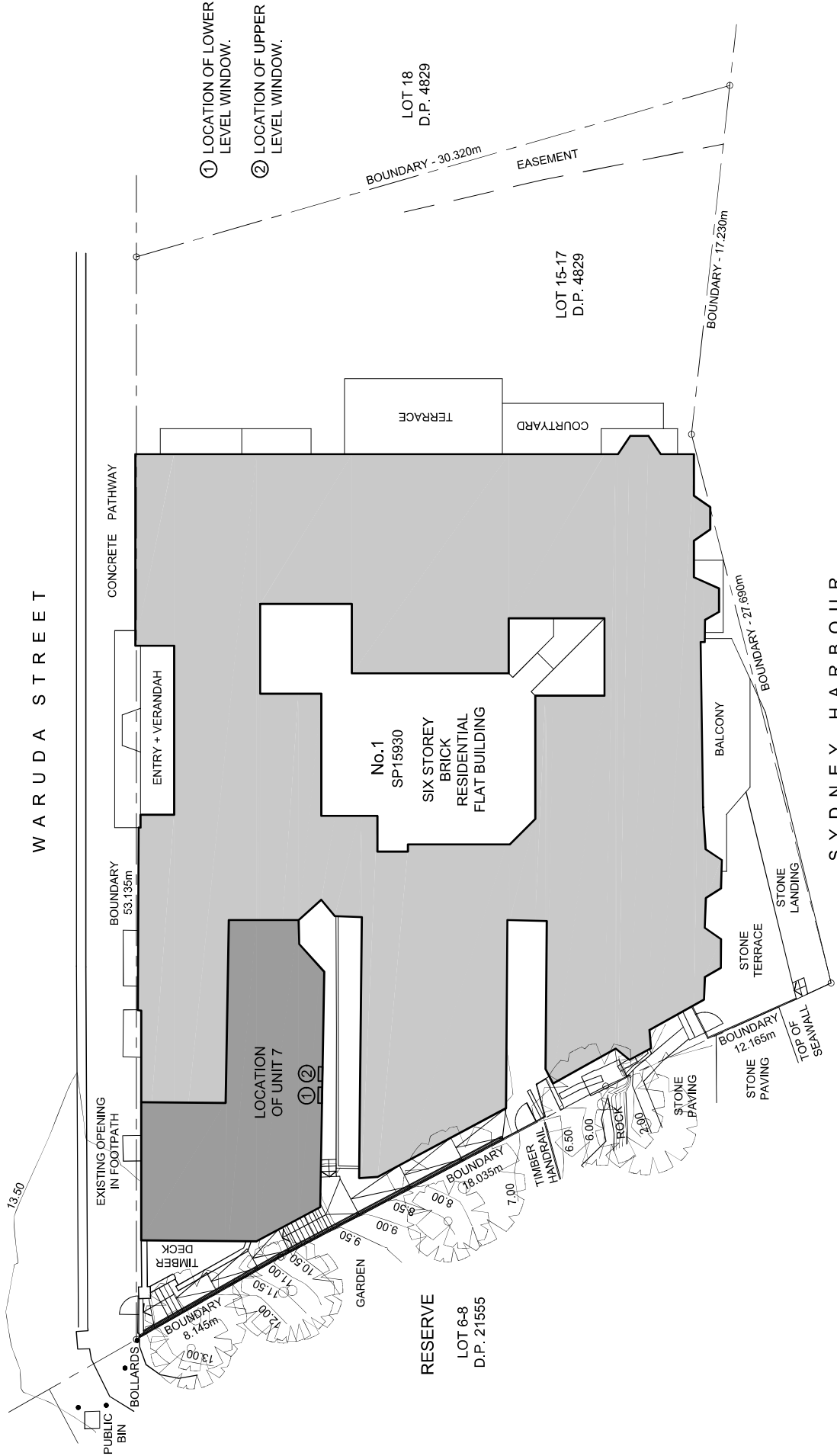
**INTERNAL WORKS**

- Strip out existing interior walls shown to be demolished on the floor plans including fixtures and fittings.
- Remove the existing render to the upper level where noted on the plans. Make good exposed brickwork. The extent of removal is the wall above the stair and the external wall to the return corner near the long window.
- Allow to cut openings in wall sheeting to lower level walls where indicated to look at squaring off the engaged columns in the external walls.
- Allow to remove a section of the ceiling in the bathroom to reveal whether the ceiling height can be raised. Where necessary a bulkhead can be constructed for services. Ceiling to be raised to maximum height possible.
- Cut a new opening for the door to the new ensuite bathroom. Make good
- Cut an opening in the existing wall between the study and the stair well to the line of the underside of the stair. Confirm support of the wall over with the structural engineer.
- Demolish the existing timber stair and replace it with a new timber framed compliant stair to detail. Stair to comply with Clause D2.13 of BCA 2019. Line the underside of the stair with 20mm MDF wide battens with 10mm groove SPB20 18mm thick  
([WWW.SCANPROFILES.COM.AU](http://WWW.SCANPROFILES.COM.AU)) where exposed in the study.

1 | Hosking Munro Pty Ltd Architects + Landscape Designers ABN 74 002 739 933  
3.09/55 Miller St Pyrmont NSW 2009 | T 9660 1055 | E hm@hoskingmunro.com.au  
May 2021

- Strip out existing bathroom and kitchen. Temporarily cap off services for reuse where practicable.
- Make good all finishes and surfaces for new works including the cornices where the wall lines have been altered.
- Remove all redundant services.
- Level all floors for new finishes. Make good after under floor services are completed.
- Allow to tile the walls and floors of the new and existing bathrooms.
- All PC items to bathrooms are to be confirmed by the owners prior to any orders being placed. Ensure services match the set-out of these items. Allow to connect to existing services.
- Fitout of new bathrooms to detail.
- Construct new internal walls for the new bathroom.
- New stud framed walls are to have Rw + Ctr 50 sound insulation and be sheeted in water resistant plasterboard.
- Allow to make good the existing timber floors to the upper level. Sand and polish.
- Allow to supply and install a new floating timber floor to the lower level rooms except the bathrooms. Finish and type to be confirmed with the owners.
- Allow to strip out the existing kitchen and cut down the servery wall to bench height. Owners to confirm new kitchen layout and fixtures and fittings. Allow for installation and connection of services, including a new compliant extraction fan installed in the external window.
- Replace existing window to bathroom. No change to opening size or location.
- Allow to paint all walls and ceilings and existing nominated windows. Colour to be nominated by owners.
- Replace all the existing doors and frames with new timber frames and install framed obscure glazed doors in same openings.
- Supply and install new sliding timber door to the new bathroom for paint finish.
- Supply and install new wardrobes in master bedroom. Doors to be finished in battened MDF SPB20mm wide battens with 10mm groove. 25mm thick MDF on adequate substrate.
- Allow to install new lights as per the approved plan including LED strip lighting to underside stair handrail.
- Replace all skirtings to the upper floor with square edge groove skirtings (MDF 15mm x 170mm). Paint finish.

- Refer to the Annual Fire Safety Statement (copy attached) for a list of all fire services relevant to the apartment. Upgrade as required for new works and certify at completion.
- Upgrade the mechanical ventilation system to the existing bathroom and prove as new system to the new ensuite bathroom. Ensure all systems are compliant and certify at completion. Ensure systems ventilate directly to outside air



- ① LOCATION OF LOWER LEVEL WINDOW.
- ② LOCATION OF UPPER LEVEL WINDOW.

WARUDA STREET

SYDNEY HARBOUR

LOT 18  
D.P. 4829

LOT 15-17  
D.P. 4829

RESERVE  
LOT 6-8  
D.P. 21555

BOUNDARY - 30.320m

EASEMENT

BOUNDARY - 17.230m

BOUNDARY - 27.690m

BOUNDARY 53.135m

ENTRY + VERANDAH

No. 1  
SP-15930  
SIX STOREY  
BRICK  
RESIDENTIAL  
FLAT BUILDING

BALCONY

BOUNDARY 12.165m

STONE TERRACE

STONE TERRACE

STONE PAVING

STONE PAVING

TOP OF SEAWALL

EXISTING OPENING  
IN FOOTPATH

TIMBER DECK

TIMBER

LOCATION OF UNIT 7

①

②

GARDEN

BOUNDARY 18.035m

8.50

8.00

7.00

6.50

6.00

2.90

ROCK

STONE PAVING

STONE PAVING

STONE PAVING

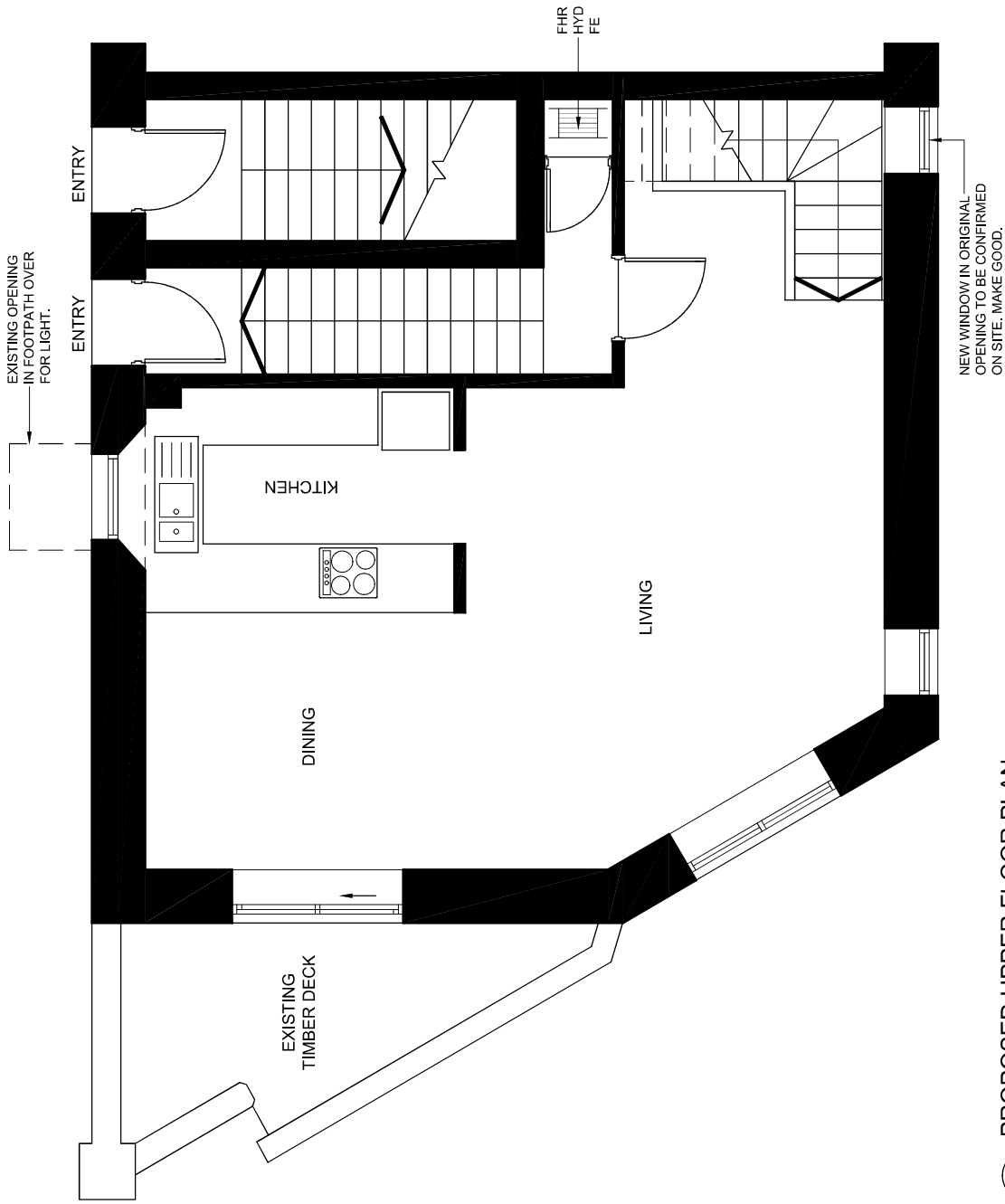
STONE PAVING

STONE PAVING

STONE PAVING

**SITE PLAN**  
SCALE 1:200@A3

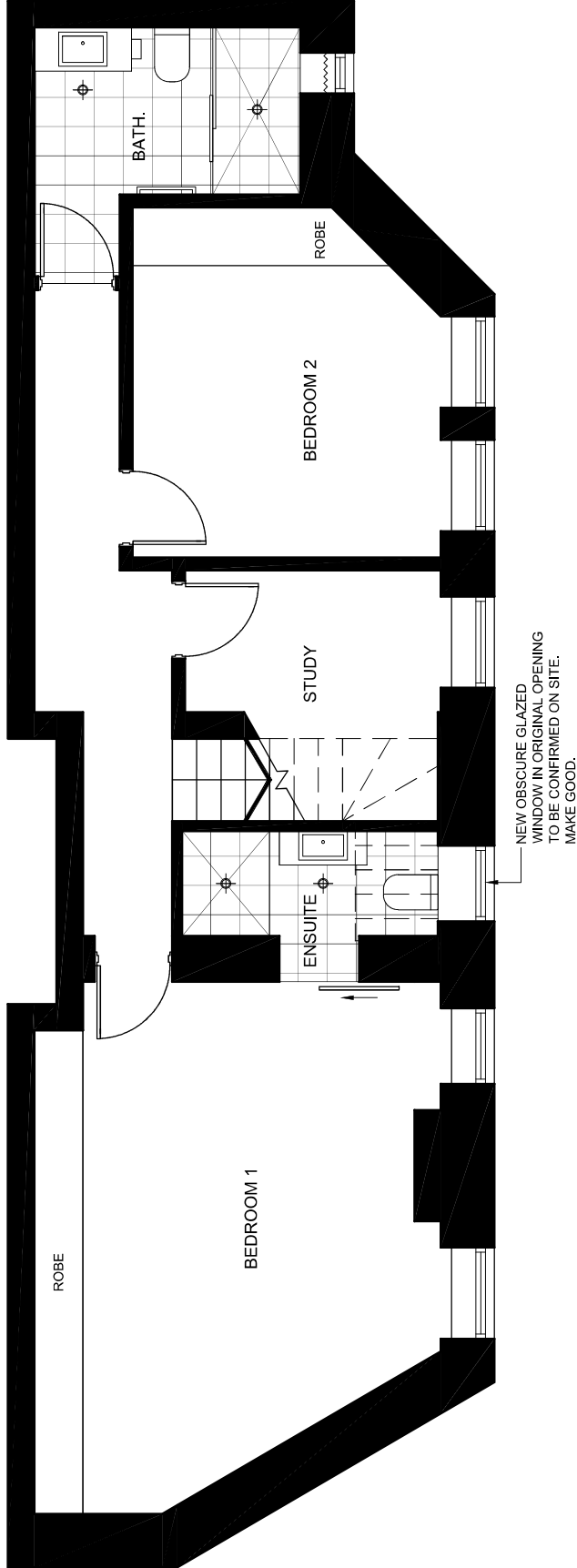
<p>ALL DIMENSIONS TO BE VERIFIED ON SITE. DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALED DIMENSIONS. ANY DISCREPANCIES TO BE REFERRED TO ARCHITECT BEFORE PROCEEDING.</p>	<p>Project: <b>ALTERATIONS + ADDITIONS 7 / 1 WARUDA STREET KIRIBILLI NSW</b> Client: <b>HONORE</b></p>	<p>Drawing Title: <b>SITE PLAN</b></p>	<p>Consultant: <b>HOSKING MUNRO</b> HOSKING MUNRO PTY. LTD. ARCHITECTS &amp; LANDSCAPE DESIGNERS NOMINATED ARCHITECT - MICHAEL MUNRO NSWARB 3749 3/09 / 55 MILLER STREET, PYRMONT 2009 ph: 0660 7055 email: hmg@hoskingmunro.com.au</p>	<p>Issue: <b>A</b> Amendment: <b>DA/ISSUE</b></p>	<p>Date: <b>15/06/21</b></p>	<p>By: <b>JC</b></p>	<p>Job No: <b>HM1510 DA100 'A'</b> Dwg No: <b>DA100 'A'</b> Scale: 1:200@A3 Date: <b>JUNE 2021</b></p>	<p>Rev:</p>
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**PROPOSED UPPER FLOOR PLAN**

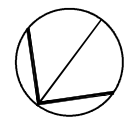
SCALE 1:50@A3

<p>ALL DIMENSIONS TO BE VERIFIED ON SITE. DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALED DIMENSIONS. ANY DISCREPANCIES TO BE REFERRED TO ARCHITECT BEFORE PROCEEDING.</p>	<p><b>Project:</b> ALTERATIONS + ADDITIONS 7 / 1 WARUDA STREET KIRRIBILLI NSW <b>Client:</b> HONORE</p>	<p><b>Drawing Title:</b> PROPOSED UPPER FLOOR PLAN</p>	<p><b>Consultant:</b> <b>HOSKING MUNRO</b> HOSKING MUNRO PTY. LTD. ARCHITECTS &amp; LANDSCAPE DESIGNERS NOMINATED ARCHITECT - MICHAEL MUNRO NSWARB 3749 3/09 / 55 MILLER STREET, PYRMONT 2009 ph +660 7055 email hnm@hoskingmunro.com.au</p>	<p><b>Issue</b>    <b>Amendment</b> A            DA/ISSUE</p>	<p><b>Date:</b> 15/06/21</p>	<p><b>By:</b> JC</p>	<p><b>Job No:</b> HM1510 DA101 'A'</p>	<p><b>Rev:</b> Scale: 1:50@A3    Date: JUNE 2021</p>
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**PROPOSED LOWER FLOOR PLAN**

SCALE 1:50@A3

<p>ALL DIMENSIONS TO BE VERIFIED ON SITE. DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALED DIMENSIONS. ANY DISCREPANCIES TO BE REFERRED TO ARCHITECT BEFORE PROCEEDING.</p>	<p>Project: <b>ALTERATIONS + ADDITIONS 7 / 1 WARUDA STREET KIRRIBILLI NSW</b> Client: <b>HONORE</b></p>	<p>Drawing Title: <b>PROPOSED LOWER FLOOR PLAN</b></p>	<p>Consultant: <b>HOSKING MUNRO</b> HOSKING MUNRO PTY. LTD. ARCHITECTS &amp; LANDSCAPE DESIGNERS NOMINATED ARCHITECT - MICHAEL MUNRO NSWARB 3749 3/09 / 65 MILLER STREET, PYRMONT 2009 ph +660 7055 email hnm@hoskingmuro.com.au</p>	<p>Issue Amendment A DA/ISSUE</p>	<p>Date 15/06/21</p>	<p>By JC</p>	<p>Job No: <b>HM1510 DA102 'A'</b> Scale: 1:50@A3 Date: JUNE 2021</p>	<p>Rev:</p>
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# Special By-Law 13

## Annexure

## **ANNEXURE "A"**

### **Scope of Works**

#### **KITCHEN**

- (a) Removal of existing fixtures and fittings including cabinetry, benchtops and sink;
- (b) Installation of new fittings and fixtures including cabinetry, benchtops and sink;

#### **ENSUITE BATHROOM**

- (c) Removal of existing fixtures and fittings including cabinetry, shower screens, bathtub, toilet and vanities;
- (d) Installation of new fixtures and fittings including cabinetry, shower screens, double shower head, toilet and vanities. The installation of new double shower head will involve reconfiguration to the existing pipework and water connection within the Lot;
- (e) Removal of existing waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles;
- (f) Removal of existing hot water system and installation of one 80L electric hot water system connected to the existing water connection in the ensuite bathroom of the Lot;

#### **LAUNDRY**

- (g) Removal of existing fixtures and fittings including the cabinetry and sink;
- (h) Installation of new fixtures and fittings including shower screen, toilet and vanities to create a new laundry/bathroom area for the Lot;
- (i) Removal of existing waterproofing membranes, floor and wall tiles and installation of new waterproofing membranes floor and wall tiles;
- (j) Removal of existing window and installation new window with reeding privacy glass to the existing window opening;

#### **LIVING ROOM**

- (k) Installation of a new ethanol-burning fireplace with penetration being approximately 1264 mm x 807mm created on the existing wall.

#### **THROUGHOUT THE LOT**

- (l) Removal of existing flooring throughout the Lot (excluding bathroom and laundry of the Lot), and installation of new timber flooring with underfloor heating and acoustic underlay throughout the Lot;
- (m) Removal of existing wall mounted air conditioning system from the Lot;
- (n) Removal of existing walls in accordance with the Wall Removal Plan;
- (o) Installation of new curved walls at the entrance of the Lot to create new foyer area, as depicted in the Layout Plan;
- (p) Reconfiguration of power outlets, light fittings and tapware as required; and
- (q) All associated penetrations, piping, plumbing and electrical connections.

# ANNEXURE "B"

## Layout Plan

**MIDDESIGNER**  
Interior Design

Shop 2, 4th Alexander St,  
Crows Nest NSW 2086  
02 9558 7528  
info@middesigner.com.au

Client: Jodie & Geoff  
Address: 1133 Myrmidon St  
Kenshill

Project Name:  
KERRILLU PROJECT

Drawn by: JLG  
Issue: 20/10/21

Description:  
Overall Floor Plan

Scale:  
1:50

**IMPORTANT:** Check all measurements on site prior to construction or commencement of work. Measurements provided in this document are for design intent only and are not intended for manufacturing or replication. Shop drawings must be supplied by contractors for the purpose of manufacture/installation. Contractors should be taken to site sheets provided directly by Middesigner or the clients. Any discrepancies should be brought to the attention of Middesigner prior to the commencement of work.





## ANNEXURE "D" Engineer Report

**macartney**  
engineering consultants  
ABN 94 100 696 115



Suite 3, 6-7 Gurrigal Street  
Mosman NSW 2088  
T 02 9969 9785  
M 0418 458 690  
E [mec@mecsydneyc.com.au](mailto:mec@mecsydneyc.com.au)  
W [www.mecsydneyc.com.au](http://www.mecsydneyc.com.au)

29 September 2022

The Owners SP15930  
c/- Strata Choice  
Locked Bag 1919  
ST LEONARDS NSW 1590

Attention: Dr Roderic Kefford

Dear Rod,

### 1 Waruda Street, Kirribilli – new fitout of Unit 33

Following two site inspections with the Builder for these works and review of the design drawings for the new fitout, I have provided engineering advice on the effect that the proposals would have on the common property of the building. This advice was provided in my emails dated 2 August 2022, 9 August 2022 and 16 September 2022.

I have now received the attached amended design for the fitout dated 26/9/22 from MIDesigner. I have reviewed it for the effect on common property and advise as follows:

With reference to your email dated 4/8/22 and the points you raised:

- Windows – the owners are aware of the appearance requirements.
- Air conditioning – I'm informed there will be no air conditioning in the unit.
- Fire place – I'm informed this is not flued.

Following my advice regarding its weight on the floor the bathtub has been removed.

The opening in the internal masonry wall for the fireplace is structurally acceptable with the installation of suitable lintel beams.

I expect new tiling will be installed in the existing bathroom and in the new bathroom being created in the existing laundry. Whilst there is effectively no change, the introduction of measures to limit noise transmission to the floor below may warrant consideration.

New flooring and ceiling linings are proposed. I'm informed the flooring will be a form of composite panelling and it will include an acoustic underlay. Based upon our work on the Unit 26 fitout this should protect against excessive noise transmission.

Based upon my inspections I believe the existing floor and ceiling structures will not be over-loaded by the new flooring and plasterboard ceiling linings. I have advised the owners that the floors may deflect perceptibly under the influence of foot traffic and suggested they make their own assessment of this.

With the qualifications above it appears that the proposals on the attached drawing will not have a detrimental effect on common property structure or present a noise transmission risk.

Yours sincerely

John Macartney