

STRATA PLAN 60918

BY-LAWS

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Part 1

1.1 Parties Bound

The parties who must comply with these by-laws are:

- (a) the Owners Corporation;
- (b) each Owner; and
- (c) each Occupier.

1.2 Compliance

A person who must comply with these by-laws must not do anything to prevent any other person from complying with these by-laws.

Part 2 - Definitions and Interpretation

2.1 Definitions

In these by-laws unless the context otherwise required:

“Act” means the Strata Schemes Management Act 1996.

“Architectural Standard” means the architectural standard created by the Building Management Committee under clause 14.9 of the Strata Management Statement.

“Building” means the building and improvements on the land known as “Italian Forum”.

“Building Management Committee” means the building management committee constituted under clause 3.1 of the Strata Management Statement.

“Building Manager” means the building manager appointed by the Building Management Committee under clause 13.8 and Part 20 of the Strata Management Statement and includes a reference to employees and contractors of the building manager.

“By-laws” means the by-laws created under this document as amended, added to or rescinded from time to time.

“Common Property” means all areas of the Strata Scheme which are not part of a Lot.

“Government Agency” is a governmental or semi-governmental administrative, fiscal or judicial department or entity.

“Health Club” means the gym, spa, sauna and health club area situated on Level 1 of the Building which is part of Common Property.

“Lot” means a lot within the Strata Scheme.

“Occupier” means a lessee, licensee, occupier or mortgagee in possession of a Lot.

“Owner” means:

- (a) the registered proprietor for the time being of a Lot; or
- (b) if the Lot is subdivided or re-subdivided, the owners for the time being of the new lot.

“Owners Corporation” has the meaning given to it in the Act.

“Strata Management Statement” means the strata management statement for Italian Forum registered at or about the same time as the Strata Scheme.

“Strata Manager” is the strata managing agent appointed by the Building Management Committee under clause 13.4 of the Strata Management Statement and includes a reference to employees and contractors of the strata manager.

“Strata Scheme” means The Owners – Strata Plan No. 60918.

- (a) the singular includes the plural and vice versa;
- (b) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (c) a document includes any variation or replacement of it;
- (d) a reference to time is a reference to Sydney time;
- (e) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (f) “include” or “including” when introducing an example or list of things, does not limit the example, or list used or referred to; and
- (g) headings are only used for convenience and do not affect the interpretation.

Part 3 - Laws and instruments

3.1 Strata Management Statement

The Strata Management Statement contains provisions which apply to the Owners Corporation and each Owner and Occupier. In the event of any inconsistency between the Strata Management Statement and these By-Laws, the Strata Management Statement will prevail.

3.2 Obligation to Comply

The Owners Corporation, each Owner and each Occupier:

- (a) must observe the provisions of the Strata Management Statement;
- (b) must not do anything which is prohibited by or contravenes the provisions of the Strata Management Statement; and
- (c) must, where required under the Strata Management Statement, apply for consent from the Building Management Committee before doing any act or thing.

3.3 Architectural Standard

These By-Laws are subject to the Architectural Standard.

- (a) Nothing in these By-Laws will operate to imply any consent to the Owners Corporation or an Owner or Occupier to carry out building work to Common Property or a Lot which is not in conformity with the Architectural Standard.
- (b) The Architectural Standard determined by the Building Management Committee will be taken to be incorporated as if fully set out in these By-Laws.

3.4 Rules

The Owners Corporation may from time to time make rules (or add to or change those rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property (including the Health Club) in the Strata Scheme. Each Owner and Occupier must comply with those rules.

3.5 Compliance with By-Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, comply with these By-Laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the building.

3.6 Compliance with Laws

Each Owner and Occupier must, at their own expense and in a timely fashion, comply with all laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

3.7 Covenants and Easements

Each Owner and Occupier must observe the provisions of any covenant, easement or right of way affecting any Lot or the Common Property.

3.8 Non-payment of Levies

Each Owner and Occupier must promptly pay all levies and other amounts required to be paid by the Owners Corporation pursuant to these By-Laws or the provisions of the Act.

3.9 Non-compliance

The following provisions apply if an Owner or Occupier fails to comply with these By-Laws:

- (a) the Owners Corporation may enforce a By-Law by legal means.
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier.
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work.
- (d) the Owners Corporation may recover any money owed to it by an Owner under the By-Laws or the Act as a debt.
- (e) the powers of the Owners Corporation under this By-Law are in addition to those available to it under the Act.

3.10 Alteration of By-Laws

The Owners Corporation may add to, change or cancel these By-Laws according to the Act but only if it observes the provisions of clause 13.12 of the Strata Management Statement.

3.11 Applications

Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

Part 4 - Behaviour by Owners and Occupiers

4.1 Behaviour

An Owner or Occupier must not:

- (a) make noise or behave in a way that might interfere with other Owners, Occupiers or their invitees or any other person lawfully using Common Property;
- (b) obstruct lawful use of Common Property by any person;
- (c) use language or behave in a way that might offend or embarrass another Owner, Occupier or their invitees;
- (d) when admitting visitors or invitees to the Building; not permit them to remain on Common Property unsupervised except to the extent reasonably necessary for access of visitors or invitees;
- (e) do anything in their Lot or in Common Property which is illegal;

- (f) do anything which might damage the good reputation of the Building;
- (g) permit any parts of Lots which are parking areas to be used for any purpose other than for the purpose of housing motor vehicles or motor bikes;
- (h) enter and remain on Common Property without being adequately clothed; or
- (i) deposit or throw any garbage on Common Property except in a receptacle or area specifically provided for that purpose.

Appropriate clothing worn within the Health Club will not offend sub-clause (h) of this By-Law.

4.2 Children

An Owner or Occupier must not allow children in their care to:

- (a) play on Common Property; or
- (b) be in an area of Common Property that is dangerous unless supervised by an adult.

4.3 Laundry

An Owner or Occupier must not hang laundry, bedding or other articles on the balcony or terrace of a lot or in any area which is visible from outside the Lot.

4.4 Animals

An Owner or Occupier must not:

- (a) keep any animal in their Lot or on Common Property unless it is a guide or hearing dog and the Owner or Occupier is visually or hearing impaired;
- (b) allow any visitors or invitees to bring animals into the Building unless they are a guide or hearing dogs.

4.5 Increasing Insurance Premiums

An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation for the Strata Scheme of the Building Management Committee for the Building.

4.6 Health Club

The following provisions apply in relation to the Health Club:

- (a) only Owners or Occupiers and their invitees may use the Health Club;
- (b) the Health Club may only be used during hours nominated from time to time by the Owners Corporation;
- (c) the Owners, Occupiers or their invitees who use the Health Club must exercise caution at all times and must not behave in a manner that is likely to interfere with the use of that facility by other persons; and
- (d) children under the age of 16 years may not have access to the Health Club unless accompanied by an adult supervisor exercising effective control over them.

4.7 No Interference with Managers

An Owner or Occupier must not:

- (a) interfere with or stop the Strata Manager or Building Manager performing their duties; or
- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

Part 5 - An Owner's Lot

5.1 Cleaning and Maintenance

Each Owner and Occupier must, at their own cost:

- (a) keep their Lot clean and in good repair;
- (b) provided that it can be accessed safely, clean glass in the windows and doors of their Lot;
- (c) comply with all laws relating to their Lot including any requirement, notices and orders of any Government Agency; and
- (d) properly maintain their Lot and any dedicated installation which services their Lot.

5.2 Installations

An Owner or Occupier must not:

- (a) operate electronic equipment or devices which interfere with domestic appliances in other Lots or Common Property;
- (b) install or operate security devices which have an audible alarm;
- (c) install bars, screen, grills, security locks or other safety devices on the exterior of windows or doors in a Lot; or
- (d) attach or hang aerials, security devices or electronic wires on the exterior of their Lot or on Common Property.

5.3 Visible Items

An Owner or Occupier must not without the prior written consent of the Owners Corporation:

- (a) display any sign or advertisement which is visible from outside their Lot or is attached to Common Property;
- (b) keep anything in a Lot which is visible from outside that Lot which is not in keeping with the general appearance of the Building or which does not comply with the Architectural Standard;
- (c) install any blinds or window coverings facing the piazza in the Italian Forum Complex other than "Slimline Venetian – 25mm Slates – Magnolia – Colour Number 293";
- (d) place or maintain outdoor furniture, planter boxes, pot plants, recreational equipment or barbecues on the terrace or balcony of a Lot unless those items:
 - (i) comply with the Architectural Standard; and
 - (ii) will not cause damage to the Lot or Common Property.

In giving its consent, the Owners Corporation will be entitled to require an Owner or Occupier to remove any thing, item or sign from time to time to allow regular maintenance and repair of Common Property.

5.4 Floor Coverings

An Owner and Occupier must cover or treat floors in their Lot in an appropriate manner so as to prevent the transmission of noise which might disturb other Owners and Occupiers. This By-Law does not apply to parts of a Lot which were originally treated with wooden or tiled flooring.

5.5 Garbage Disposal

An Owner and Occupier must:

- (a) recycle garbage according to any instructions from the Owners Corporation or a Government Agency;

(b) drain and securely wrap garbage in small parcels and deposit them in designated areas provided for that purpose;

(c) observe rules made by the Owners Corporation relating to garbage removal; and

(d) contact the Building Manager regarding the removal of large articles or dangerous or poisonous items.

PART 6 - Building Work

6.1 Building Work

Any Owner and Occupier who wants to effect building work in the Building or alter the structure of a Lot must comply with the provisions of this Part 6.

6.2 Obtaining Consent

Before doing any work or alterations an Owner and Occupier must:

(a) obtain consent from the Owners Corporation and the Building Management Committee;

(b) if required by law, obtain the consent of Government Agencies; and

(c) give the Owners Corporation and the Building Management committee, a detailed written description of the proposed work or alterations.

6.3 Giving Consent

The Owners Corporation may not unreasonably withhold consent to any work or alterations proposed by an Owner or Occupier if:

(a) the works or alterations are necessary to enable the Owner or Occupier to use their Lot for a proposed lawful purpose;

(b) the works or alterations do not adversely affect Common Property or the rights of any other Owner or Occupier or any other proprietor of a lot or parcel in the Building;

(c) the Owner and Occupier enters into a covenant (binding on successors, assigns or transferees) with the Owners Corporation to comply with conditions which the Owners Corporation may reasonably require including:

(i) a condition that the Owners Corporation or any other person does not have to re-instate;

(ii) a condition that the works or alterations are carried out at the sole sale cost and expense of the Owner or Occupier; and

(iii) an indemnity to the Owners Corporation in respect of any damage that might be caused; and

(d) the proposed works or alterations do not contravene the Architectural Standard.

6.4 Carrying out Works

In carrying out any works or alterations an Owner or Occupier must:

(a) ensure that all works or alterations are carried out without undue delay;

(b) cause as little disturbance as possible to other Owners and Occupiers or the proprietors of other lots or parcels in the Building;

(c) use qualified, reputable and, where appropriate, licensed contractors;

(d) carry out all works or alterations in a proper and workmanlike manner;

(e) promptly remove all resulting rubbish and debris from the Building by the carrying out of those works or alterations;

(f) promptly repair any damage directly or indirectly caused to the Building by the carrying out of those works or alterations.

6.5 Minor Works

An Owner or Occupier may undertake minor work or make minor alterations to the interior Common Property structures enclosing their Lot such as the hanging of pictures or the fixing of furniture to walls.

PART 7 - Common Property

7.1 Common Property

An Owner or Occupier must:

(a) only use Common Property and equipment situated there for its intended purpose;

(b) notify the Owners Corporation if there is any damage to or a defect in Common Property or equipment situated there; and

(c) compensate the Owners Corporation or any damage to Common Property caused by an Owner, Occupier or any of their invitees.

7.2 Damage

An Owner or Occupier must not:

(a) do or permit anything to be done which might cause structural damage to the Building or Common Property including bringing into the Building any heavy article;

(b) deface or damage Common Property;

(c) interfere with any personal property or equipment of the Owners Corporation situated in Common Property; and

(d) interfere with the proper operation of any equipment installed in Common Property including lifts and security devices.

7.3 Moving furniture and goods

Before an Owner or Occupier moves any furniture or goods through the Building and Common Property it must:

(a) make arrangements with the Building Manager at least 48 hours in advance;

(b) move furniture and goods according to the instructions of the Building Manager;

(c) comply with any other reasonable requirements of the Building Manager; and

(d) use lifts and entrances directed to be used by the Building Manager.

7.4 Parking or Storage on Common Property

An Owner and Occupier must have the prior consent of the Owners Corporation before:

(a) parking or leaving any motor vehicle or motorbike on Common Property; or

(b) storing any goods or belongings on Common Property.

7.5 Restricting Access

The Owners Corporation may for security reasons or for the effective control and management of the Building:

- (a) close off or restrict access to parts of Common Property which are not required for access to any Lots;
- (b) restrict by security device access to levels in the Building where an Owner or Occupier does not own or occupy a Lot;
- (c) allow the Building Manger to use parts of Common Property to operate or monitor the security of the Building; and
- (d) prevent an Owner or Occupier from gaining access to those parts of Common Property used for security purposes by the Building Manager.

PART 8 - Security and Fire Control

8.1 Flammable Materials

An Owner or Occupier must not use or store:

- (a) any flammable chemical, liquid, gas or other materials on their Lot other than those chemicals, liquids, gases or materials used or intended to be used in connection with the lawful occupation of their Lot; or
- (b) any flammable chemical, liquid, gas or other material on Common Property.

8.2 Security

The Owners Corporation must take reasonable steps in conjunction with the Building Management Committee to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so, the Owners Corporation may:

- (a) install and operate security cameras and other surveillance equipment;
- (b) install and operate fire and safety devices and equipment; and
- (c) make arrangements with third parties about the installation and operation of security and fire prevention equipment.

8.3 No Interference by Owners and Occupiers

An Owner or Occupier must:

- (a) not interfere with security or surveillance equipment in the Building; or
- (b) do anything that might prejudice the security or safety of the Building.

8.4 Security Keys

The Owners Corporation will make available to Owners and Occupiers not less than 2 sets of security keys or security devices necessary to enable Owners and Occupiers to access their Lot and, for that purpose, to pass over Common Property necessary to access their Lot. The Owners Corporation may charge a fee for the provision of any additional security keys or devices. Each Owner and Occupier must:

- (a) exercise a high degree of caution and responsibility in making security keys or devices available for use by other persons;
- (b) not duplicate or permit any security keys or device to be duplicated;
- (c) take all reasonable steps to ensure that security keys or devices are not lost; and

(d) immediately notify the Owners Corporation if a security key or device is lost or destroyed.

8.5 Fire Control

The Owners Corporation and each Owner and Occupier must comply with all laws about fire safety and control and must:

(a) not interfere with fire safety equipment;

(b) not obstruct fire stairs or fire escapes; or

(c) take reasonable care to make sure that fire and security doors are locked or closed when not being used.

PART 9 - Managers

9.1 Strata Manager

The Owners Corporation must appoint and retain the Strata Manager under Section 28 of the Act.

9.2 Agreement

The Owners Corporation has the power to appoint and enter into an agreement ("Agreement") with the Building Management to provide management and operational services for the Strata Scheme as:

(a) an Owners Corporation in its own right; and

(b) a member of the Building Management Committee.

9.3 Terms of Agreement

The term of the Agreement may be up to 10 years with one option of up to 10 years. The Agreement may have provisions about:

(a) the rights of the Owners Corporation and the Building Manager to terminate the Agreement early; and

(b) the Building Manager's rights to assign the Agreement.

9.4 Remuneration

The Building Manager's remuneration for the first year of the Agreement may be a fixed fee and for subsequent years may be:

(a) the market cost agreed between the Owners Corporation and the Building Manager for performing the Building Manager's duties; plus

(b) a profit component.

9.5 Duties

The Building Manager's duties under the Agreement may include:

(a) caretaking, supervising and servicing Common Property;

(b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property and personal property of the Owners Corporation;

(c) arranging for the collection and removal of garbage;

(d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink service;

(e) providing a letting, property management and sales service;

(f) supervising employees and contractors of the Owners Corporation;

(g) general supervision; and

(h) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.

9.6 Additional Services

An Owner and Occupier may separately contract with the Building Manager to provide services in respect of their Lot on terms and conditions which those parties may agree provided that those terms and conditions do not conflict with the provisions of these by-laws or the Strata Management Statement.

Special by-law no. 1 - Installation of air conditioners - lots 15 and 16

A. DEFINITIONS

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

"Owners" means each of the owners for the time being of Lots 15 and 16.

"Works" means the alterations and additions undertaken by the Owners to install split cycle air conditioning systems in Lots 15 and 16 and to part of the adjoining common property (including all ancillary structures, piping and ducting) as shown on the plans and drawings submitted by the Owners at the meeting at which this by-law was made.

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

B. RIGHTS

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

(a) a special privilege in respect of the common property to perform the Works and to erect and keep the Works to and on the common property; and

(b) the exclusive use of those parts of the common property occupied by the Works.

C. CONDITIONS

Maintenance

(i) The Owners must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.

(ii) The owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Performance of Works

(iii) In performing the Works, the Owners must:

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

(b) protect all areas of the strata scheme outside their lots from damage by the Works or by the transportation of construction materials, equipment and debris, in the manner reasonably acceptable to the owners corporation;

(c) keep all areas of the building outside their lots clean and tidy throughout the performance of the Works;

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

(e) remove all debris resulting from the Works immediately from the building; and

(f) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Liability

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

Indemnity

(v) The Owners must indemnify the owners corporation against any loss or damage the owner corporation suffers as a result of the performance, repair, maintenance or replacement of the works on the common property including liability under section 65(6) in respect of any property of the Owners.

Cost of Works

(vi) The Works must be undertaken at the cost of the Owners.

Licensed Contractors

(vii) The works shall be done:

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

(b) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

Statutory Directions

(viii) In performing the Works the Owners must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners servants, agents and contractors.

Owners Fixtures

(ix) In Works shall remain the Owners' fixtures.

Right to Remedy Fault

(x) If the Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:

(a) carry out all work necessary to perform that obligation

(b) enter upon any part of the parcel to carry out that work; and

(c) recover the costs of carrying out that work from the defaulting Owner.

Special by-law no. 2 - Enclosure of garage – lot 15

A. DEFINITIONS

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

"Garage Works" means the alterations and additions undertaken by the Owner to enclose the carspaces to Lot 15 including the installation of an automatic tilt door for the purposes of creating a garage for improved security and storage.

"Owner" means each of the owners for the time being of Lot 15.

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

B. RIGHTS

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

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

C. CONDITIONS

Maintenance

(i) The Owner must properly maintain and keep the common property to which the Garage Works are erected or attached in a state of good and serviceable repair.

(ii) The Owner must properly maintain and keep the Garage Works in a state of good and serviceable repair and must replace the Garage Works as required from time to time.

Performance of Works

(iii) In performing the Garage Works, the Owner must:

- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
- (b) protect all areas of the strata scheme outside Lot 15 from damage by the Garage Works or by the transportation of construction materials, equipment and debris, in the manner reasonably acceptable to the owners corporation;
- (c) keep all areas of the building outside lot 15 clean and tidy throughout the performance of the Garage Works;
- (d) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;
- (e) remove all debris resulting from the Garage Works immediately from the building; and
- (f) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Garage Works.

Liability

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

Indemnity

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

Cost of Works

(vi) The Garage Works shall be undertaken at the cost of the Owner

Licensed Contractor

(vii) The Garage Works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications (if any) approved by the local council and owners corporation.

Statutory Directions

(viii) In performing the Garage Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owners servants, agents and contractors.

Owners Fixtures

(ix) The Garage Works shall remain the Owner's fixtures.

Right to Remedy Default

(x) If the Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.

Special by-law no. 3 - Power to install awnings

1. DEFINITIONS;

(i) The following terms are defined to mean:

"**Works**" means the alterations and additions undertaken by the Owners to install awnings on their balconies and to part of the adjoining common property (including all ancillary structures) for the purpose of providing shade and privacy to lots.

"**Owners**" means each of the owners of lots in strata scheme 60918 that do not face into the Piazza.

"**Owners Corporation**" means The Owners – Strata Plan No. 60918.

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

2. RIGHTS

Subject to the conditions in paragraph 3 of this by-law, the Owners will have a special privilege to install and maintain the Works on the balconies of lots and to part of the common property adjoining their lots.

3. CONDITIONS

Maintenance

(i) The Owners must properly maintain and keep the common property to which the Works are attached in a state of good and serviceable repair.

(ii) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Performance of Works

(iii) When carrying out the Works, the Owners must:

(a) obtain the prior written consent of the Building Management Committee before carrying out the Works;

(b) only install an awning that is identical to the awning installed at lot 36, that being the Issey Premier Terrace Awning:

- colour of fabric Vickson Constant No. 0525;
- colour of powder coated cassette (to store awning when not being used) dulux sand;
- dimensions of awning – wide 3780mm & projection – length 2500mm;

or as approved by the Building Management Committee from time to time;

(c) the awning fabric and storage box are to match the colour of the render work;

(d) only install an awning or pergola within the perimeters of their lot;

(e) protect all areas of the building outside their lot from damage when carrying out the Works;

(f) keep all areas of the building outside their lots clean and tidy when carrying out the Works;

(g) remove all debris resulting from the Works immediately from the building; and

(h) comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the installation of the Works.

Liability

(iv) The Owners will be liable for any damage caused to any part of the common property as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

(v) The Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out the Works on the common property including liability under section 65(6) in respect of any property of the Owners.

Cost of Works

(vi) The construction, installation, maintenance and repair of the Works will be at the cost of the Owners.

Right to Remedy Default

(vii) If the Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the parcel to carry out that work; and

(c) recover the costs of carrying out that work from the defaulting owner.

The By-Law Sub-Committee will also consider a further by-law to allow those units who face into the "Piazza" which have a rear courtyard to also install awnings to those courtyards.

Special by-law no. 4 - Power to install bi fold shutters

1. DEFINITIONS

(i) The following terms are defined to mean:

"Owners" means the lot owners of units 28 to 38, inclusive within the 'Roma Complex' for the time being in strata scheme 60918.

"Works" means the alterations and additions undertaken by the Owners to install Bi Fold "Timbercraft" shutters (60mm blades) to the double door openings that lead out onto their courtyards (including all ancillary structures) for the purpose of providing shade and privacy to lots.

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

2. RIGHTS

Subject to the conditions in paragraph 3 of this by-law, the Owners will have a special privilege to install and maintain the Works on the door of lots and to part of the common property adjoining their lots.

3. CONDITIONS

(i) The Owners must properly maintain and keep the common property to which the Works are attached in a state of good and serviceable repair.

(ii) The Owners must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Performance of Works

(iii) When carrying out the Works, the Owners must:

(a) obtain the prior written consent of the Building Management Committee before carrying out the works;

(b) only install shutters that are of a style, design, colour and specification as approved by the Building Management Committee from time to time;

(c) protect all areas of the building outside their lot from damage when carrying out the Works;

(d) keep all areas of the building outside their lots clean and tidy when carrying out the Works;

(e) remove all debris resulting from the Works immediately from the building; and

(f) comply with the requirements of the owners corporation to comply with any other by-laws concerning the installation of the Works.

Liability

(iv) The Owners will be liable for any damage caused to any part of the common property as a result of the Works and will make good that damage immediately after it has occurred.

Indemnity

(v) The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of carrying out the Works on the common property including liability under section 65(6) in respect of any property of the Owners.

Cost of Works

(vi) The construction, installation, maintenance and repair of the Works will be at the cost of the Owners.

Right to Remedy Default

(vii) If the Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the parcel to carry out that work; and

(c) recover the costs of carrying out that work from the defaulting owner.

Special by-law no. 5 – Power to install foxtel conduits

1. DEFINITIONS

(i) The following terms are defined to mean:

“Conduits” means a cabling system and all ancillary mechanisms to permit and facilitate transmission of Foxtel’s pay-to-air television service, attached to the common property in accordance with the plans and drawings attached to the minutes of the meeting at which this by-law was made.

“Conduits” does not mean cables or ancillary mechanisms installed within the boundaries of any if, for the connection of the pay-to-air television service to individual lots.

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

2. POWERS & DUTIES

(i) The Owners Corporation shall have the following additional powers, authorities, duties and functions:

(a) the power to install the conduits;

(b) the power to enter into a contract with Foxtel to install the conduits;

(c) the power to enter lots to repair or replace the conduits or any part of the conduits on the same terms as prescribed in section 65 of the Strata Schemes Management Act 1996;

(d) the power to enter into arrangements with third parties from time to time for the operation, repair and replacement of the conduits.

Special by-law no. 6 – Power to install air conditioning

1. DEFINITIONS

(i) The following terms are defined to mean:

“Air-Conditioning Works” means the alterations and additions undertaken by each Owner to their respective lot and so much of the adjoining common property as is necessary to install an air-conditioning system (including all ancillary structures) to service their lot.

“Owners” means each of the owners of strata plan No. 60918.

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

2. SCOPE OF BY-LAW

(iii) Owners must not undertake any Air-Conditioning Works except in accordance with this by-law.

3. CONDITIONS

Documentation & Approval

(iv) Owners must not undertake any Air Conditioning Works without the prior written approval of the executive committee, such approval to be given in the total discretion of the executive committee.

(v) In seeking the approval for the Air-Conditioning Works, Owners must first submit to the executive committee the following documents relating to the Air-Conditioning Works:

(a) plans and drawings;

(b) specifications;

(c) structural diagrams; and/ or

(d) any other document reasonably required by the executive committee.

Maintenance

(vi) Owners must properly maintain and keep the common property to which the Air-Conditioning Works are erected or attached in a state of good and serviceable repair.

(vii) Owners must properly maintain and keep the Air-Conditioning Works in a state of good and serviceable repair and must replace the Air-Conditioning Works (or any part of them) as required from time to time.

(viii) To the extent that s 62(3) is applicable, the owners corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Air-Conditioning Works proposed under this by-law.

Insurance

(ix) Before commencing the Air-Conditioning Works Owners must effect the following insurances in the joint names of the Owner and Owners Corporation:

- (a) contractors all works insurance;
- (b) insurance required under the Home Building Act 1989 (if required);
- (c) workers compensation insurance; and
- (d) public liability insurance in the amount of \$10,000,000.

Liability

(x) Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Air-Conditioning Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

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

Cost of Works

(xii) The Air-Conditioning Works and their maintenance and repair must be undertaken at the cost of the Owner.

Owners Fixtures

(xiii) The Air-Conditioning Works shall remain the Owners' fixtures.

Right to Remedy Default

(xiv) If an Owner fails to comply with any obligation under this by-law, THEN the owners corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.

Special by-law no. 7 – Air conditioning unit installation

1. For the purposes of this by-law:

1.1 **"Owners"** means the owners or occupiers of lots in Strata Plan 60918;

1.2 **"Owners Corporation"** means the Owners Corporation of Strata Plan 60918;

1.3 **"Executive Committee"** means the Executive Committee of Strata Plan 60918;

1.4 **"Building Management Committee"** means the Building Management Committee constituted under clauses 3.1 and 3.2 of the Strata Management Statement;

1.5 **"Common Property"** means the common property of Strata Plan 60918;

1.6 **"Strata Manager"** means Dynamic Property Services or any other strata manager appointed by the Owners Corporation.

2. Where any terms used in this bylaw are defined in the Strata Schemes Management Act 1996 ("the Act"), they will have the same meaning as those words that are attributed under the Act.

3. Where in this by law the Owners Corporation is empowered to take any action, it may do so at its reasonable discretion.

4. Owners may apply for approval to install one air conditioning unit within their lot or within the Common Property adjacent to their lot, providing that the air conditioning unit is installed within the external open or recessed terrace space of their lot and not visible externally (**from any public vantage point**), which approval, subject to the following, will not be unreasonably withheld.

5. All applications for the installation of an air conditioning unit are to be made by the Owner to the Executive Committee via the Strata Manager.

6. The Owner will provide to the Executive Committee:

6.1 The proposed make and model of the air conditioning unit and, where applicable, a pamphlet from the supplier;

6.2 The proposed location of the air conditioning unit;

6.3 Evidence that the air conditioning unit (with any appropriate covering) is in compliance with the Architectural Standards (Residential) dated 24 August 2000 and will preserve the architectural integrity of the building;

6.4 Evidence that the energy or power used will not overload the energy or power to the building generally and other lots within the building;

6.5 Evidence that the noise emanating from the air conditioning unit will not infringe on the quiet enjoyment of other Owners;

6.6 Details of which supplier and/or installer it is proposed the Owner will use. This supplier should certify that clauses 6.4 and 6.5 above will be met.

7. Owners who propose to install air conditioning units to their lots must ensure that the air conditioning units comply with the following:

7.1 External air conditioning units must not be visible from any public vantage point external to the lot;

7.2 External air conditioning units must be mounted in suitable anti vibration mounts on the balcony or terrace floor as far as possible from the external balustrade and in accordance with the manufacturer's instructions;

7.3 A condensate drain from the external unit is to be installed so as to convey water to the stormwater grate or downpipe on the terrace in a way that will not provide obstruction, compromise the safety of the users of the terrace or compromise the structural integrity of the building;

7.4 Condensate from the internal unit must drain in sealed pipework to the external unit as per the manufacturer's requirements;

7.5 Any alternative to 7.4 above requires the consent of the Executive Committee, which consent will not be unreasonably withheld;

7.6 Air conditioning units are to be operated within the times required by the Council and the Environment Protection Authority;

7.7 Air conditioning units must comply with the requirements, notices or orders of any relevant statutory authority, government agency or regulatory body and the Owner will seek and obtain all necessary approvals;

7.8 All wall penetrations are to be made weatherproof and watertight. Floor penetrations are not permitted;

7.9 An Owner is entitled to use only the existing water drainage systems, unless the Owner has the express prior written consent of the Owners Corporation;

8. If the Owners Corporation engages an expert to consider the Owner's application for installation of the air conditioning unit, any fee relating to that expert report will be paid by the applicant Owner.

9. If the expert engaged by the Owners Corporation forms the view that the proposed air conditioning unit to be installed by the Owner is inappropriate, the Owners Corporation reserves the right to recommend the brand and type of air conditioner recommended by the expert.

10. Any work in relation to the air conditioning unit is to be performed at a time which will cause the least inconvenience to other Owners.

11. The responsibility for the repair of any damage sustained by the Common Property at the time of installation of an air conditioning unit is that of the Owner, who is also to bear the costs of such repair.

12. Any cost of construction, installation, repair, maintenance, and replacement of the air conditioning unit, as well as restoration if removed and not replaced, whether within the premises or forming part of Common Property, will be paid for by the Owner.

13. In the event an overloading of the power occurs due to use of the air conditioning unit, the Owner(s) of the lot(s) responsible for the overloading shall be required to pay the cost of rectifying and remedying any damage caused and paying any and all costs involved that would be otherwise payable by the Owners Corporation.

14. Any Owner installing an air conditioning unit will keep it insured as if it were contents of the lot and will not make any claim upon the Owners Corporation's insurance, in the event that there is an insurable claim.

15. The Owners Corporation reserves the right to direct the Owner to repair or replace the air conditioning unit in the event the Owners Corporation is of the opinion the air conditioning unit is in need of repair or replacement or is a danger to Owners or their invitees.

16. If the Owner fails to comply with clause 15 above within 3 months of a written request by the Executive Committee to the Owner, then the Owners Corporation may, through the Executive Committee or Strata Manager:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the parcel to carry out that work; and
- c. recover from the Owner any costs relating to carrying out that work.

17. The Owner will sign all documents and do all things necessary to facilitate the carrying out of clause 16 above, including facilitating access to the lot.

18. Owners who have installed air conditioning units prior to the registration of this by-law will, if requested by the Owners Corporation, satisfy the Owners Corporation that their installation complies with the terms of this by-law.

19. Owners who satisfy the Owners Corporation that their installation complies with the terms of this by-law remain subject to clauses 10-17 of this by-law.

20. If the Owners Corporation is not satisfied that an installation made prior to the registration of this by-law complies with the terms of this by-law, the Owners Corporation may give notice to the Owner to comply with the by-law and the Owner will take all reasonable steps to do so as soon as is practicable.

21. If the Owner fails to comply with clause 20 above, then the Owners Corporation may, through the Executive Committee or Strata Manager:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover from the Owner any costs relating to carrying out that work.

22. The Owner will sign all documents and do all things necessary to facilitate the carrying out of clause 21 above, including facilitating access to the lot.

23. The Owner shall indemnify and keep indemnified the Owners Corporation against the following, arising directly or indirectly from the installation, maintenance or replacement of an air conditioning unit, from the use of the relevant areas of the common property or from the failure to comply with this by law:

23.1 All actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

23.2 Any sum payable by way of increased premiums;

23.3 Any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

24. The terms of this by-law are conditional upon compliance with clauses 13.12 and 13.13 of the Strata Management Statement registered 27 August 1999 which set out additional mandatory terms of approval required by the Building Management Committee.

Special by-law no. 8 – Renovations to lots 42 & 50

1. For the purpose of this by-law:

1.1 "Owners Corporation" means the Owners Corporation of Strata Plan No. 60918;

1.2 "the Owner" means the owner of Lots 42 & 50;

1.3 "Premises" means Lots 42 & 50;

1.4 "Works" means

1.4.1 the granting of special privilege to the Owner in relation to the common property of the Premises in Strata Plan. 60918;

1.4.2 renovating Lot 50 in order to create a two-bedroom unit, including: -

1.4.2.1. removing the existing staircase;

1.4.2.2. erecting a fire-rated floor where the existing staircase is;

1.4.2.3. installing plumbing for the proposed bathroom under the fire-rated floor and into the nearby stack

1.4.2.4. enclosing part of bedroom 2, running plumbing below and installing a hot water system (using the existing plumbing service);

1.4.2.5. inserting a new front door;

1.4.2.6. erecting a wall on the right hand side of the proposed entrance for the kitchen;

1.4.2.7. installing a bathroom where the new floor is to be added over the existing staircase;

1.4.2.8. removing part of the wall that makes up the walk-in-robe in the existing main bedroom;

1.4.2.9. installing a kitchen using the existing plumbing services;

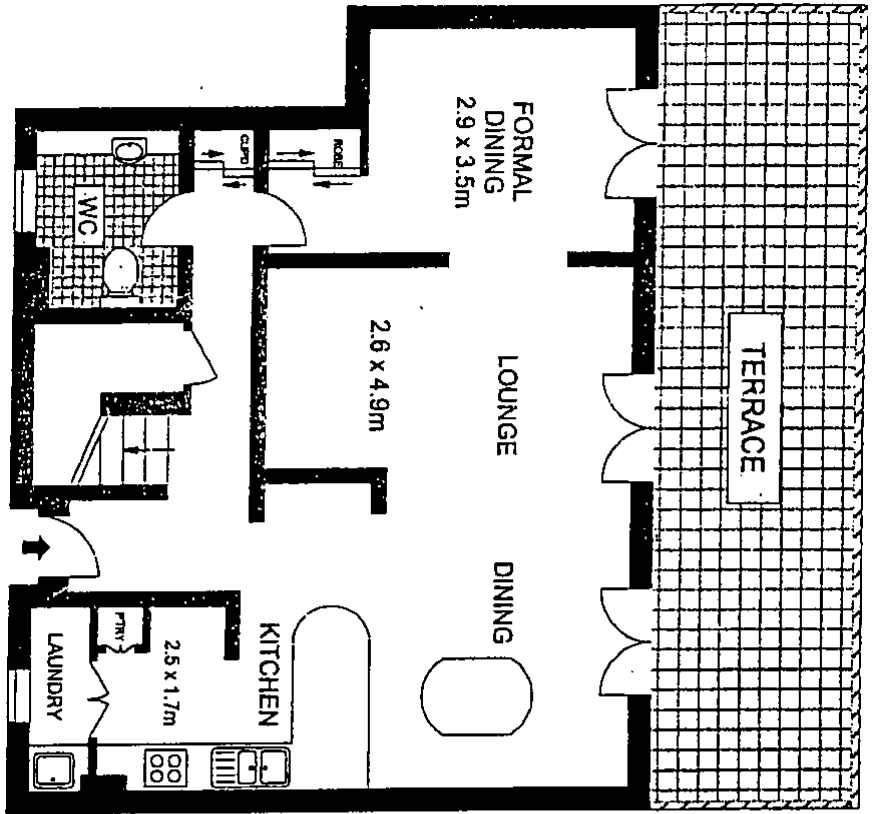
1.4.2.10. connecting gas using the existing gas services;

1.4.2.11. running a separate mains cable from the distribution board on level 1 to unit 50;

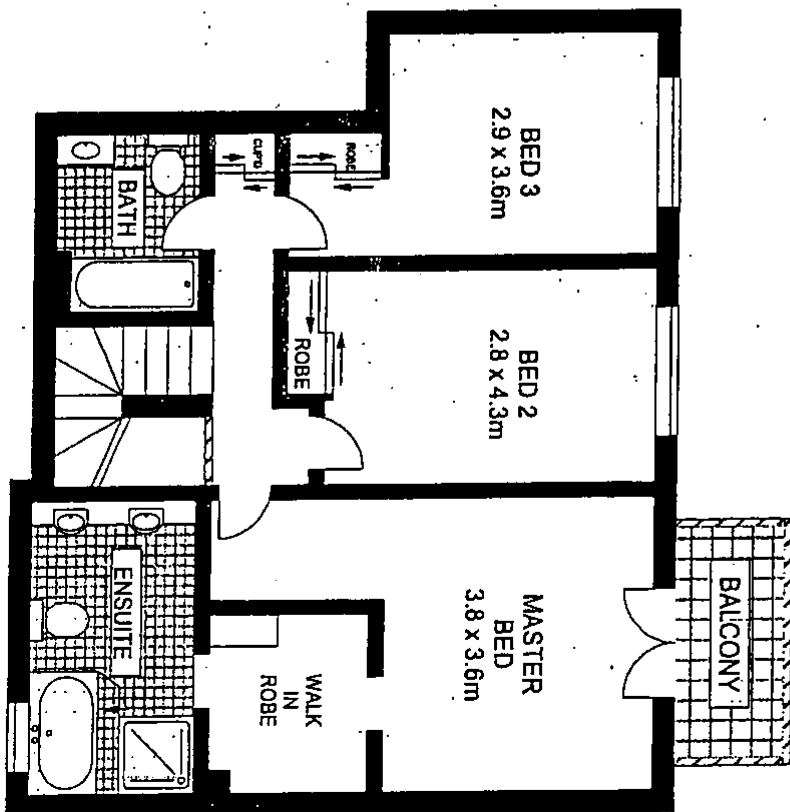
- 1.4.2.12. installing a distribution board in unit 50 and connecting all unit 50 circuits;
- 1.4.3 renovating Lot 42 in order to create a one-bedroom unit and study, including:-
 - 1.4.3.1 removing the existing staircase;
 - 1.4.3.2 erect a fire-rated floor where the existing staircase is;
 - 1.4.3.3 inserting a small window for the study;
 - 1.4.3.4 erecting a wall to close off the proposed main bedroom;
 - 1.4.3.5 installing a bath in the existing bathroom, using the existing plumbing services;
- 1.4.4 the renovations referred to in 1.4.2 and 1.4.3 above will be in accordance with the floor plan annexed and marked "A".
2. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words that are attributed under that Act.
3. The Owners Corporation grants the Owner consent to carry out the Works subject to the following conditions:
 - 3.1 Before commencing the Works, the Owner must obtain the following:
 - 3.1.1 All final Council and other necessary statutory authority approvals including Council approved development applications (if required), compliance certificate, plans, and specifications upon which the Works are based;
 - 3.1.2 All final structural diagrams (if any) upon which the Works are based;
 - 3.1.3 A certificate addressed to the Owner from a duly qualified engineer that the Works proposed in the final plans will not detrimentally affect the structural integrity of the building. Alternatively, the engineer shall specify to the Owner the additional works to be undertaken to preserve the structural integrity of the building in respect of the proposed Works. The Owner shall undertake any additional works so specified by the engineer. The Owner Corporation shall be notified in writing of any variation in the Works from the plans and specifications approved by the local council;
 - 3.1.4 A contract between the Owner and each licensed contractor engaged or to be engaged in relation to the Works complying in applicable respects with the Home Building Act 1989 and any other succeeding act;
 - 3.1.5 Documentary proof that the licensed contractors engaged to do the Works have effected the following insurance policies in the name of the Owners Corporation so that the Owners Corporation is entitled to enforce rights under the insurance policies in their favour:
 - 3.1.5.1 Personal accident insurance;
 - 3.1.5.2 Insurance required under the Home Building Act 1989;
 - 3.1.5.3 Workers compensation insurance for employees of the contractor; and
 - 3.1.5.4 Public liability insurance in the amount of \$10,000,000.00.
 - 3.1.6 License numbers of contractors;
 - 3.1.7 Any other document reasonably required by the Owners Corporation.
4. The Works are to be carried out in the following manner:
 - 4.1 In a proper and workmanlike manner and by duly licensed contractors;
 - 4.2 With skill and due care using proper materials which are in keeping with the standard of the building;

- 4.3 In accordance with the final plans and specifications approved by the Council and the Owners Corporation;
- 4.4 Complying with all directions, orders and requirements of Council and any other relevant statutory authorities or bodies;
- 4.5 Complying with all requirements of the Owners Corporation;
- 4.6 In accordance with the Building Code of Australia and all applicable Australian Standards;
- 4.7 In a way which minimises the disturbance of other owners by vibration, noise, dust and dirt;
- 4.8 Ensuring that care is taken not to activate the building's fire alarm system as a result of smoke, dusts, steam, vapour or other causes;
- 4.9 In a way so as not to unreasonably interfere with the enjoyment of other common property areas or access to lots in the strata scheme by other persons;
- 4.10 Promptly and completely removing all rubbish from the property resulting from the Works and completely removing all debris;
- 4.11 Ensuring that the security of the property is maintained throughout the performance of the Works;
- 4.12 Keeping all areas of the building clean and tidy; and
- 4.13 Promptly repairing any damage to any part of the property that is caused or contributed to by the Works.
4. The cost of the Works, including the cost of the repair of any common property damaged during the carrying out of the Works, will be borne by the Owner.
5. The Owner is responsible for the repair and maintenance of any item installed by the Owner as part of the Works, as well as restoration if the item is removed and not replaced, whether within the Premises or forming part of common property. The Owner will bear the cost of such repair, maintenance or restoration.
6. The Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the carrying out of the Works.
7. Neither the carrying out of the Works, nor the use of the items installed during the Works, is to damage, interfere with or interrupt any service lines, pipes or conduits whether common property or otherwise or voids any warranties that the Owners Corporation is entitled to.
8. The Owner will comply with any by-law of the Owners Corporation that is current at the time of registration of this by-law and that is relevant to the carrying out of the Works.

ANNEXURE A



GROUND FLOOR



FIRST FLOOR



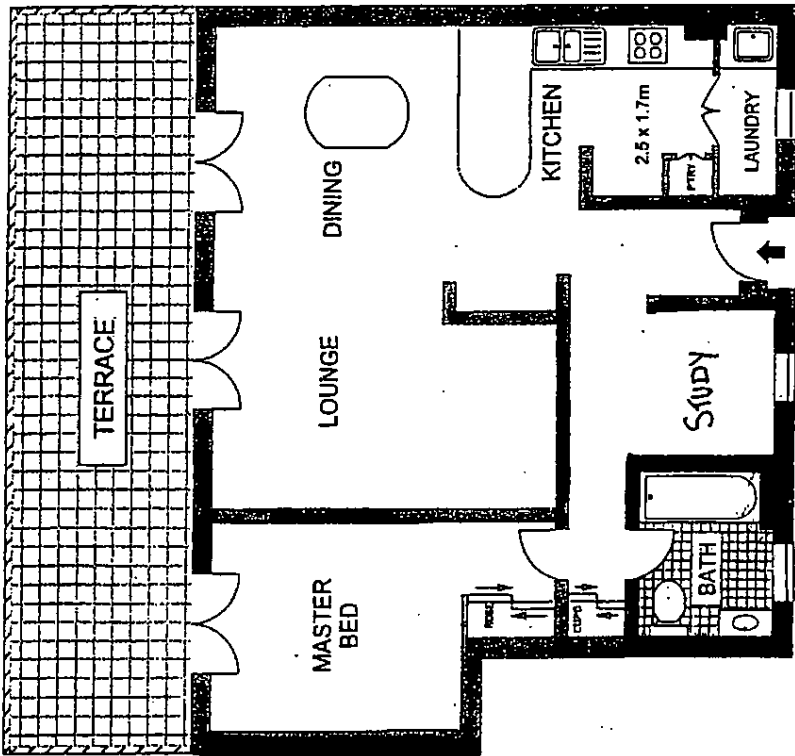
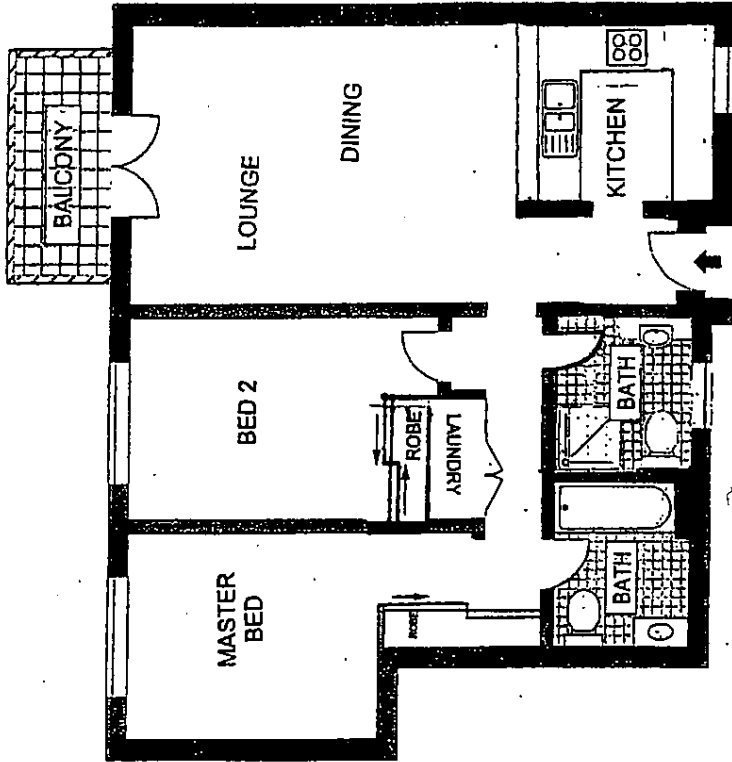
PLANS SHOWN ONLY INDICATIVE OF LAYOUT. DIMENSIONS ARE APPROXIMATE.

42/23 NORTON STREET

LEICHHARD



ANNEXURE A



LEICHHARDT
No. 294

50/23 NORTON STREET

42/23 NORTON STREET



PLANS SHOWN ONLY INDICATIVE OF LAYOUT. DIMENSIONS ARE APPROXIMATE

Special by-law no. 9 – BMC representative

That Strata Plan 60918 representative on the Building Management Committee shall be a member of the Executive Committee appointed by the Executive Committee. Furthermore, that this representative shall be at all times responsible to and directed by the Executive Committee.

Special by-law no. 10 – Service of documents on owner of lot by owners corporation

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

Special by-law no. 11 – Works lot 32

Part 1.1 Grant of Right

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

Part 1.2 This by-law to prevail

- 1.2 (a) Notwithstanding anything contained in this by-law applicable to the scheme, the Owner may (at the Owner's cast and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.
- (b) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of this inconsistency.

Part 2 Definitions and interpretation

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (c) **Building** means the building situated at 19-23a Norton St, Leichhardt, NSW.
- (d) **Council** means Leichhardt Council.
- (e) **Insurance** means:
- (i) Contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000; and
 - (ii) Workers' compensation insurance; and
 - (iii) Insurance required under the Home Building Act 1989 (if any).
- (f) **Lot** means lot 32 in strata plan 60918.
- (g) **Owner** means the owner of the Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 60918.
- (i) **Works** means the Owner's works to the Lot and the common property for and in connection with:

- (i) Installing new floor tiles over the existing tiles in the bathroom / ensuite / laundry / toilet of the Lot;
- (ii) Removing and replacing one broken wall tile in the ensuite of the Lot;
- (iii) Waterproofing (as required) all areas in the bathroom/ensuite/kitchen of the Lot as a result of installation of the tiles;
- (iv) Removing existing floor/wall tiles in the kitchen/entrance area of the Lot;
- (v) Replacing the existing wall tiles with new tiles in the kitchen;
- (vi) Replacing existing carpet in living/dining room and existing tiles in kitchen with bamboo flooring;

together with:

- (A) ancillary works to facilitate the works referred to above; and
- (B) restoration of lot and common property (including the Lot) damaged by the works referred to above;

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

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

Part 3 Conditions

Before Commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals for any Authority and provide a copy to the Owners Corporation;
- (b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation.

During Construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (e) 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;

(f) 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 occurs the Owner must rectify that interference or damage within a reasonable period of time;

(g) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

(h) not vary or increase the scope of the Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation.

After Construction

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

3.3.1

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to any lot or common property caused by the Works and not permitted by this by-law has been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works; and

(d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to access compliance with this by-law or any consent provided under this by-law from time to time.

3.3.2

The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

Enduring Rights and Obligations

3.4 The Owner:

(a) must properly maintain and upkeep the Works;

(b) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;

(c) must maintain and upkeep those part so the common property in contact with the Works;

(d) must comply with all directions, orders and requirements of any Authority relating to the Works and their use;

(e) remains liable for any damage to any lot or common property (including the Lot) arising out of the Works; and

(f) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use.

Default of the Owner

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

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work; and

(c) recover the costs of carrying out that work from the defaulting Owner.

Special by-law no. 12 – Hard surface flooring permitted only with approval

1. Introduction

1.1 This by-law requires an owner who wishes to install hard flooring surfaces to their lot to only do so with the written consent of the Owners Corporation.

1.2 In giving consent the Owners Corporation can fix conditions for the installation and, in addition, this by-law prescribes further conditions which will apply to all such installations.

2. Definitions and interpretation

2.1 In this by-law:

“Common Property” means the common property for the Strata Scheme.

“Development Act” means the *Strata Schemes (Freehold Development) Act 1973*.

“Executive Committee” means the executive committee of the Owners Corporation.

“Lot” means a lot within the Strata Scheme.

“Lots” means the lots within the Strata Scheme.

“Management Act” means the *Strata Schemes Management Act 1996*.

“Occupier” means an occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“Owner” means an owner of any one of the Lots.

“Owners” means the owners of the Lots.

“Owners Corporation” means the owners corporation for the Strata Scheme 60918.

“Strata Managing Agent” means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

“Strata Plan” means the strata plan for the Strata Scheme.

“Strata Scheme” means the strata scheme in respect of which this by-law applies.

“Strata Legislation” means the Development Act and the Management Act.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;

2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

2.2.3 words importing the singular number include the plural and vice versa;

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders;

2.2.5 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;

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation;

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law; and

2.2.8 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. Changes to Floor Coverings require approval

3.1 An Owner or Occupier of a Lot must not change any of the floor coverings or surfaces of the Lot without the prior written approval of the Owners Corporation.

3.2 This by-law does not apply to floor coverings or surfaces comprising a kitchen, laundry or bathroom.

4. How does an Owner or Occupier obtain approval?

4.1 An Owner or Occupier of a Lot who wished to change any of the floor coverings or surfaces of the Lot must make a written application to the Owners Corporation for approval. The application must contain the following information:

4.1.1 their type, brand and method of installation;

4.1.2 details of the acoustic properties of the proposed surface, including an acoustic report certifying that after the change of floor coverings or surfaces, the impact insulation class rating will be at least 48dB; and

4.1.3 any other information that the Owners Corporation may reasonably require.

4.2 For the purposes of this by-law any application will be made to and any approval given by the Executive Committee.

5. Owners Corporation may give or withhold approval

5.1 The Owners Corporation may:

5.1.1 grant its approval with or without conditions; or

5.1.2 withhold its approval, but it must not act unreasonably when doing so.

6. When can the Owners Corporation withhold approval?

Without limiting the circumstance in which the Owners Corporation may withhold its approval, it will be reasonable for the Owners Corporation to withhold its approval if any of the conditions in clause 7 regarding acoustic standards are not being met by the proposed floor coverings or surfaces.

7. Conditions to be met when laying changed floor coverings

7.1 The Owner or Occupier must comply with any conditions of approval given by the Owners Corporation together with any conditions set out in this by-law.

7.2 The proposed floor coverings or surfaces:

7.2.1 must be laid in a proper and workmanlike manner causing minimal disturbance to other Occupiers;

7.2.2 must be laid within a reasonable period from the date of commencement; and

7.2.3 must not result in an impact insulation class rating of less than 48dB.

7.3

7.3.1 The Owners Corporation may request the Owner or Occupier to provide additional evidence that the new floor coverings or surfaces meet the acoustic standards.

7.3.2 The Owners Corporation may request whatever evidence it reasonably requires including evidence in the form of the product brochure from the manufacturer of the new floor coverings or surfaces, a written report from the tradespersons responsible for the installation of the new floor coverings or surfaces addressed to the Owners Corporation certifying that the coverings or surfaces specified in the brochure were used and (or a report from a qualified acoustic engineer addressed to the Owners Corporation certifying that) the new floor coverings or surfaces meet the acoustic standards (impact insulation class rating of at least 48db).

7.4 The Owner must give the Owners Corporation the evidence requested by it within 28 days of the request being made.

7.5 No later than 30 days after the new floor surface is installed, the Owner must provide to the Owners Corporation a report (Post-Installation Report) certifying that the impact insulation class rating after installation is at least 48dB.

7.6 In an Owner installs flooring in accordance with this by-law, the Owner must, if requested by the Owners Corporation, and not more than once in any five-year period, provide the Owners Corporation (within 28 days of request) with an updated acoustic report (Updated Report). The Updated Report must assess the impact insulation class rating at the time of that Updated Report, and must certify that the impact insulation class rating of the Lot is at least 48dB.

8. Breach of this by-law

8.1 If:

8.1.1 an Owner or Occupier installs any floor covering or surface in breach of this by-law; or

8.1.2 fails to provide to the Owners Corporation anything which the Owner or Occupier is required to provide under this by-law; or

8.1.3 after installation the conditions in clause 7.2.3 are not met,

then the floor covering or surface must be removed and the previous type of floor covering or surface reinstated within 28 days of surface of a notice on the Owner or Occupier from the Owners Corporation requiring removal.

8.2 If the Owner or Occupier fails to rectify that breach within 28 days of service of such a notice the Owners Corporation may:

8.2.1 enter the Lot, on giving the Occupier 24 hours prior notice; and

8.2.2 rectify the breach of the by-law by any lawful means including removing the new floor coverings or surfaces and, if appropriate, reinstating the previous type of floor coverings or surfaces; and

8.2.3 recover as a debt from the Owner or Occupier the costs of the Owners Corporation incurred in rectifying any breach of this by-law together with the expenses incurred by the Owners Corporation in recovering those costs including, but without limiting the generality of the foregoing, the legal costs of the Owners Corporation on an indemnity basis.

8.3 The rights of the Owners Corporation set out in this paragraph are in addition to any other rights which the Owners Corporation may have in respect of the floor coverings or surfaces referred to in this by-law.

8.4 In order to satisfy itself as to whether clause 8.1.3 is being breached, the Owners Corporation may:

8.4.1 require the Owner to provide (at that Owner's cost and within 28 days) a further acoustic report, assessing whether the flooring has an impact insulation class rating of less than 48dB; or

8.4.2 procure its own acoustic report, assessing whether the flooring has an impact insulation class rating of less than 48dB, and in this case the Owner or Occupier of that Lot must permit access to the Owners Corporation and its consultant to prepare this report.

9. Pre-existing non-conforming floor coverings

Any floor covering or surfacing which has been installed without the approval of the Owners Corporation and in non-conformity with the Strata Legislation or the by-laws may be the subject of an application for approval on the same terms and conditions as set out in this by-law.

Special by-law no. 13 – Installation of storage units in car spaces

1. For the purposes of this by-law:

1.1 **"Act"** means the Strata Schemes (Freehold Development) Act 1973 as amended from time to time.

1.2 **"Car Space Lots"** means those lots in Strata Plan 60918 with a car space included as part of the lot.

1.3 **"Common Property"** means the Common Property of Strata Plan 60918;

1.4 **"Costs"** means all professional and trade costs/fees/disbursements incurred or associated with this By-Law, the Works and Remedial Works.

1.5 **"Direction"** means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;

1.6 **"Future Owner"** means the registered proprietor/s of the Car Space Lot from time to time, succeeding the Owner;

1.7 **"Storage Unit"** means any one of the Space Commander range of garage storage devices as set out in the **brochure annexed to this by-law and marked "A"**

1.8 **"Indemnify"** means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

1.8.1 all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

1.8.2 any sum payable by way of increased premiums; and

1.8.3 any costs or damages incurred by or for which the Owners Corporation is or becomes liable;

1.9 "**Owner**" means a registered proprietor of a Car Space Lot as at the registration date of this By-Law and with respect to clauses 5 to 13 (inclusive) includes the Future Owner;

1.10 "**Owners Corporation**" means the Owners Corporation of Strata Plan 60918;

1.11 "**Remedial Works**" means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

1.12 "**Works**" means the installation of a Storage Unit entirely within the boundary of the car space forming part of the Car Space Lot.

2. Where any terms in this By-Law are not defined, they will have the same meaning those words are attributed under the Act.

3. If this By-Law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

4. Subject to the provisions of this By-Law, the Owners Corporation grants the Owner the right to carry out Works.

5. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

6. The Works and Remedial Works must be carried out and completed:

6.1. in a proper workmanlike manner and by licensed and/or accredited contractors;

6.2. with due skill and care using proper materials;

6.3. in compliance with all reasonable requirements of the Owners Corporation;

6.4. in compliance with the Building Code of Australia and any other Australian Standards, as applicable;

6.5. in keeping with the appearance of the building in its style, colour, materials and overall design;

6.6. in a way so as to not unreasonably interfere with the enjoyment of other common property areas, access to lots or access to other car spaces in the strata scheme by other persons;

6.7. in a way so as to not create a fire hazard;

6.8. in a way so as to not interfere with any emergency exits;

6.9. in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;

6.10. in a way so as to not impact all fire safety sprinkler systems and overhead pipes;

6.11. ensuring that the security of the property is maintained throughout the performance of the Works and Remedial Works;

6.12. promptly and completely removing all rubbish from the property resulting from the Works and/or Remedial Works;

6.13. keeping all areas of the building as clean and tidy as possible;

6.14. promptly repairing any damage to any part of the property caused by the Works and/or Remedial Works.

7. The Owner is responsible for, and will bear all Costs.
8. Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Strata Schemes Management Act 1996, with all the same rights of recovery to apply.
9. In the event lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.
10. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this By-Law.
11. If the Owner fails to comply with Clause 10 above within 3 months of a Direction, then the Owners Corporation may:
 - 11.1. enter upon any part of the Car Space Lot to carry out the work;
 - 11.2. carry out all work necessary to perform that obligation; and
 - 11.3. recover from the Owner any Costs relating to the carrying out of that work, including charging the Costs to the Owner's lot account as if those Costs were a contribution under the Strata Schemes Management Act 1996.
12. The Owner will sign all documents and do all things necessary to facilitate the carrying out of Clause 11 above.
13. The Owner will indemnify and will keep indemnified the Owners Corporation.
14. That any installation must be approved by the Owners Corporation's fire consultant prior to approval and does not interfere with the efficiency of ventilation.



Application for Installation of garage storage cabinet

Model: The model proposed to be installed is our Over the Bonnet model Space Commander SC2518.

Site inspection: The model proposed will fit at the end of the car space, and will maintain the required distance from all fire safety sprinkler systems and overhead pipes. It will not in any way impact the ability of Mr XX to park his car completely within the confines of the car space.

Dimensions: Height – 2,025mm
Width – 2,510mm
Depth – 1,110mm
Storage capacity 2.5 cubic metres

Construction: Full steel construction, with galvanised steel panels.

Security: Strong 3 way keyed steel locking system

Finish: All Space Commander garage storage units have a smooth powder-coated finish and a contemporary design appearance.

Installation: Space Commander units sit free standing on the concrete floor of the car space, and are not fastened or fixed to the wall or floor of the car space. Accordingly, they can be disassembled and moved if required.

Special by-law no. 14 – Renovations works at lot 30

1. For the purposes of this by-law:

1.1 **“Act”** means the *Strata Schemes Management Act 1996* as amended from time to time;

1.2 **“Common Property”** means the common property in the Strata Plan;

1.3 **“Costs”** means all professional and trade costs, fees, and disbursements incurred as a result of, or associated with, this by-law, the Works and Remedial Works, and any damage caused as a result of the Works and/or Remedial Works;

1.4 **“Future Owner”** means the registered proprietor of the Lot from time to time, succeeding the Owner;

1.5 **“Indemnify”** means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

1.5.1 all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

1.5.2 any sum payable by way of increased premiums; and

1.5.3 any costs or damages for which the Owners Corporation is or becomes liable;

1.6 **“Lot”** means lot 30 in the Strata Plan;

1.7 **“Owner”** means the registered proprietor of the Lot at the date this by-law is registered, and with respect to clauses 5 to 12 inclusive, includes the Future Owner;

1.8 **“Owners Corporation”** means the owners corporation known as The Owners- Strata Plan No. 60918;

1.9 **“Remedial Works”** means the repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

1.10 **“Strata Plan”** means Strata Plan No. 60918;

1.11 **“Works”** means the following renovation works to be carried out at the Lot:

1.11.1 Installation of new kitchen with new fittings using plumbing, gas, and electricity connections currently servicing the Lot;

1.11.2 In accordance with special by-law no. 8, the installation of timber flooring throughout the Lot, except in the kitchen, bathroom, ensuite, and laundry;

1.11.3 In accordance with the plans annexed to this by-law and marked “A”, in the bathroom:

1.11.3.1 Installation of new shower, vanity, and toilet; and

1.11.3.2 Replacement of floor and wall tiles.

1.11.4 In accordance with the plans annexed to this by-law and marked “A”, in the ensuite:

1.11.4.1 Installation of new bathtub, vanity, and toilet;

1.11.4.2 Installation of new shower; and

1.11.4.3 Replacement of floor and wall tiles.

1.11.5 In accordance with the plans annexed to this by-law and marked "A":

1.11.5.1 Removal and installation of new built-in wardrobe in the master bedroom;

1.11.5.2 Installation of cupboard under the stairs in the living room;

1.11.5.3 Installation of gas outlet in the courtyard;

1.11.5.4 Installation of awning to the external wall of bedroom 3 in accordance with special by-law no. 5.7; and

1.11.5.5 Installation of air-conditioning system in accordance with special by-laws no. 4 and 5.

2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.

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

4. Subject to the provisions of this by-law, the Owners Corporation grants the Owner the right to carry out the Works.

5. The Owner is responsible for and must carry out Remedial Works when and where necessary.

6. The Works and Remedial Works must be carried out and completed:

6.1 in a proper and workmanlike manner by licensed and/or accredited contractors using proper materials;

6.2 with due skill and care;

6.3 in compliance with all reasonable requirements of the Owners Corporation;

6.4 in compliance with the Building Code of Australia and any other Australian Standards as applicable;

6.5 in compliance with all local council consents and requirements;

6.6 in keeping with the appearance of the building in its style, colour, materials, and overall design;

6.7 so as to not unreasonably interfere with Common Property or access to lots in the Strata Plan by other persons;

6.8 in a way which minimises disturbance to other owners including but not limited to minimising vibration, noise, dust, and dirt;

6.9 while ensuring that the security of the property is maintained throughout the performance of the Works and/or Remedial Works;

6.10 while promptly and completely removing all rubbish from the property resulting from the Works and/or Remedial Works;

6.11 while keeping all areas of the property as clean and tidy as possible;

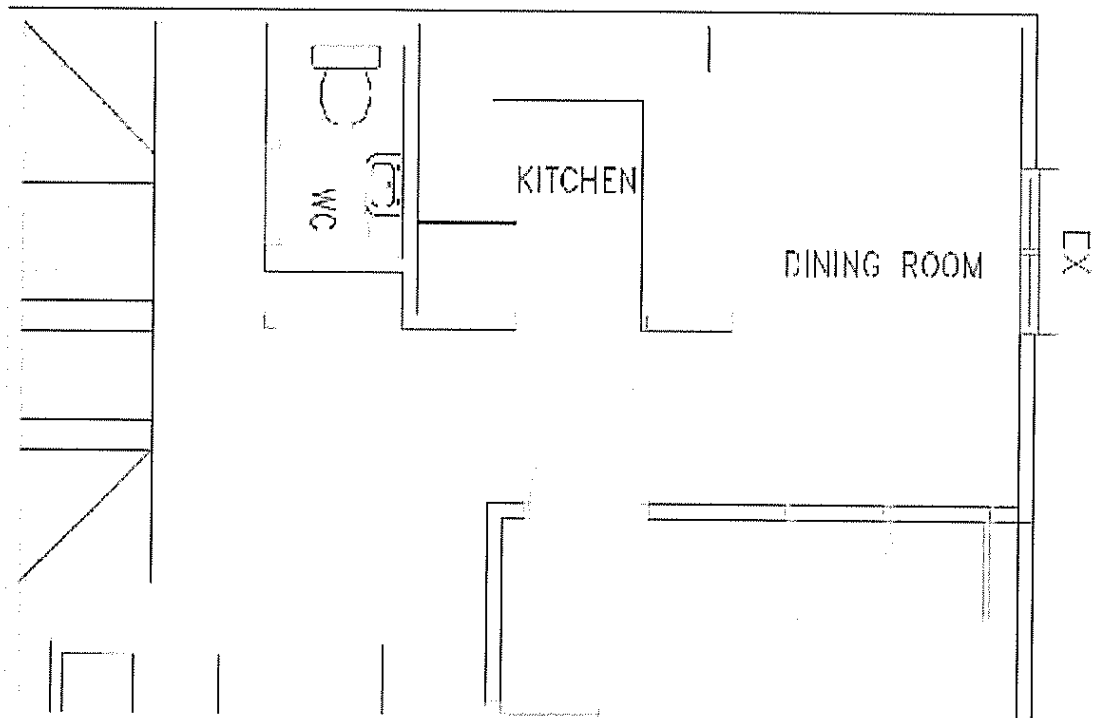
6.12 while promptly repairing any damage to the property caused by the Works and/or Remedial Works; and

6.13 in a way that does not interfere with the structural integrity of the building.

7. The Owner is responsible for, and will bear all Costs.
8. In the event lots or Common Property are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.
9. The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
10. The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of Works or Remedial Works.
11. The Owner will Indemnify and will keep indemnified the Owners Corporation.

Proposed works

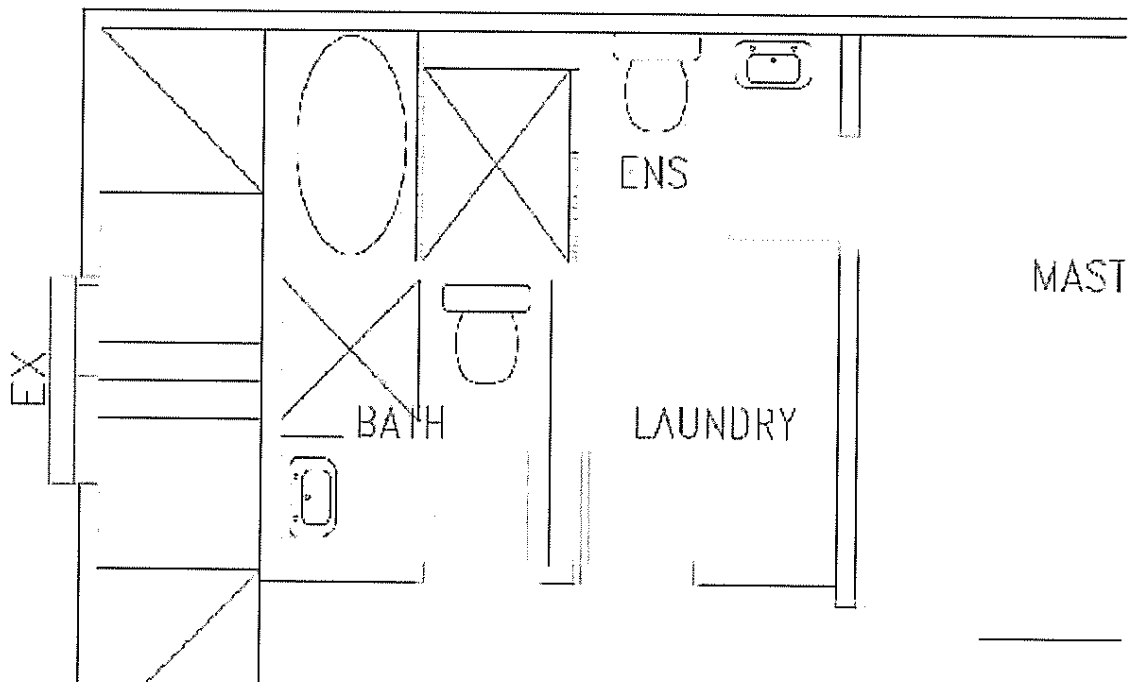
- removal of walls on the ground floor
- the following walls will be removed: All walls that will be removed are in red



- As advised by the engineer the wall between the kitchen and powder room is not a load bearing wall and therefore able to be removed without structural issues.
- The remaining walls once removed will be supported by two steel columns and a steel beam. This beam and columns are noted in the engineers' written document and also highlighted in the drawings provided.
- With the removal of the walls a new kitchen will be designed to suit the new space.
- The sink and toilet on the ground floor will be removed and a new kitchen sink will be in its place. Therefore both services from the old sink and toilet may be used to connect the new kitchen sink.
- The services will not be effected due to the removal of toilet and sink in powder room down stairs.
- The Stove's position will not change and therefore the connection is already provided for the new stove to be installed.

other works proposed

- The high side of the stairs will be blocked off to create a linen cupboard.
- both upstairs bathrooms to be renovated.
- the following work is proposed for the main bathroom:
 - new shower- 1 fixed panel glass
 - new vanity
 - new toilet
 - new tiles on floor and walls
- The following work is proposed for the ensuite:
 - new free standing bath tub
 - the addition of a shower on same wall as toilet and vanity
 - new vanity
 - new toilet
 - new tiles on floor and walls



- The wardrobe in the master bedroom to be removed to create a larger room.
- Lighting will be updated to more modern fixtures and also to let in an efficient amount of light. Proposed lights will include downlights and a possible chandelier in the staircase.
- Walls will be painted and ceilings will be replaced where damage has occurred or where new lights will be placed.

Flooring

- The flooring throughout the apartment to be changed in accordance to the building management approval. Preferred flooring is timber floor boards throughout.
- All flooring will be treated in a manner to prevent the transmission of noise. (By Law 5.4 Floor coverings)

Terrace proposed works

- The installation of a gas outlet on the terrace is proposed.
- Due to the removal of the original awning by previous owner the erection of a new awning is proposed in accordance to the by law- "Special by laws No.5.7 Power to install awnings"
- Air-conditioning to be added to the unit in accordance to the by laws "special by laws NO.4 and 5"

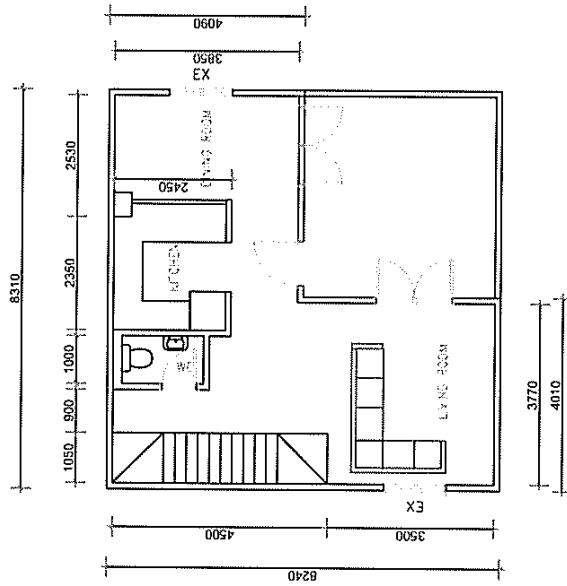
Note: a Certifier has not been engaged but upon approval from Body corporate this will be completed.

Time Line

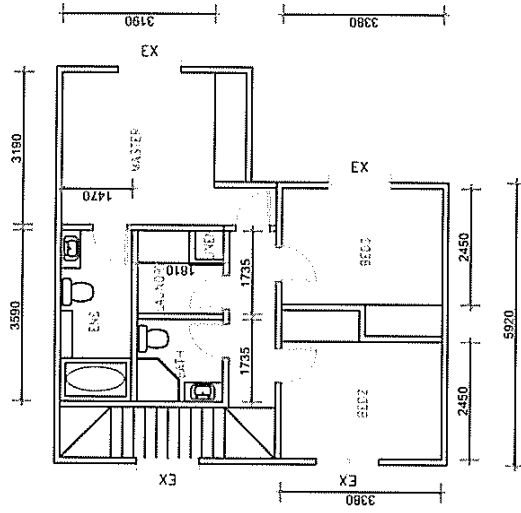
| Works | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6 | Week 7 | Week 8 |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| Removal of existing flooring | | | | | | | | |
| Removal of any other material | | | | | | | | |
| Removal of walls | | | | | | | | |
| erecting new walls | | | | | | | | |
| Beam and column placement | | | | | | | | |
| New flooring | | | | | | | | |
| Kitchen | | | | | | | | |
| Lights | | | | | | | | |
| Painting | | | | | | | | |
| Any other cosmetic changes | | | | | | | | |

Please note this is an approximate time line and will be updated prior commencement. Extra weeks are added as a contingency in case of any unforeseen circumstances.

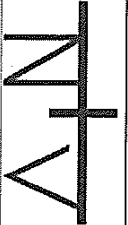
GROUND FLOOR



FIRST FLOOR



Designs by Anastasia & Nikolina



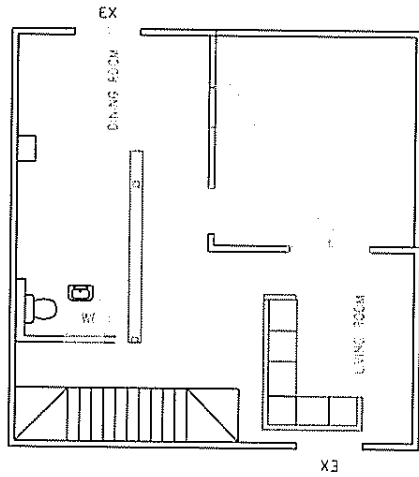
178 St Johns Road, Glen
 m 0406 775 265
 e info@dban.com.au
 w www.dban.com.au

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| DATE: 12.11.2015 | ISSUE: 1 | AMENDMENT: RIVAL |
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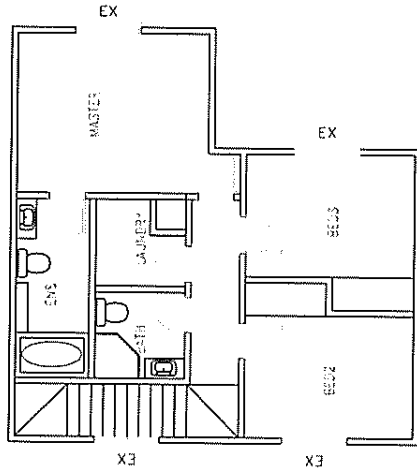
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| DATE: 12.11.2015 | ISSUE: 1 | AMENDMENT: RIVAL |
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| SCALE: 1:50 | SHEET TITLE: ORIGINAL FLOOR PLAN |
| FILE NAME: _PRELIMINARY ISSUE_NORTON STREET.DWG | DATE: Tuesday, October 13, 2015 |

GROUND FLOOR



FIRST FLOOR



Designs by Anastasia & Nikolina

178 St Johns Road, Glebe
 n 0436 775 266
 e info@adain.com.au
 w www.adain.com.au



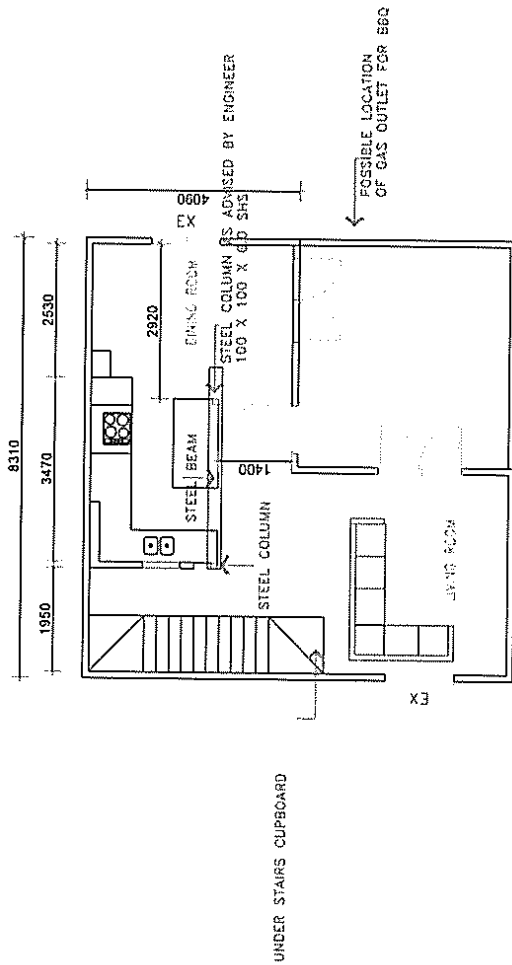
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| Date | 12/11/2015 |
| Issue | 1 |

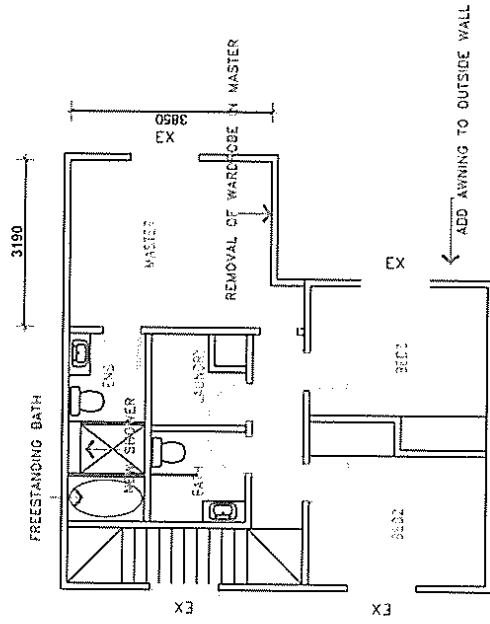
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| Amendment | FINAL |
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 File Name: _PRELIMINARY ISSUE_NORTON STREET.DWG
 Date: Wednesday, November 18, 2015

GROUND FLOOR

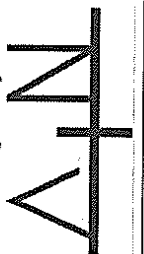


FIRST FLOOR



Designs by Anastasia & Nikolina

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 n 0405 775 285
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Date
12/11/2015

Issue
1

Amendment
FINAL

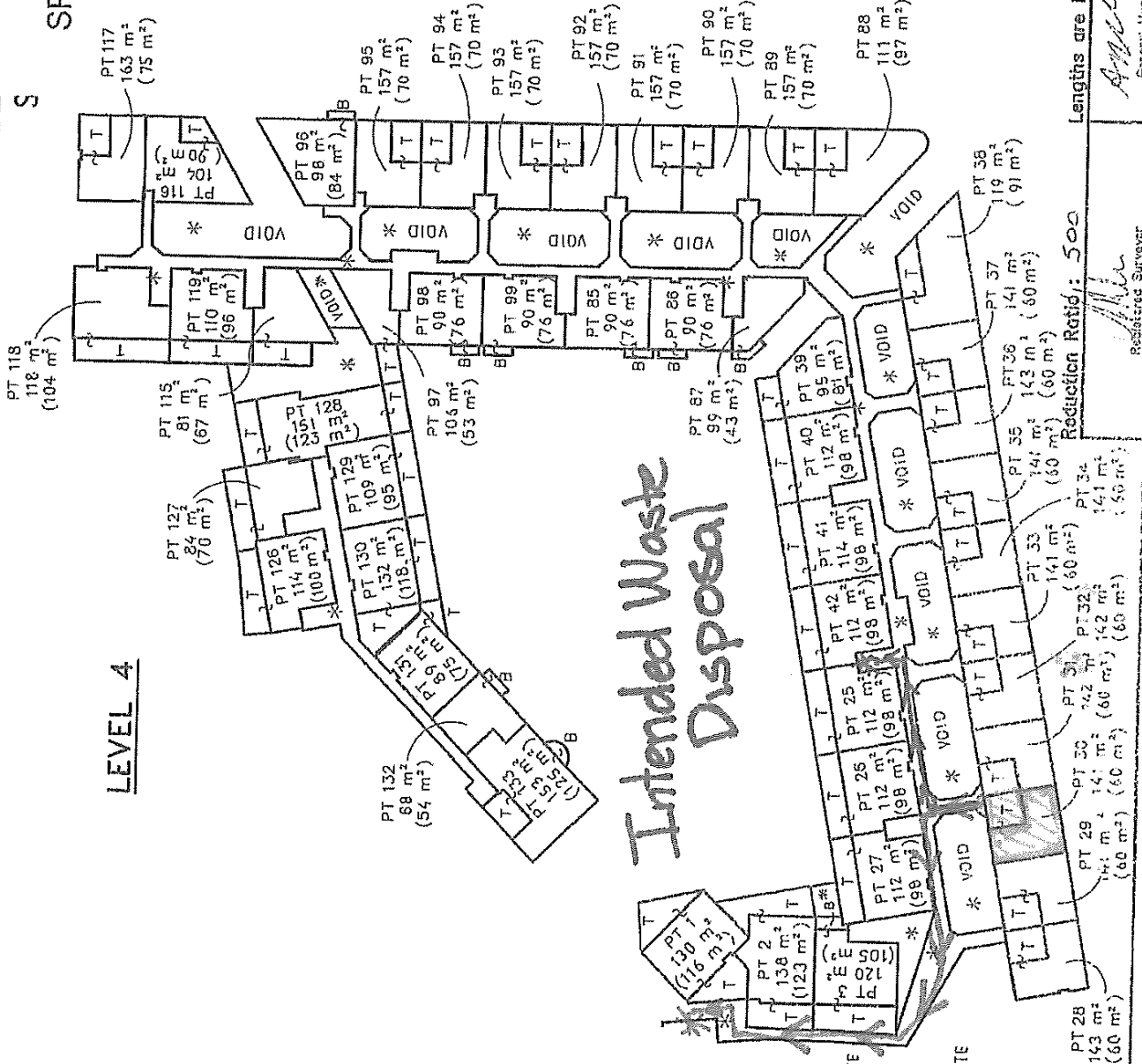
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 Address: UNIT 30, 19-23 NORTON ST, LEICHHARDT
 Scale: 1:50
 Sheet Title: PROPOSED FLOOR PLAN
 File Name: _PRELIMINARY ISSUE_ NORTON STREET.DWG
 Date: Wednesday, November 18, 2015

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP60918

S

LEVEL 4



Intended Waste Disposal

RESTRICTION ON USE AFFECTS LOTS 131, 132 & 133

* DENOTES COMMON PROPERTY

T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER CONCRETE SURFACE OF EACH RESPECTIVE FLOOR UNLESS COVERED.

AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA TITLE PURPOSES ONLY.

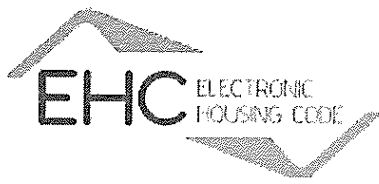
Reduction Ratio: 500

Lengths are in metres

Amal-abe

Registered Surveyor

Registered Surveyor



COMPLYING DEVELOPMENT REPORT

This report has been issued by the Electronic Housing Code based on the requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (the Code) and the information provided. It is intended as a guide to provide information about the applicable standards and other requirements of the Code and should not be used as a substitute for a more detailed examination of the Code.

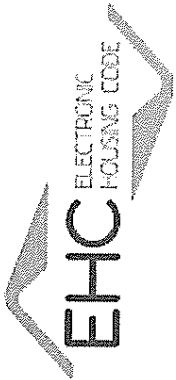
| Project Summary | |
|------------------------|---------------|
| Enquiry Number | ENQ0000161389 |
| Date Issued | 7/12/2015 |

| Site Details | |
|----------------------------|---|
| Address | 23 NORTON STREET, LEICHHARDT NSW 2040 Australia |
| Local Government Area | Leichhardt Municipal Council |
| Title Reference | Lot: SP:60919 |
| Zone | B2 |
| Flood Control Lot | Is a flood control lot |
| Bushfire Prone | Not specified - please contact council |
| Heritage Conservation Area | Not within a heritage or draft heritage conservation area |
| Local Heritage Item | Not a local heritage item |

| Development Category | Development Type (s) |
|--|-----------------------------|
| Alterations and additions to an existing dwelling house | 1. Internal alterations |
| Alterations to a dwelling other than a house (e.g. an apartment) | 1. Internal alterations |



| Development Type | Relevant Codes (See Development Standards) |
|----------------------|--|
| Internal alterations | 4.1, 4.2, 7.1, 7.2 |
| Internal alterations | 4.1, 4.2 |

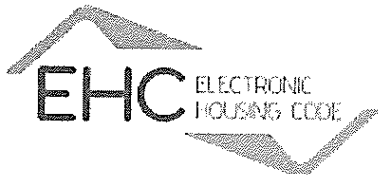


| DEVELOPMENT STANDARDS | |
|--|--|
| <p>4.1 INTERNAL ALTERATIONS - SPECIFIED COMPLYING DEVELOPMENT</p> <p>Internal alterations to existing residential accommodation, including alterations to common property or existing ancillary development that is associated with residential accommodation (but not including development that is the erection or conversion of a basement to existing residential accommodation), is development specified for this code.</p> <p>Note. See the entry for minor building alterations (internal) in the General Exempt Development Code.</p> | |
| <p>4.2 INTERNAL ALTERATIONS - DEVELOPMENT STANDARDS</p> <p>The standards specified for that development are that the development:</p> <ul style="list-style-type: none"> (a) must not result in a change of classification of the building under the Act or the Building Code of Australia, and (b) must not result in any additional separate dwelling, and (c) must not result in the creation of an additional floor within a dwelling. | |
| <p>7.1 DEMOLITION - SPECIFIED COMPLYING DEVELOPMENT</p> <p>(1) The demolition or removal of the following development, is development specified for this code:</p> <ul style="list-style-type: none"> (a) a dwelling, (b) ancillary development, (b1) a swimming pool, (c) an industrial building, (d) a commercial building that would be complying development under the Commercial and Industrial Alterations Code and the Commercial and Industrial (New Buildings and Additions) Code if it were being constructed. <p>(2) If development specified under subclause (1) is within a heritage conservation area or a draft heritage conservation area, the development may only relate to:</p> <ul style="list-style-type: none"> (a) an outbuilding that may be constructed under clause 3.36A or 3A.36, or (b) an alteration under clause 4.1, or (c) an external alteration that may be constructed under clause 4.3 (b) or (c), or (d) an attic conversion that may be constructed under clause 4.5. | |

DEVELOPMENT STANDARDS

7.2 DEMOLITION - DEVELOPMENT STANDARDS

- (1) The standards specified for that development are that:
- (a) the development must be carried out in accordance with AS 2601—2001, The demolition of structures, and
 - (b) run-off and erosion controls to prevent soil erosion, water pollution or the discharge of loose sediment on the land surrounding the development must be implemented by: (i) diverting uncontaminated run-off around cleared or disturbed areas, and (ii) erecting a silt fence to prevent debris escaping into drainage systems and waterways, and (iii) preventing tracking of sediment by vehicles onto roads, and
 - (iv) stockpiling top soil, excavated materials, construction and landscaping supplies and debris within the lot, and
 - (c) any essential service must be disconnected from the structure being demolished or removed in accordance with the requirements of the relevant authority, and
 - (d) the structure being demolished or removed must not be relocated on the same lot or to a different lot, unless it meets the relevant development standards specified in Part 3 or Part 3A, and (e) the development must, if it is the demolition or removal of an existing attached dwelling or a semi-detached dwelling, not be carried out within the front 6m of the dwelling or forward of the roof ridge line.
- (2) Despite any other development standard of this code, if the development involves the demolition or removal of a wall to a boundary that has a wall less than 0.9m from the boundary, the wall must be demolished or removed in accordance with the method of maintaining support proposed by the professional engineer's report provided with the application for the complying development certificate.
- (3) If the demolition or removal referred to in subclause (2) results in the exposure of a common wall, the common wall must, at the completion of the development, be weatherproofed.
- (4) If a swimming pool is removed:
- (a) the site of the swimming pool must be filled (if necessary) so as to restore the site to the ground level (existing) adjacent to the pool, taking into account any sloping of the site, and
 - (b) the fill must be compacted, and
 - (c) any piping or similar material must be removed from the site before the site is filled.



EXEMPT DEVELOPMENT REPORT

This report has been issued by the Electronic Housing Code. If the development type(s) nominated below are constructed in accordance with the applicable development standards, upon the land to which the report relates, then the development is exempt development pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

| Project Summary | |
|----------------------|---|
| Enquiry Number | ENQ0000161389 |
| Date Issued | 7/12/2015 |
| Development Category | Minor works around the home (Exempt Development) |
| Development Type | 1. Air-conditioning units (see also Evaporative cooling units) 2. Awnings, blinds and canopies 3. Hot water systems 4. Minor building alterations (internal) - no change of room configuration |

| Site Details | |
|----------------------------|---|
| Address | 23 NORTON STREET, LEICHHARDT NSW 2040 Australia |
| Local Government Area | Leichhardt Municipal Council |
| Title Reference | Lot: SP:60919 |
| Zone | B2 |
| Flood Control Lot | Is a flood control lot |
| Bushfire Prone | Not specified - please contact council |
| Heritage Conservation Area | Not within a heritage or draft heritage conservation area |
| Local Heritage Item | Not a local heritage item |

DEVELOPMENT STANDARDS

Air-conditioning units (see also Evaporative cooling units)

Subdivision 3 Air-conditioning units

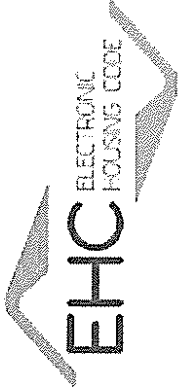
2.5 Specified Development

The construction or installation of an air-conditioning unit is development specified for this code.

2.6 Development Standards

(1) The standards specified for that development, if for residential uses only, are that the development must:

- (a) not be located on the wall or roof of a building that faces the primary road, or forward of the building line to the primary road, and
- (b) be located at least 450mm from each lot boundary, and
- (c) subject to paragraph (g), be attached to the external wall of a building or ground mounted, and
- (d) be not higher than 1.8m above ground level (existing), and
- (e) not involve work that reduces the structural integrity of the building, and
- (f) not reduce the existing fire resistance level of a wall, and
- (f1) be designed so as not to operate:
- (i) during peak time — at a noise level that exceeds 5 dB(A) above the ambient background noise level measured at any property boundary, or
- (ii) during off peak time — at a noise level that is audible in habitable rooms of adjoining residences, and
- (g) if it is constructed or installed on or in a heritage item or a draft heritage item — not be wall mounted, and
- (h) if it is constructed or installed in a heritage conservation area or a draft heritage conservation area — be located in the rear yard.
- (1A) The standards specified for that development, if for purposes other than residential uses only, are that the development must:
 - (a) not be located on the wall or roof of a building that faces the primary road, or forward of the building line to the primary road, and
 - (b) not be built into any external wall unless the development is more than 3m from each side and rear boundary and 6m from any other building on the lot, and
 - (c) not involve work that reduces the structural integrity of the building, and
 - (d) not reduce the existing fire resistance level of a wall or roof, and
 - (d1) be designed so as not to operate:



| DEVELOPMENT STANDARDS | |
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| <p>(i) during peak time—at a noise level that is more than 5 dB(A) above the ambient background noise level measured at any property boundary, or</p> <p>(ii) during off peak time—at a noise level that is audible in habitable rooms of adjoining residences, and</p> <p>(e) if it is constructed or installed on or in a heritage item or draft heritage item—not be wall mounted, and</p> <p>(f) if it is constructed or installed in a heritage conservation area or a draft heritage conservation area—be located behind the building line of any road frontage.</p> <p>(2) Any opening created by the construction or installation of the development must be adequately waterproofed.</p> <p>Note. For further information about noise control see the Noise Guide for Local Government (ISBN 978 1 74232 942 0) published by the Department of Environment, Climate Change and Water NSW in October 2010</p> | <p>Awnings, blinds and canopies Subdivision 5 Awnings, blinds and canopies 2.9 Specified Development</p> <p>The construction or installation of any of the following structures over a window or door opening is development specified for this code if the structure is not constructed or installed on or in a heritage item or a draft heritage item:</p> <p>(a) an awning or canopy associated with a residential use, (b) a blind (including a storm blind, security blind or sun blind) or similar structure for any purpose.</p> <p>Note. See separate entry for shade structures..</p> <p>2.10 Development Standards</p> <p>The standards specified for that development are that the development must:</p> <p>(a) not have an area more than 10m², and (b) not project beyond the external wall of the building by more than 2m, and (b.1) be at least 450mm from each side and rear boundary when fully extended, and</p> |

| DEVELOPMENT STANDARDS | |
|--|--|
| <p>(c) if it is connected to a fascia—be connected in accordance with a professional engineer’s specifications, and</p> <p>(d) if it is located on bush fire prone land—be constructed of non-combustible material, and</p> <p>(d1) if it is constructed or installed on or in a heritage conservation area or a draft heritage conservation area—be located in the rear yard, and</p> <p>(e) not be used for advertising.</p> | |
| <p>Hot water systems</p> <p>Subdivision 23A Hot water systems</p> <p>2.46A Specified Development</p> | <p>The construction or installation of a hot water heater or a hot water storage tank is development specified for this code.</p> |
| <p>2.46B Development Standards</p> | <p>The standards specified for that development are that the development must:</p> <p>(a) not be a solar hot water system, and</p> <p>(a1) if it uses a heat pump water heater, be designed so as not to operate:</p> <p>(i) during peak time—at a noise level that is more than 5dB(A) above the ambient background noise level measured at any property boundary, or</p> <p>(ii) during off peak time—at a noise level that is audible in habitable rooms of adjoining residences, and</p> <p>(b) if constructed or installed externally and on or in a heritage item or a draft heritage item or in a heritage conservation area or a draft heritage conservation area:</p> <p>(i) not be located on a roof, and</p> <p>(ii) be located in the rear yard.</p> <p>Note 1. See note relating to Solar Hot Water Systems.</p> <p>Note 2. For further information about noise control in relation to heat pump water heaters, see the NSW Government’s Noise Guide for Local Government published in 2010 (ISBN 978 1 74232 942 0).</p> |

| DEVELOPMENT STANDARDS |
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| <p>Minor building alterations (internal) - no change of room configuration Subdivision 26 Minor building alterations (internal)</p> <p>2.51 Specified Development</p> <p>(1) A minor internal building alteration for the replacement or renovation of:</p> <ul style="list-style-type: none"> (a) a doorway, wall, ceiling or floor lining, or (b) a deteriorated frame member, including stairs and stairwells, or (c) a bathroom or kitchen, or (d) a built in fixture such as a vanity, a cupboard or a wardrobe, or (e) an existing sanitary fixture, such as a grease trap or the like, or (f) shelving or racking that is not higher than 2.7m, or (g) a work station or counter, is development specified for this code if it is not constructed or installed on or in a heritage item or a draft heritage item. <p>(2) The installation of new or replacement insulation material in the ceiling, floor or wall of a building is development specified for this code.</p> <p>2.52 Development Standards</p> <p>The standards specified for that development are that the development must:</p> <ul style="list-style-type: none"> (aa) not be an alteration to a food preparation area in food and drink premises, and (a) if it is the replacement or renovation of a deteriorated frame member—be of equivalent or improved quality materials, and (b) not include a change to the configuration of a room, whether by removal of an existing wall, partition or other means, and (c) not cause reduced window arrangements for light and ventilation needs, reduce the size of a doorway or involve the enclosure of an open area, and (d) not affect the load bearing capacity (whether vertical or horizontal) of a building, and (e) not include a change to the fire resisting components of, or interfere with the entry to, or exit from, or the fire safety measures |



DEVELOPMENT STANDARDS

contained within, a building, and

(f) if it is the installation of new or replacement insulation material in a dwelling, it must be in accordance with Part 3.12.1 of the Building Code of Australia.

SYDNEY WIDE ENGINEERS

CONSULTING STRUCTURAL & CIVIL ENGINEERS

11 GOLDSMITH AVENUE WINSTON HILLS NSW 2153

TELEPHONE 02 9686 9664

FAX: 02 9686 9664

Email: s.w.e@optusnet.com.au

DATE: 10 November 2015

OUR REFERENCE: S02854/2

TO WHOM IT MAY CONCERN

**RE: PROPOSED INTERNAL WALLS REMOVAL
AT UNIT 30 No 19-23 NORTON STREET, LEICHHARDT**

STRUCTURAL REPORT

An inspection of unit 30 at the above address was made on 9 November 2015 by myself the undersigned structural engineer.

Unit 30 is located on the elevated first floor of a full brick two storey building with shops underneath.

It is proposed remove the following internal brick walls:

- 1) The wall between the WC and the living room
- 2) The wall between the WC and the kitchen.
- 3) The wall between the kitchen and the entry corridor.

In order to remove the above walls 250UB31.4 steel beam supported by two 100x100x6.0 SHS steel columns must be installed at the same location of the removed wall between the kitchen and the entry corridor to support the concrete slab of the upper floor and the superstructure.

This is to certify that the 250UB31.4 steel beam and the two 100x100x6.0 SHS steel columns are structurally adequate to span 3000 mm and to cantilever 600 mm and to support the imposed loads of the existing superstructure providing that they are installed in accordance with the structural drawings prepared by Sydney Wide Engineers, job number S02854, sheet 1, dated 10 November 2015.

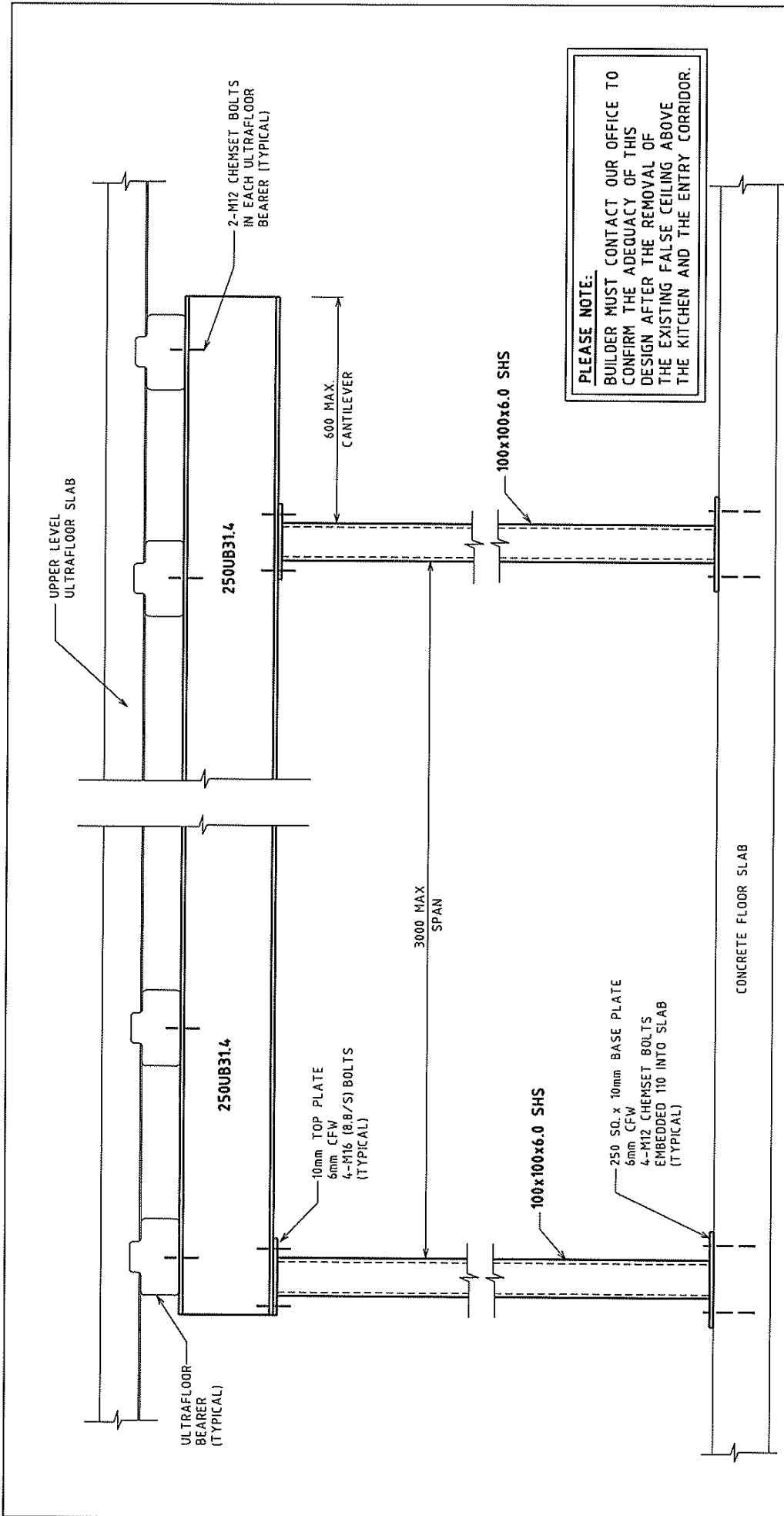
Yours faithfully



NABIL GHOSN



BE MIEAust

CPEng NPER # 910768



PLEASE NOTE:
 BUILDER MUST CONTACT OUR OFFICE TO
 CONFIRM THE ADEQUACY OF THIS
 DESIGN AFTER THE REMOVAL OF
 THE EXISTING FALSE CEILING ABOVE
 THE KITCHEN AND THE ENTRY CORRIDOR.

**STEEL BEAM & COLUMN
 CONNECTION DETAIL**

| | | | | |
|---|----------|-----------|---|--------|
| DESIGN | NG | CHECKED |  NASIR GHOSH BE. MIE. AUSTR. | |
| | BJC | | JOB No. | S02854 |
| DATE | 10.11.15 | SHEET No. | 1 | |
| SCALE | 1:10 | | | |
| PROJECT PROPOSED INTERNAL BRICK WALLS REMOVAL UNIT 30 No.19-23 NORTON STREET, LEICHHARDT | | | | |
| SYDNEY WIDE ENGINEERS CONSULTING STRUCTURAL & CIVIL ENGINEERS  | | | | |
| 11 Goldsmith Avenue Winston Hills NSW 2153 s.w.e@aphusnet.com.au Ph: (02) 9686 9664 Fax: (02) 9686 9664 Mob: 0413 053 218 | | | | |
| REV | COMMENTS | DATE | | |