

Lodger Details

Lodger Code 505199
Name BANNERMANS LAWYERS
Address L7, SE 702, 2 ELIZABETH PLZA
NORTH SYDNEY 2059
Lodger Box 1W
Email WZHANG@BANNERMANS.COM.AU
Reference 13928

Land Registry Document Identification

AR90980

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
CP/SP7114	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP7114
Other legal entity

Meeting Date

01/12/2020

Added by-law No.

Details Special By-Law 57, Special By-Law 58 and Special By-Law 59

Amended by-law No.

Details By-Law 2

Repealed by-law No.

Details By-law 22

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

SIGNING FOR APPLICANT PARTY

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP7114

Signer Name MATTHEW STUART JENKINS

Signer Organisation DAVID SUTHERLAND BANNERMAN

Signer Role PRACTITIONER CERTIFIER

Execution Date 27/05/2021



STRATA SCHEME SP 7114 (SP 13245)

**Manly National
Building**

**22 Central Avenue
Manly**

**CONSOLIDATED BY-
LAWS**



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1 NOISE

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

2 CAR PARKING ON COMMON PROPERTY

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) Administration Fee means the reasonable charges incurred by the Owners Corporation in moving a vehicle left on common property or left outside of the Car Park Area.
- (b) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (c) Building Manager means a person or corporation appointed by the Owners Corporation as either a caretaker or on-site manager or some other person appointed for the purpose by the Owners Corporation.
- (d) Car Park Area means Lots 412 to 430 whilst the Owners Corporation has a licence to occupy those Lots and subject to the terms of that licence AND the common property shown as hatched on the plan drawing attached and marked Annexure "A".
- (e) Disposal Costs means the reasonable costs incurred by the Owners Corporation in disposing of or dealing with a vehicle left on common property or left outside of the Car Park Area.
- (f) Lot means a lot in strata plans 7114 and 13245.
- (g) Owner or Occupier means the owner or the occupier of a Lot from time to time.
- (h) Owners Corporation means the Owners Corporation created by the registration of strata plans registration no. 7114 and 13245.
- (i) Registered Motor Vehicle (RMV) means a car, van, ute, 4WD, motor cycle, trail bike or truck that fits within one (1) car space allowing adequate room to open doors, with a maximum height of 195m, that has current registration. Trailers, caravans and the like that are not selfpropelled under their own power are not included and are not to be parked in the Car Park Area.
- (j) Security Tag means a key, magnetic card or other automatic or mechanical device used to open, close, lock and unlock gates and doors and activate and operate lifts, alarms and security systems on the common property.
- (k) Strata Committee means the strata committee of the Owners Corporation or its nominee the Building Manager or the Strata Manager.
- (l) Strata Manager means the person or entity appointed under the Strata Schemes Management Act 2015 to manage the business and maintain the records of the Owners Corporation.
- (m) Visitor means any person, invitee, guest, and lodger invited, allowed to, assisted to or otherwise by an Owner or Occupier, to enter the Premises at any time.





1.2 In this by-law a word which denotes:

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

PART 2
RIGHTS AND OBLIGATIONS REGARDING USE OF THE CAR PARK AREA

- 2.1 An Owner or Occupier of a Lot must not park or stand any RMV on common property except with the written approval of the Owners Corporation.
- 2.2 An Owner or Occupier must not park or stand a RMV in a Northern Beaches Council car parking space on levels P1 - P6 inclusive, without first contracting with Northern Beaches Council.
- 2.3 An Owner or Occupier of a Lot must not park or stand any RMV on common property car parks, except with the written approval of the Owners Corporation, which may be in the form of a lease or a license agreement.
- 2.4 An Owner or Occupier granted the right to park or stand any RMV on the Car Park Area by the Owners Corporation is prohibited from lending, licensing, transferring or otherwise assigning that right to a third party.
- 2.5 An Owner or Occupier must:
 - (a) only use the Car Park Area after providing to the Strata Committee:
 - (i) written advice, including email, to the Strata Committee advising the make, model, the licence plate registration number and the date of registration of the RMV and the expected duration of occupation in the Car Park Area; and
 - (ii) written acknowledgement that the Owner or Occupier parks on the common property at their own risk as to death, personal injury and property damage, to the extent permitted by law; and
 - (iii) written consent to accept the service of notices in relation to the Car Park Area by email or such other means of contact as provided by the Strata Committee; and
 - (iv) any other materials, information or documentation as reasonably determined by the Strata Committee from time to time.
 - (b) only utilise one car space in the Car Park Area for each residential Lot occupied by the Owner or Occupier or if a commercial or retail Lot, one (1) car space per ten (10) units of entitlement;
 - (c) not to attempt to enter the Car Park Area with a RMV that is higher than 1.95m;
 - (d) not load a RMV in the Car Park Area to a height that is higher than 1.95m;
 - (e) not attempt to drive out of the Car Park Area in a RMV that is higher than 1.95m;
 - (f) not park or stand a RMV on the Common Property other than in a designated car space in



the Car Park Area;

- (g) not store anything other than a RMV in the Car Park Area;
- (h) when parking a RMV in the Car Park Area, parking only within the lines demarcating a single car parking space;
- (i) not create any noise or disruption which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or of any person while using the Car Park Area;
- (j) if unable to provide written advice to the Strata Committee prior to using the car park, do so at their earliest convenience and no later than within 24 hours;
- (k) not allow a RMV to drop oil or other liquids or materials onto the common property or delineated car space in the Car Park Area;
- (l) not abandon a RMV on the common property or a delineated car space in the Car Park Area. For the avoidance of doubt, the Strata Committee will determine if a RMV is to be treated as abandoned;
- (m) not clean a RMV on the common property or in a delineated car space in the Car Park Area.. For clarity, this is due to the Car Park Area not having appropriate drainage facilities to accommodate car cleaning runoff;
- (n) comply with the reasonable directions of the Strata Committee when making use of the Car Park Area, including directions regarding the relocation of a vehicle within or off common property.

PART 3 CONDITIONS

3.1 If an Owner or Occupier:

- (a) leaves a RMV in any place other than within a delineated car parking space in the Car Park Area, or
- (b) leaves an unregistered motor vehicle or any other property in the Car Park Area, or
- (c) breaches the law, workplace health and safety requirements, fire requirements or this by-law, the Strata Committee may at their discretion have the vehicle or property removed and disposed of in accordance with the Uncollected Goods Act 1995.

3.2 An Owner or Occupier must pay the reasonable costs incurred by the Owners Corporation arising from a breach of this by-law by that Owner, Occupier or their invitee within seven (7) days of a request for payment by the Strata Committee, including Administration Fees, Disposal Costs and any cleaning costs incurred in respect of mud, oil, brake fluids or other liquids.

3.3 The Owners Corporation may:

- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 86(1) of the Strata Schemes Management Act 2015 and which, if unpaid within one (1) month of being due, will bear interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt; and
- (b) include reference to the debt on notices under section 184 of the Strata Schemes Management Act 2015.

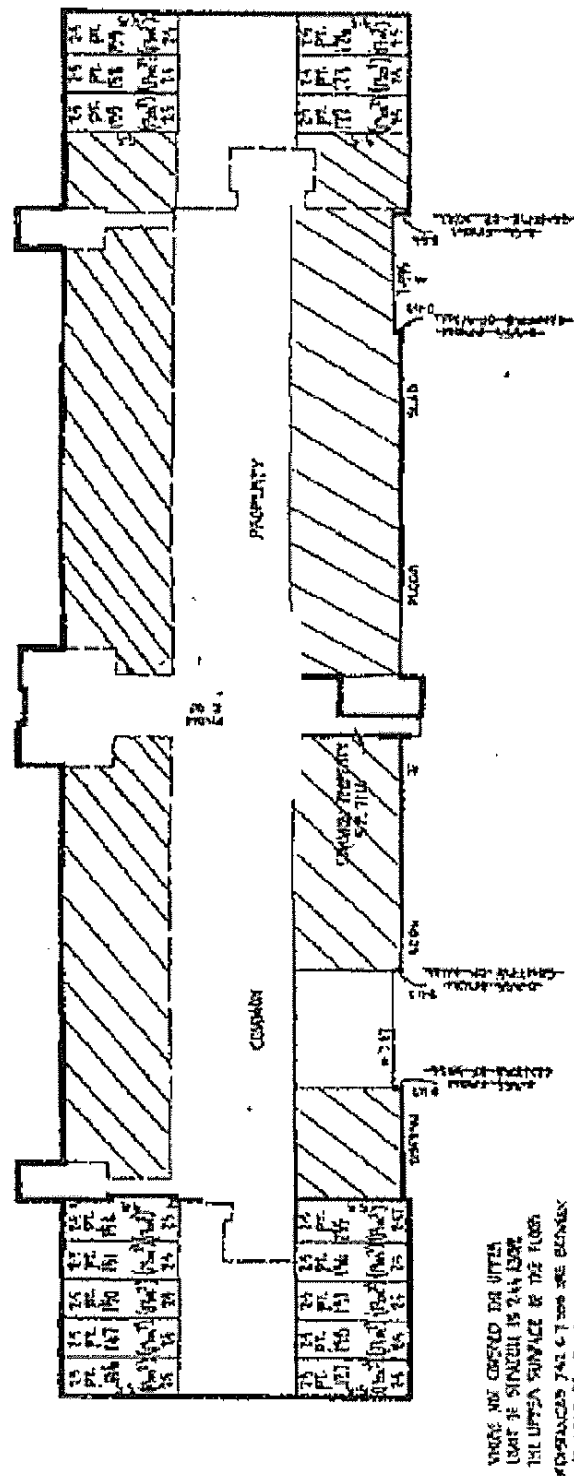


- 3.4 The Owners Corporation may restrict access to Common Property, including but not limited to the Car Parking Area by means of Security Tags.
- 3.5 Security Tags remain the property of the Owners Corporation.
- 3.6 The Owners Corporation will issue a maximum of one (1) Security Tag per authorized Lot to either the Owner or Occupier of that Lot.
- 3.7 Additional Security Tags can be obtained from the Building Manager upon payment of a non-refundable administration fee determined by the Strata Committee from time-to-time.
- 3.8 Owners, Occupiers and authorized persons to whom a Security Tag has been made available must:
 - (a) not duplicate or copy the Security Tag;
 - (b) take all reasonable measures to safeguard the Security Tag against loss, theft or damage;
 - (c) not give a Security Tag to a third party;
 - (d) immediately notify the Building Manager if the Security Tag is lost, stolen or damaged; and
 - (e) immediately return the Security Tag to the Owners Corporation when requested by the Strata Committee.

PART 4 ENDURING RIGHTS AND OBLIGATIONS

- 4.1 An Owner or Occupier:
 - (a) remains liable for any damage to a Lot, common property, and the property of another Lot Owner arising out of the use of the Car Park Area;
 - (b) must make good any damage to a Lot, common property, and the property of another Lot Owner arising out of the use of the Car Park Area;
 - (c) must indemnify the Owners Corporation against any costs or losses arising out of their use of the Car Park Area to the extent permitted by law; and
 - (d) agrees, acknowledges and undertakes to accept that their access to the Car Park Area to park a RMV may be terminated and not reinstated by the Strata Committee following their breach of this by-law.
- 4.2 An Owner:
 - (a) remains liable for any damage to a Lot, common property, and the property of another Lot Owner arising out of their tenant's, invitee's, contractor's use of the Car Park Area;
 - (b) must make good any damage to a Lot, common property, and the property of another Lot Owner arising out of their tenant's, invitee's, contractor's use of the Car Park Area; and
 - (c) must indemnify the Owners Corporation against any costs or losses arising out of their tenant's, invitees, contractors use of the Car Park Area to the extent permitted by law.

Plan drawing – Level 9



P



3 OBSTRUCTION OF COMMON PROPERTY

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

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

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

5 DAMAGE TO COMMON PROPERTY

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- 5.2 An approval given by the Owners Corporation under clause 5.1 of this by-law cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or occupier from installing:
 - (a) any screen or other device to prevent entry of animals or insects on the lot, or
 - (b) any structure or device to prevent harm to children provided that screen, device or structure is in keeping with the appearance of the rest of the building.
- 5.4 Despite section 106 of the *Strata Schemes Management Act, 2015* (NSW), the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in Clause 5.3 of this by-law that forms part of the common property and that services the lot.
- 5.5 This by-law does not permit a residential lot owner or occupier to change the front key entry locks or add additional keyed locks to the front door entry of their lot.
- 5.6 If the owner or occupier of a lot is found liable for causing damage to the common property the owner of the lot agrees that the Owners Corporation can recover reasonable costs incurred by the Owners Corporation for repair of such damage to the common property from



the owner.

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

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

7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

8 BEHAVIOUR OF INVITEES

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

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

- 9.1 An owner or occupier of a lot shall not deposit or throw upon the common property any rubbish or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- 9.2 If the owner or occupier of a lot is found liable for depositing rubbish or other material on the common property the owner agrees that the Owners Corporation can recover reasonable costs incurred by the Owners Corporation for removal of such rubbish or other material from the common property from the owner.

10 DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from



outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 CLEANING WINDOWS AND DOORS

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

12 STORAGE OF INFLAMMABLES

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

13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

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

14 FLOOR COVERINGS

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

15 GARBAGE DISPOSAL

An owner or occupier of a lot:

- (a) shall maintain within his lot in clean and dry condition and adequately



- covered a receptacle for garbage;
- (b) shall ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
- (c) shall empty such receptacle daily into the garbage disposal system designated for that purpose by the owners corporation; and
- (d) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 KEEPING OF ANIMALS

PART 1 INTERPRETATION

- 1.1 In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
 - (d) references to legislation includes references to amending and replacing legislation.
 - (e) references to "keep" within this by-law means to retain within one's care and control.

PART 2 CONDITIONS

- 2.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not keep any animal on the lot or the common property for any period of time excluding carpark and ground floor areas.
- 2.2 An owner or occupier of a lot must ensure that their invitee(s) to the scheme do not bring any animal on the common property, without the approval in writing of the owners corporation.
- 2.3 A person who intends to keep an assistance animal on a lot for any period of time needs to give at least two weeks' prior notice to the owners corporation, or such other notice period as is agreed to by the owners corporation, acting reasonably
- 2.4 The owners corporation may require a person who keeps an assistance animal on a lot to produce evidence to the owners corporation that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).



- 2.5 Where the disability addressed by the assistance animal is not permanent, or chronic in nature, confirmation that the condition persists must be provided to the owners corporation every six months.

17 PUBLIC PARKING STATION

So long as the Council of the Municipality of Manly shall remain the proprietor of any of Lots 185 to 430 the said Council of the Municipality of Manly may operate at its cost a Public Parking Station in such lots. This By-law shall not be amended, added to or repealed except by a unanimous resolution of the owners corporation and with the concurring vote of the said Council of the Municipality of Manly.

18 CARE, CONTROL AND MANAGEMENT OF COMMON PROPERTY WITHIN LOT 1

So long as the Council of Municipality of Manly shall be the owner of a lot used as a Public Parking Station, it shall have the care, control and management of those areas of common property that were within lot 1 in strata plan 7114 and shown on the said strata plan as:

“Proposed Right-of-Way – Ramp 2538 sq. ft. approx”

and;

“Proposed Right-of-Way”

and;

“Proposed Right-of-Way – Ramp 1565 sq. ft. approx.”

on sheet 2

and;

“Proposed Right-of-Way

on Sheets 3, 4, 5 and 6.”

PROVIDED THAT the special privileges hereby conferred shall not preclude the use of the common property referred to herein by owners of other lots nor impose on the Council of the Municipality of Manly any liability to contribute to, or responsibility for, the maintenance of the common property referred to herein except as otherwise provided by the *Strata Schemes Management Act, 2015* (NSW) or any Act amending or replacing the same.



19 HOT WATER UNIT MANAGEMENT IN SP 7114

Explanatory Note:

Owners of lots own their own Hot Water Units. After some years these Hot Water Units fail and some have burst and flooded nearby lots. Accordingly, the Owners in the Scheme have delegated responsibility of management of all Hot Water Units to the Owners Corporation. The Strata Committee has decided to replace all Hot Water Units at approximately 10 years of age at each owner's expense. In an emergency, the Owners Corporation, or its duly appointed nominee, may need immediate access to a lot's Hot Water Unit, otherwise access for inspection and other purposes will be on reasonable notice.

PART 1 DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Common Property** means the common property in strata plans 7114 and 13245.
- (b) **Hot Water Unit** means each hot water unit servicing each Lot in the Scheme located both on Lot property and on the common property but only accessible through a Lot.
- (c) **Lot** means a lot in strata plans 7114 and 13245.
- (d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (f) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 7114 and 13245.
- (g) **Rectification Costs** means any costs incurred by the Owners Corporation in repairing or replacing a Hot Water Unit excluding the Owners Corporation's obligation for general repair and maintenance of Common Property required on account of fair wear and tear.
- (h) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
- (i) **Strata Committee** means the strata committee of the Owners Corporation, or if nominated by the Strata Committee the building manager or the strata manager for the Scheme.

1.2 In this by-law a word which denotes:



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

PART 2

CONDITIONS AND OBLIGATIONS

- 2.1 An Owner or Occupier will ensure no fixture or fitting is installed or item of furniture is placed on a Lot that would restrict or hinder the Strata Committee's access to a Hot Water Unit and if access to a Hot Water Unit is restricted, the Owner will immediately rectify that restriction at the expense of the Owner.
- 2.2 In addition to the Owners Corporation's rights under the *Strata Schemes Management Act 2015*, the Owners Corporation may authorise entry and may carry out inspections and attend to maintenance of each Hot Water Unit at a mutually agreed time with the Owner or Occupier during business hours for the purpose of inspection, testing, treatment, use, repair, maintenance and replacement of Hot Water Units
- 2.3 The Strata Committee will provide reasonable notice when requiring access to a Lot and will contact the Owner or Occupier by email and SMS, if an email address and mobile phone number have been provided, and will also leave a hard copy notice under the front door and/or in the letterbox of the Lot.
- 2.4 Should the Owner or Occupier not respond to the notice under clause 2.3, in an emergency the Strata Committee may authorise the use of the master key kept pursuant to Special By-Law 27 for the purpose of the access to a Lot.
- 2.5 An Owner or Occupier must not, by wilful or negligent act or omission, do or permit anything to be done to cause any damage to or interference with the Hot Water Units.
- 2.6 The Owners Corporation is entitled to recover from each Owner the Rectification Costs incurred as a consequence of rectifying, repairing or replacing the Hot Water Unit servicing that Owner's Lot.
- 2.7 Liability for Rectification Costs will be determined at the absolute discretion of the Strata Committee.



2.8 The Owners Corporation may:

- (a) demand payment from an Owner for any money outstanding under this by-law and recover this amount from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 86(1) of the *Strata Schemes Management Act 2015* and which, if unpaid within one (1) month of being due, will bear interest at the rate the regulations provide for and the interest will form part of that debt; and
- (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

20 NOTICE OF MEETING TO COUNCIL

So long as the Council of the Municipality of Manly shall be the owner of any of lots 185 to 430, the Council shall cause a notice of its intention to hold a meeting to be forwarded to the Council of Municipality of Manly by prepaid post not less than seven (7) days prior to the date upon which any such meeting is held.

21 APPEARANCE OF LOT

- (a) The owner or occupier of a lot must not, without the written consent of the Owners Corporation or Strata Committee, maintain within their respective lot anything visible from outside their respective lot that, viewed from outside their respective lot, is not in keeping with the theme of the rest of the building.
- (b) The owner or occupier of a lot must not, without the written consent of the Owners Corporation or Strata Committee, hang any curtain, blind or other material in any window unless every part thereof which is visible from outside the building is white.
- (c) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-Law 10.
- (d) This by-law does not apply to potted plants on balconies which may be visible from outside the owner or occupiers lot.

22 CAR PARKING – REPEALED



23 LICENCES

Explanatory Note:

The Strata Committee and Building Manager, wherever reasonably possible, seek to license the use of the common property to generate income in favour of the Owners Corporation making a contribution to the reduction of strata levies payable by all lot owners. Licences in favour of lot owners must be agreed by the Owners Corporation in general meeting.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (b) **Common Property** means the common property in strata plans 7114 and 13245.
- (c) **Lot** means a lot in strata scheme 7114.
- (d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 7114.
- (f) **Strata Committee** means the Strata committee of the Owners Corporation or its nominee being the Building Manager or the Strata Manager.
- (g) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 2015* to manage the business and maintain the records of the Owners Corporation.

1.2 In this by-law a word which denotes:

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



PART 2

GRANT OF RIGHT

- 2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Owners Corporation has the power to grant licences to Owners, Occupiers, non-owners and/or non-occupiers to use a part of the Common Property.
- 2.2 The Owners Corporation approves of and authorises the Strata Committee to negotiate and sign licences with Occupiers, non-owners and/or non-occupiers to use a part of the Common Property for any purpose determined by the Strata Committee including but not limited to car parking, signage, retail displays, storage, a coin operated washing machine, laundry, retail or office space, and/or uses ancillary to or related to those uses.
- 2.3 For abundance of clarity, the Strata Committee and/or Building Manager are authorised to negotiate and finalise the terms of any proposed licence for consideration by the Owners Corporation by way of special resolution at a general meeting. Nothing in this by-law is to be construed to conflict with the requirements of Section 112 of the *Strata Schemes Management Act, 2015*.

24 SPECIAL BY-LAW 24 – SIGNAGE

PART 1

DEFINITIONS AND INTERPRETATION

- 1.1 In this by-law, unless the context otherwise requires or permits:
 - (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the strata scheme.
 - (b) **Signage** means any sign, name board, advertisement of a business or product consisting of any materials including plastic, cardboard or refracted or reflecting light.
 - (c) **Works** means the works required to install signage.
- 1.2 In this by-law, unless the context otherwise requires, a word which denotes:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;
 - (c) any terms in the by-law will have the same meaning as those



defined in the *Strata Schemes Management Act, 2015*;

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

PART 2

SIGNAGE CONSENT

- 2.1 An owner or occupier must not without the written consent of the Owners Corporation install, erect, place, keep or maintain a Signage on the common property.
- 2.2 The Owners Corporation's consent may require the entry into a licence agreement which will require amongst other things the payment of a licence fee and bond and be for a term of up to five (5) months with a month to month holding over.

PART 3

APPLICATIONS FOR CONSENT FOR SIGNAGE

- 3.1 An owner or occupier who seeks consent to install non-prohibited Signage on the common property must:
 - (a) Apply in writing to the Owners Corporation for consent and such application must include the following information:
 - (i) height, width and thickness of the Signage;
 - (ii) exact scale copy of the information to be placed on the Signage;
 - (iii) detailed plan showing where it is proposed to be installed;
 - (iv) signed acknowledgement that the Signage is placed on common property at the applicant's risk; and
 - (v) details of the duly licensed and/or experienced person who will be installing the Signage.
 - (b) Obtain any consent or approvals required by any Authorities and provide a copy to the Owners Corporation prior to installing the Signage.

PART 4

PROHIBITED SIGNAGE AND MATERIALS

- 4.1 The following Signage is prohibited within lots and on common property:



- (a) flashing signs;
 - (b) rotating or moving signs;
 - (c) offensive signs;
 - (d) signs which cover architectural features or windows;
 - (e) signs which give instructions to traffic by use of words 'halt', 'stop' or any other directions, or imitate traffic signs with respect to their shape, layout or colour;
 - (f) signs which include parts which create audible noise;
 - (g) signs which are highly illuminated which could unreasonably impact or distract the vision of a driver;
 - (h) signs which impede emergency exits; and/or
 - (i) a-frame signs and sandwich board signs.
- 4.2 Display stands and promotional stands are prohibited from being placed on common property, except in relation to the common property reception as negotiated between the Owners Corporation and that person occupying that area and evidenced in a written agreement approved by the Owners Corporation.

PART 5

INSTALLING, KEEPING AND REMOVING SIGNAGE

- 5.1 Without limitation to the requirements above or any conditions contained in any licence agreement before installation of any Signage the owner or occupier must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) obtain any insurance required by the Owners Corporation noting the Owners Corporation as an interested party if permissible by the particular type of insurance; and
 - (c) obtain approval for the Works from the Owners Corporation.
- 5.2 Without limitation to the requirements above or any conditions contained in any licence agreement whilst the Signage is being installed the owner or occupier must:



- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences any work;
- (b) ensure the Works are conducted in a proper and workmanlike manner;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of one (1) week from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) 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 by the Owners Corporation and if any such interference or damage occurs the owner or occupier must rectify that interference or damage within a reasonable period of time;
- (i) indemnify the Owners Corporation to the extent permitted by law against any costs or losses associated with the Works or Signage; and
- (j) not vary the Signage without first obtaining the consent in writing from the Owners Corporation.

5.3 After the Works have been completed each owner must without unreasonable delay:

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



Signage.

5.4 Each owner and occupier:

- (a) retains ownership of the Signage;
- (b) must maintain and upkeep the Signage;
- (c) must provide a report to the Owners Corporation every 12 months in relation to the condition of the Signage;
- (d) remains liable for any damage to lot or common property arising out of the Signage;
- (e) must make good any damage to lot or common property arising out of the Signage;
- (f) must indemnify the Owners Corporation to the extent permitted by law against any costs or losses arising out of the Signage; and
- (g) must make good any damage to lot or common property when removing the Signage.

PART 6

SPECIAL RULES REGARDING PARTICULAR SIGNAGE

6.1 The following information may be displayed on the directory boards in the commercial suite on the ground floor foyer and level 5:

- (a) name of the business; and
- (b) suite and floor number of the business.

25 SPECIAL BY-LAW 25 – LOT OWNERS WORKS

Explanatory Note:

Please note the following important provisions:

Part 1.1(i)(5): The form that is referred to in this Part should be obtained from the Strata Committee.

Part 3 stipulates a number of matters including insurances required to be addressed before the renovation "Works" may be commenced. This by-law also deals with the replacement of kitchen and/or bathroom tiles and liability arising upon the lot owner in relation hereto.

Part 3.4 is a requirement on the Owner or Occupier doing the Works to obtain and



provide evidence of insurances as nominated by the Strata Committee. An Owner may submit appropriate contractors' insurance to the Strata Committee but any shortfall or inadequacies in the contractors' insurance required pursuant to the by-law must be obtained by the Owner or Occupier undertaking the Works.

Part 4 is a special rule for "Noisy Works" such as the use of a jackhammer.

Part 6.1(a) "reasonable notice" is two (2) hours for access to a lot by the Strata Committee.

Part 10 is a special rule for the removal of kitchen and bathroom tiles.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance in the minimum sum of \$10,000,000 or such other amount as nominated by the Strata Committee and if permissible by the insurer noting the Owners Corporation as a joint insured or an interested party;
 - (ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as a joint insured or an interested party;
 - (iii) workers compensation insurance, if required; and
 - (iv) other insurances that may be required at law.
- (c) **Lot** means a lot in strata plans no. 7114 and 13245.
- (d) **Neighbouring Lots** means the lot or lots adjoining both horizontally and vertically and otherwise nearby.
- (e) **Noisy Works** means works to common property using tools such as percussion tools, drills, jack-hammers, power saws or the like.
- (f) **Owner** means the owner or occupier of a lot in strata plans no. 7114 and 13245.
- (g) **Owners Corporation** means the Owners Corporation created by the registration of strata plan registration no. 7114.
- (h) **Required Documents** means:



1. existing plans and drawings;
 2. proposed plans and drawings;
 3. if the plans and drawings do not adequately describe the works a detailed description of the Works in terms satisfactory to the Strata Committee;
 4. details of the current and proposed flooring system, and if the Owner is proposing to change the flooring system a report from an acoustic engineer nominated by the Strata Committee about the proposed flooring system which provides that it complies with the scheme's by-laws; and
 5. any other document reasonably required by the Strata Committee including but not limited to a properly completed "Application for Building Works pursuant to Special By-Law 38 as amended" form, a template of which is attached to this special by-law. This template may be amended, altered and added to by the Strata Committee as it may reasonably determine from time-to-time.
- (i) **Strata Committee** means the Strata committee of the Owners Corporation or if nominated by the Strata Committee the building manager or the strata manager for the Scheme.
- (j) **Works** means the additions and alterations undertaken by an Owner to their Lot and to the common property as specified in the Required Documents, except for the installation of smoke alarms and works permitted under By-Law 5.
- 1.2 In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
 - (d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

2. The Owner must not undertake and/or authorise "Works" except in



accordance with this special by-law and the reasonable directions of the Strata Committee.

PART 3

BEFORE COMMENCEMENT

3. Before commencement of the Works the Owner must:
 - 3.1 provide the Required Documents to the Strata Committee not less than 28 days before the commencement of the Works;
 - 3.2 obtain approval for the Works from the Strata Committee which may be in the form of a by-law under sections 108 or 142 and 143 of the Act granted to an Owner;
 - 3.3 obtain all necessary approvals from any Authorities and provide a copy to the Strata Committee at the time of seeking approval under clause 3.2 above;
 - 3.4 effect and maintain Insurance as required under this by-law and provide a copy to the Strata Committee;
 - 3.5 comply with all reasonable directions of the Strata Committee as to how the Works are to be undertaken including but not limited to:
 - (a) the sequence of trades people, the movement of materials to and from the Lot; and
 - (b) the requirement to safeguard common property from damage by erecting structures to minimise damage; and
 - (c) restrictions on hours and days of operation.
 - 3.6 provide access to the Lot upon reasonable notice from the Strata Committee for the purpose of inspection before, during and following the period of the Works; and
 - 3.7 pay a bond of \$2,000.00 or as otherwise determined by the Strata Committee, the interest earned thereon to go to the Owners Corporation. The Strata Committee may deduct from the bond any and all expenses incurred by the Owners Corporation arising from the Works or from a breach of this by-law by the Owner and will otherwise return to the Owner the bond paid by the Owner within 60 days of a final inspection by the Strata Committee confirming the Works have been satisfactorily completed.

PART 4



NOISY WORKS

4. If the Works involve Noisy Works, the Owner undertaking the Works must satisfy the Strata Committee's requirements including notice to other Lots. The Works must not commence unless the Owner has notified the Strata Committee of the Noisy Works at least four (4) calendar weeks before the Works commence or within such other time period as approved by the Strata Committee.

The Strata Committee will notify all lot owners of the Noisy Works and will send a reminder notice by email to lot owners and display a notice on the Owner's Corporation's notice boards not less than one week before commencement of the Works.

PART 5 DURING CONSTRUCTION

5. Whilst the Works are in progress the Owner must:
 - 5.1 use duly licensed employees, contractors or agents to conduct the Works and supply their contact details, license, Insurance certificate of currency and any other information reasonably required to the Strata Committee before each of them commences their work;
 - 5.2 ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
 - 5.3 use reasonable endeavors to cause as little disruption as possible;
 - 5.4 perform the Noisy Works during times reasonably approved by the Strata Committee noting that Noisy Works will only be approved to be carried out in the months of June to August inclusive of any year, not including weekends or public holidays;
 - 5.5 perform the Works within a period as reasonably approved by the Strata Committee;
 - 5.6 use reasonable endeavors to ensure that any Noisy Works



and other Works which are likely to interfere with the peaceful enjoyment of the Owner of another Lot are performed between the hours of 9am to 1pm, or 1pm to 5pm, one only of these time slots, at the nomination of the Owner but subject to Strata Committee approval, Monday to Friday inclusive excluding public holidays. Alternatively the Owner or Occupier undertaking the Works may nominate four (4) hours only between 9am to 5pm inclusive on two (2) consecutive days Monday to Friday inclusive to undertake Noisy Works (a total of eight (8) hours). Additional Noisy Works to be specified by the Lot Owner undertaking the Works and subject to the approval of the Strata Committee. Works other than Noisy Works that do not interfere with the peaceful enjoyment of a Neighbouring Lot Owner may be carried out between the hours of 10am and 4pm Monday to Friday or as otherwise directed by the Strata Committee;

- 5.7 transport all construction materials, equipment and debris in the manner reasonably directed by the Strata Committee;
- 5.8 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;
- 5.9 ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time as advised by the Strata Committee, failing which the Owners Corporation can do such rectification works and recover the cost of those works as a debt of the Owner;
- 5.10 not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- 5.11 upon the reasonable request of the Strata Committee, allow access to the Lot for the purpose of inspecting the Works; and
- 5.12 reimburse and pay within 21 days of receiving an invoice from the Owners Corporation, the Owners Corporation's reasonable costs incurred in cleaning-up any debris, rubbish, building materials, or other objects resting on or over common property areas during construction within 21



days of receiving an invoice from the Owners Corporation, failing which the Owners Corporation can recover the costs of these works as a debt of the Owner.

PART 6 AFTER CONSTRUCTION

6. When the Works have been completed, the Owner must notify the Strata Committee in writing that the Works have been completed and comply with the following:
 - 6.1 For a period of 21 days after the Strata Committee has been notified in writing that the Works have been completed the Owner must:
 - (a) continue to permit the Strata Committee access to the Lot, upon reasonable notice for the purpose of inspecting the Works;
 - (b) notify the Strata Committee in writing that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law have been rectified;
 - (c) provide the Strata Committee with a copy of any certificate or certification required by an Authority to certify the Works; and
 - (d) at the Owners cost provide the Strata Committee with professional independent certification of the Works as reasonably nominated by the Strata Committee; and
 - 6.2 Within 21 days of receiving an invoice from the Owners Corporation, the Owner must reimburse the Owners Corporation's reasonable costs incurred in retaining an independent expert consultant advisor to the Strata Committee, cleaning-up any debris, rubbish, building materials, or other objects resting on or over common property areas after construction and failing payment within 21 days the Owners Corporation can recover the costs of these works as a debt of the Owner of the lot undertaking the Works.

PART 7



ENDURING RIGHTS AND OBLIGATIONS

7. The Owner:
 - 7.1 must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
 - 7.2 remains liable for any damage to lot or common property arising out of the Works;
 - 7.3 must make good any damage to lot or common property arising out of the Works; and
 - 7.4 must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

PART 8

FAILURE TO COMPLETE WORKS

8. In the event that the Owner fails to complete the Works in accordance with the Required Documents or a by-law under sections 108 or 142 & 143 of the Act granted to the Owner, the Owners Corporation is entitled to complete the Works on behalf of the Owner and recover from that Owner any money paid by the Owners Corporation in relation to completion of the Works.

PART 9

FAILURE TO COMPLY

9. The Owners Corporation is entitled to recover from an Owner any money paid by the Owners Corporation in relation to a breach of this by-law. The Owners Corporation may:
 - 9.1 demand payment from an Owner for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
 - 9.2 include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

PART 10

KITCHEN AND BATHROOM TILES

10. Further to an Owner's obligations under clause 7 of this by-law, if part of an Owner's Works involves removal and or replacement of the original bathroom or kitchen tiles, the Owner:



- 10.1 remains liable for any damage to any Lot or common property arising out of the removal or replacement of the bathroom or kitchen tiles;
- 10.2 must make good any damage to any Lot or common property arising out of the removal or replacement of the bathroom or kitchen tiles;
- 10.3 must indemnify the Owners Corporation against any costs or losses arising out of the removal or replacement of the bathroom or kitchen tiles;
- 10.4 must replace at the Owner's expense all the adjacent common property water supply pipes and waterproofing membrane upon the removal of the bathroom or kitchen tiles, to a standard acceptable to the Strata Committee, before the bathroom or kitchen tiles removed are replaced. In addition to access to be provided under clause 3.6, the Strata Committee must inspect and approve the subject replaced common property pipes and waterproofing membrane before the removed bathroom and kitchen tiles are replaced; and
- 10.5 The Strata Committee via the building manager may direct the replacement of common property pipes.

26 SPECIAL BY-LAW 26 – COMMON PROPERTY MANAGEMENT; GOODS LEFT ON, MOVING LARGE GOODS ACROSS AND DROPPING BEACH SAND AND WATER ON, THE COMMON PROPERTY

Explanatory Note:

This by-law is intended to ensure the Owners Corporation is not out of pocket as a result of lot owners or occupiers that leave personal property on the common property for the Owners Corporation to remove or those that drop water, sand etc. on the common property putting the Owners Corporation to considerable cost to clean up.

This by-law allows the Owners Corporation to deal with goods left on any part of common property and to deal with any unclaimed goods left on common property whether by handing over to an authority or by disposal. The Uncollected Goods Act 1995 may also be a useful tool for the Owners Corporation to deal with uncollected goods left on common property as it provides for different methods of disposal on a sliding scale based on the value the goods.

The fees noted in this by-law are based on a fair and reasonable estimate of the costs incurred by the Owners Corporation for undertaking the tasks as described in this by-



law

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

Clause 4.4 below allows the Owners Corporation to regulate the movement of large objects through the common property that owners or occupiers may be moving into or out of the Manly National Building.

PART 1 DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Administration and Cleaning Fee** means any or all reasonable charges incurred and/or levied by the Owners Corporation in removing goods left on Common Property or in cleaning Common Property as a result of dropped sand, water and the like dropped on Common Property
- (b) **Common Property** means the common property in strata plans 7114 and 13245.
- (c) **Disposal Costs** means the reasonable costs incurred by the Owners Corporation in cleaning Common Property and/or in disposing or dealing with Goods left on Common Property.
- (d) **Goods** mean any item of personal property owned by or in possession of an Occupier or Owner.
- (e) **Lot** means a lot in strata plans 7114 and 13245.
- (f) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 7114 and 13245.
- (g) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (h) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
- (i) **Strata Committee** means the Strata committee of the Owners Corporation or if nominated by the Strata committee, the building manager or the strata manager for the Scheme.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;



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

PART 2

RIGHTS AND OBLIGATIONS REGARDING GOODS LEFT ON COMMON PROPERTY

- 2.1 An Owner or Occupier must not leave Goods unattended on the Common Property of the Owners Corporation within the Scheme, without the written consent of the Strata Committee.
- 2.2 If an Owner or Occupier leaves Goods on the Common Property which breaches the law, workplace health and safety requirements, fire safety requirements or this by-law, that Owner or Occupier consents to the Strata Committee moving those Goods to another place on the Common Property, or if the Goods are unable to be reasonably relocated, consent to the disposal of the Goods at the discretion of the Strata Committee, and the Owner or Occupier agrees to pay the Administration and Cleaning Fee within seven (7) days of a request for payment from the Strata Committee
- 2.3 If an Owner or Occupier does not claim the Goods that are removed within 21 days from the date that the Goods were moved, the Owners Corporation may, at the discretion of the Strata Committee:
 - (a) hand over the Goods to the police as lost property; or
 - (b) otherwise dispose of or deal with the Goods in accordance with the *Uncollected Goods Act 1995*.
- 2.4 If the Strata Committee moves Goods left on Common Property, the Strata Committee will use reasonable endeavors to:
 - (a) locate the owner of the Goods;
 - (b) notify the owner of the Goods that the Goods have been moved; and
 - (c) notify the owner of the Goods that if left unclaimed, the Goods will be disposed of,



where any such reasonable endeavors to locate and notify the owner of the Goods may be made by placing a notice on the Scheme's notice board.

PART 3

CONDITIONS

- 3.1 The Owners Corporation is entitled to recover from an Owner or Occupier the Administration and Cleaning Fee and Disposal Costs paid by the Owners Corporation.
- 3.2 The Owners Corporation may:
 - (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
 - (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

PART 4

PROHIBITED ACTIVITIES ON COMMON PROPERTY

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



movement of any furniture or large object across the Common Property. Subject to the consent of the Strata Committee, the preferred time for moving Owner or Occupier property across the common property is 10am to 4pm, Monday to Saturday inclusive.

PART 5

GENERAL

- 5.1 Strata Committee is to review the fees charged pursuant to this by-law on an annual basis to ensure these fees reflect a genuine reasonable estimate of the costs of the tasks undertaken by the Owners Corporation.

27 SPECIAL BY-LAW 27 – MASTER KEY SYSTEM

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Approved Locksmith** means the locksmith approved or authorised by the Owners Corporation or the Strata Committee.
- (b) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) **Lot** means a residential lot in strata plan 7114
- (d) **Master Key** means a master key provided by the Approved Locksmith which can provide access to all Lots within the scheme.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 7114.
- (f) **Strata Committee** means the Strata committee of strata plan 7114.
- (g) **Strata Managing Agent** means the strata managing agent of strata plan no. 7114 from time to time.

1.2 In this by-law a word which denotes:



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

PART 2

RIGHTS AND OBLIGATIONS REGARDING THE MASTER KEY SYSTEM

- 2.1 The Owners Corporation or the Strata Committee can issue a Master Key to the Building Manager or the Strata Managing Agent.
- 2.2 The Owners Corporation or the Strata Committee can issue a Master Key to the Ambulance Service of NSW, the NSW Police Force or the NSW Fire Brigade to be used in the case of an emergency.
- 2.3 The Owners Corporation or Strata Committee can enter into an agreement with the Building Manager or the Strata Managing Agent which provides that:
 - (a) the Owners Corporation or Strata Committee must engage the Approved Locksmith to produce one Master Key that will provide access to all Lots within the scheme by way of the common property front door lock on each Lot;
 - (b) the Master Key must remain in the possession or control of the Building Manager or Strata Managing Agent at all times;
 - (c) subsequent copies of a Master Key can only be made with the approval of the Owners Corporation or Strata Committee by an Approved Locksmith;
 - (d) the Building Manager or the Strata Managing Agent must keep the Master Key in a secure place;
 - (e) the Building Manager or the Strata Manager who has been issued with a Master Key must keep a log which details the use of the Master Key and must table that log at an Strata Committee meeting or general meeting when directed by the Strata Committee or the Owners Corporation and notify the owner of the Lot of the use of the Master Key within 24



hours of entry into the Lot;

- (f) should either the Building Manager or Strata Managing Agent lose the Master Key the Building Manager or Strata Managing Agent who has lost the Master Key must advise the Owners Corporation or Strata Committee within twenty-four (24) hours; and
- (g) once the Owners Corporation or Strata Committee has been notified in accordance with clause 3(f) of this By-law, the Owners Corporation or Strata Committee must immediately engage an Approved Locksmith to install new common property door locks and to provide a copy of a further Master Key at the Owners Corporations expense.

28 SPECIAL BY-LAW 28 – CHANGE IN USE OF LOT TO BE NOTIFIED

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

29 SPECIAL BY-LAW 29 – DAMAGE TO COMMON PROPERTY GLASS WINDOWS AND DOORS

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Lot** means lot in strata plan 7114.
- (b) **Owner** means the owner of the Lot from time to time.
- (c) **Occupier** means the Occupier of the Lot from time to time.
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 7114.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;



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

PART 2

RIGHTS AND OBLIGATIONS

- 2.1 An Owner or Occupier of a Lot must not damage or deface any common property glass windows or doors, including but not limited to scratching, marking or otherwise damaging or defacing the glass windows or doors, the heat resistance and protective film of the glass, the window or door frames, rollers and locking devices.
- 2.2 If the Owner or Occupier of a Lot is found liable for causing damage to the common property glass windows or doors as above excluding fair wear and tear, the Owner of the Lot agrees that the Owners Corporation can recover reasonable costs incurred by the Owners Corporation for repair of such damage from the Owner.

30 SPECIAL BY-LAW 30 – OVERCROWDING OF LOTS AND PROHIBITED PURPOSES

Explanatory Note:

This by-law sets limits on the number of people who can occupy a residential lot and makes the lot owner responsible for ensuring a lot is not used for a prohibited purpose.

PART 1

DEFINITIONS AND INTERPRETATION

- 1.1 In this by-law:
 - (a) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.



- (b) **LEP** means the Manly Council Local Environmental Plan applicable to strata plan 7114 as amended from time to time.
- (c) **Lot** means a lot in strata plan 7114.
- (d) **Occupier** means the occupier of the Lot from time to time and must be either the Owner or someone with the express written permission of the Owner, such permission to be provided to the Strata Committee upon request.
- (e) **Owner** means the owner of a Lot from time to time.
- (f) **Owners Corporation** means the Owners Corporation created by the registration of strata plan registration no. 7114.
- (g) **Persons** does not include any children below the age of two (2) years.
- (h) **Scheme** means strata plan 7114.
- (i) **Strata Committee** means the Strata committee of the Owners Corporation or its nominee being the Building Manager or Strata Manager.
- (j) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 2015* to manage the business and maintain the records of the Owners Corporation.

1.2 In this by-law a word which denotes:

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

PART 2

RIGHTS AND OBLIGATIONS

2.1 An Owner or Occupier must not permit more than four (4) Persons to lodge, reside or otherwise occupy a one bedroom unit or a studio unit in the Scheme.



- 2.2 An Owner or Occupier must not permit more than six (6) Persons to lodge, reside or otherwise occupy a two bedroom unit in the Scheme.
- 2.3 An Occupier or Owner must ensure that the Lot is not used for any purpose that is prohibited by law or in contravention of the LEP.
- 2.4 If an Owner is given written notice by the Strata Committee that the Strata Committee considers a Lot is being used for a prohibited purpose, the Owner will, within 21 days, take whatever action is necessary, at the Owners expense to have such use or conduct cease.

31 SPECIAL BY-LAW 31 – REFURBISHMENT WORKS

Special By-Law 31 – Exclusive Use by-law for Refurbishment works by Eastcoast Vacations Pty Ltd ACN 006 627 121 and Pamacorp Nominees Pty. Ltd. ACN 007 211 216 to Lots 5, 8, 20, 21, 25 and 28.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Exclusive Use Area 1** means the common property area reasonably required to keep the works in Lot 5.
- (b) **Exclusive Use Area 2** means the common property area reasonably required to keep the works in Lot 8.
- (c) **Exclusive Use Area 3** means the common property area reasonably required to keep the works in Lot 20.
- (d) **Exclusive Use Area 4** means the common property area reasonably required to keep the works in Lot 21.
- (e) **Exclusive Use Area 5** means the common property area reasonably required to keep the works in Lot 25.
- (f) **Exclusive Use Area 6** means the common property area reasonably required to keep the works in Lot 28.
- (g) **Lot** means a lot in strata plan 7114.
- (h) **Occupier** means the occupier of the Lot from time to time.
- (i) **Owner** means the owner of a Lot from time to time.
- (j) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.



7114.

(k) **Works to Lot 5** means the following:

- (i) the installation of a new entrance doorway to the bathroom in the common property wall located in the northern wall (noting that the Central Avenue frontage of the property was deemed the eastern elevation) at the base of the stairway which is common to the bathroom;
- (ii) the coating of any exposed reinforcement within the cut wall with a high performance polyurethane adhesive/sealant such as Einer-Seal PU-40 or an approved industry equivalent as a potential corrosion/concrete cancer protector;
- (iii) the installation of timber door jamb and architrave with an inward opening door fixed to the jamb;
- (iv) the filling of the original doorway into the bathroom with a timber frame lined with plasterboard or fire cement sheeting (Villaboard) or rendered brickwork;
- (v) new waterproofing layer and tiling to all wall and floor areas of the bathroom including all wall and floor areas of the shower; and
- (vi) the installation of new copper pipework chased into the southern masonry wall,

which is existing at the date of the meeting specially resolving this by-law.

(l) **Works to Lot 8** means the following:

- (i) new waterproofing layer and tiling to all wall and floor areas of the bathroom including all wall and floor areas of the shower; and
- (ii) copper pipework chased into the southern masonry wall,

which is existing at the date of the meeting specially resolving this by-law.

(m) **Works to Lot 20** means the following:

- (i) new waterproofing layer and tiling to all wall and floor areas of the bathroom including all wall and floor areas of the shower; and



- (ii) copper pipework chased into the southern masonry wall,

which is existing at the date of the meeting specially resolving this by-law.

(n) **Works to Lot 21** means the following:

- (i) new waterproofing layer and tiling to all wall and floor areas of the bathroom including all wall and floor areas of the shower; and
- (ii) copper pipework chased into the southern masonry wall,

which is existing at the date of the meeting specially resolving this by-law.

(o) **Works to Lot 25** means the following:

- (i) new waterproofing layer and tiling to all wall and floor areas of the bathroom including all wall and floor areas of the shower; and
- (ii) copper pipework chased into the southern masonry wall,

which is existing at the date of the meeting specially resolving this by-law.

(p) **Works to Lot 28** means the following:

- (i) new waterproofing layer and tiling to all wall and floor areas of the bathroom including all wall and floor areas of the shower; and
- (ii) copper pipework chased into the southern masonry wall,

which is existing at the date of the meeting specially resolving this by-law.

1.2 In this by-law a word which denotes:

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



PART 2

GRANT OF RIGHT

- 2.1 The Owner of Lot 5 has the exclusive use of Exclusive Use Area 1 to keep their respective works.
- 2.2 The Owner of Lot 8 has the exclusive use of Exclusive Use Area 2 to keep their respective works.
- 2.3 The Owner of Lot 20 has the exclusive use of Exclusive Use Area 3 to keep their respective works.
- 2.4 The Owner of Lot 21 has the exclusive use of Exclusive Use Area 4 to keep their respective works.
- 2.5 The Owner of Lot 25 has the exclusive use of Exclusive Use Area 5 to keep their respective works.
- 2.6 The Owner of Lot 28 has the exclusive use of Exclusive Use Area 6 to keep their respective works.

PART 3

CONDITIONS

PART 3.1

ENDURING RIGHTS AND OBLIGATIONS FOR LOT 5

- 3.1 The Owner of Lot 5:
 - (a) is responsible for the proper maintenance of and keeping in a state of good and serviceable repair Exclusive Use Area 1 and the Works to Lot 5;
 - (b) remains liable for any damage to lot or common property arising out of the Works to Lot 5;
 - (c) must make good any damage to lot or common property arising out of the Works to Lot 5; and
 - (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to Lot 5 to the extent permitted by law.

PART 3.2

ENDURING RIGHTS AND OBLIGATIONS FOR LOT 8

- 3.2 The Owner of Lot 8:
 - (a) is responsible for the proper maintenance of and keeping in



- a state of good and serviceable repair Exclusive Use Area 2 and the Works to Lot 8;
- (b) remains liable for any damage to lot or common property arising out of the Works to Lot 8;
- (c) must make good any damage to lot or common property arising out of the Works to Lot 8; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to Lot 8 to the extent permitted by law.

PART 3.3

ENDURING RIGHTS AND OBLIGATIONS FOR LOT 20

3.3 The Owner of Lot 20:

- (a) is responsible for the proper maintenance of and keeping in a state of good and serviceable repair Exclusive Use Area 3 and the Works to Lot 20;
- (b) remains liable for any damage to lot or common property arising out of the Works to Lot 20;
- (c) must make good any damage to lot or common property arising out of the Works to Lot 20; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to Lot 20 to the extent permitted by law.

PART 3.4

ENDURING RIGHTS AND OBLIGATIONS FOR LOT 21

3.4 The Owner of Lot 21:

- (a) is responsible for the proper maintenance of and keeping in a state of good and serviceable repair Exclusive Use Area 4 and the Works to Lot 21;
- (b) remains liable for any damage to lot or common property arising out of the Works to Lot 21;
- (c) must make good any damage to lot or common property arising out of the Works to Lot 21; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to Lot 21 to the extent



permitted by law.

PART 3.5

ENDURING RIGHTS AND OBLIGATIONS FOR LOT 25

3.5 The Owner of Lot 25:

- (a) is responsible for the proper maintenance of and keeping in a state of good and serviceable repair Exclusive Use Area 5 and the Works to Lot 25;
- (b) remains liable for any damage to lot or common property arising out of the Works to Lot 25;
- (c) must make good any damage to lot or common property arising out of the Works to Lot 25; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to Lot 25 to the extent permitted by law.

PART 3.6

ENDURING RIGHTS AND OBLIGATIONS FOR LOT 28

- (a) is responsible for the proper maintenance of and keeping in a state of good and serviceable repair Exclusive Use Area 6 and the Works to Lot 28;
- (b) remains liable for any damage to lot or common property arising out of the Works to Lot 28;
- (c) must make good any damage to lot or common property arising out of the Works to Lot 28; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works to Lot 28 to the extent permitted by law.

32 SPECIAL BY-LAW 32 – RECOVERY OF LEVY ARREARS COSTS

Explanatory Note:

This by-law is being proposed to ensure Reminder Fees charged by the Owners Corporation for late or nonpayment of levies by owners are recoverable as a levy debt from the subject owners.

- a. A lot owner shall be liable for any costs and expenses reasonably incurred by the Owners Corporation in association with the



- recovery of any strata contributions (or interest thereon or both) which are due by the lot owner and are overdue by more than one month.
- b. For the purposes of this by-law, "costs and expenses" includes but is not limited to any reasonable charges by a strata managing agent for work associated with recovery of strata contributions and all reasonably incurred legal costs, whether or not incurred in relation to court action.
 - c. If a lot owner does not reimburse the Owners Corporation for such costs and expenses within one (1) month of them being claimed, then the lot owner shall be similarly liable for any costs and expenses reasonably incurred in recovering those further costs and expenses as if they were themselves strata contributions, and so on.
 - d. This by-law shall apply in extension of any entitlement to recovery of expenses claimable under Section 86 of the *Strata Schemes Management Act, 2015*.

33 By-Law 33 – Empowering by-law and security of car park - repeal

(Registered on or about 20 December 1996)

The Body Corporate will have the following additional powers, authorities, duties and functions:

- (a) the power and authority to accept and enter into a licence agreement for the exclusive use and occupation of lots 412 to 430 (inclusive) having the following essential provisions:

Term: Twelve (12) months and/or continuing thereafter at will

Use: Parking of motor vehicles

Licence Fee: \$1.00

- (b) the power and authority to issue to the proprietors and occupiers of lots keys, magnetic cards or other devices or



information ("Security Devices") required to enter and leave the car parking are operated by Manly Council in and about lots 185 to 411 (inclusive) on the following conditions:

- (i) the proprietor and occupier to whom a Security Device has been issued complying with the conditions imposed by Manly Council and the Body Corporate (which shall not in any event derogate from any of the rights of Manly Council) from time to time on the use of the car parking area operated by Manly Council;
- (ii) the proprietor and occupier to whom a Security Device has been issued paying to Manly Council its fees for parking during the ordinary hours of operation of the car parking area operated by Manly Council;
- (iii) the payment of a fee or bond for the Security Device;
- (iv) the proprietor and occupier to whom a Security Device has been issued not duplicating or permitting the Security Device to be duplicated;
- (v) the proprietor and occupier to whom a Security Device has been issued promptly notifying the Body Corporate if a Security Device is lost or destroyed; and
- (vi) the proprietor and occupier to whom a Security Device has been issued immediately returning the Security Device to the Body Corporate in the manner specified when directed to do so by the Body Corporate.

34 Special By-Law 34 – Special privilege for lots 185-411 to undertake works

(Registered on or about 20 December 1996)

PART 1

DEFINITIONS AND INTERPRETATION

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

- (a) **Proprietor** means each of the registered proprietor/s of lots 185 to 411 inclusive.
- (b) **Term** means the period commencing on the making of this by-law and ending on the happening of a Terminating Event.
- (c) **Terminating Event** means any one of the following:



- (i) the delivery of written notice to the Body Corporate by the Proprietor specifying that it terminates the rights granted under this by-law; or
 - (ii) the expiry of the licence between the Body Corporate and Manly Council for the exclusive occupation of lots 412 to 430 (inclusive); or
 - (iii) an unremedied default or failure to comply with a condition of this by-law continuing for more than 60 days after written notice given by the body corporate to the Proprietor specifying the default or failure.
 - (d) **Works** means the demolitions, additions, alterations, construction and structures on the common property being:
 - (i) a card operated boom entry gate;
 - (ii) a card operated boom exit gate;
 - (iii) parking attendant and payments station; and
 - (iv) a card operated boom entry/exit gate to parking levels 4A and 4B.
- 1.2 Where any terms used in this by-law are defined in the *Strata Titles Act, 1973*, they will have the same meaning as those words are attributed under that Act.

PART 2

RIGHTS

Subject to the conditions in Part 3 of this by-law, the Proprietor will for the duration of the Term have a special privilege to install and maintain the Works on the common property.

PART 3

CONDITIONS

Maintenance

- (i) The Body Corporate must continue to properly maintain and keep those parts of the common property in which the Works are undertaken and/or located in a state of good and serviceable repair.
- (ii) The Proprietor must properly maintain and keep the Works



in a state of good and serviceable repair.

Documentation

- (iii) Before commencing the Works the Proprietor must submit to the Body Corporate the following documents relating to the Works:
 - (a) plans and drawings;
 - (b) specifications; and
 - (c) any other document reasonably required by the Body Corporate.

Approvals

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

Insurance

- (v) Before commencing the Works the Proprietor must effect the following insurances in the joint names of the Proprietor and the Body Corporate:
 - (a) contractors all works insurance;
 - (b) workers compensation insurance; and
 - (c) public liability insurance in the amount of \$10,000,000.00.

Performance of Works

- (vi) In performing the Works, the Proprietor must:
 - (a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Body Corporate;
 - (b) protect all areas of the building outside lots 185 to 411



- (inclusive) from damage by the Works or the transportation of construction materials, equipment, debris;
- (c) keep all areas of the building outside lots 185 to 411 (inclusive) clean and tidy throughout the performance of the Works;
- (d) only perform the Works at the times approved by the Body Corporate;
- (e) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from the Works immediately from the building; and
- (g) comply with the requirements of the Body Corporate to comply with any by-laws and any relevant statutory authority concerning the performance of the Works.

Cost of Works

- (vii) The Works must be undertaken at the cost of the Proprietor.

Liability

- (viii) The Proprietor will be liable for any damage caused to any part of the building (excluding lots 185 to 411 (inclusive)) as a result of the Works and will make good that damage immediately after it has occurred.

Cleaning and Line Marking

- (ix) The Proprietor will be responsible to:
 - (a) keep the common property adjoining lots 185 to 411 (inclusive) clean and tidy; and
 - (b) paint line markings for parking spaces on the common property adjoining lots 185 to 411 (inclusive).

Contribution to Body Corporate Expenses

- (x) In addition to any other amounts payable by the Proprietor to the Body Corporate, the Proprietor will pay the following



amounts to the Body Corporate as and when it is requested to do so in writing by the Body Corporate:

- (a) one half of the additional costs incurred by the Body Corporate for the operation of the elevator between 8.00 pm and midnight on Thursdays, Fridays and Saturdays provided that the amount of the Proprietor's liability will not exceed \$1,000 for any one calendar year;
- (b) one half of the costs incurred by the Body Corporate for the cleaning of the arcade comprised in the strata scheme provided that the amount of the Proprietor's liability will not exceed \$1,000 for any one calendar year; and
- (c) one half of the cost incurred by the Body Corporate for the installation of a new roller shutter on the ground floor.

Obligations on Expiry of Term

- (xi) At the expiry of the term, the Proprietor must immediately:
 - (a) remove the Works from the common property; and
 - (b) restore the common property to the state and condition it was in before the Works were undertaken; and
 - (c) procure the repeal of this by-law by the Body Corporate.

Costs of By-Law, Approvals & Certification

- (xii) The Proprietor will indemnify the Body Corporate for all of the following costs incurred by the Body Corporate and will pay those amounts to the Body Corporate when requested:
 - (a) the costs of considering and making this by-law;
 - (b) the costs of considering, approving and certifying the Works; and
 - (c) the costs of repealing this by-law after the expiry of the Term.

Indemnity



- (xiii) The Proprietor must indemnify the Body Corporate against any loss or damage the Body Corporate suffers as a result of the performance of the Works including liability under section 64(3) in respect of any part of the Works.

Right to Remedy Default

- (xiv) If the Proprietor fails to comply with any obligation under this by-law, THEN the Body Corporate 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 Proprietor.

35 SPECIAL BY-LAW 35 – AIR CONDITIONERS

This by-law imposes controls on the installation of air-conditioning units for existing and/or proposed units. The installation of air-conditioning will vary depending on the individual lot and the by-law empowers the Strata Committee to determine guidelines for the various types of installations that will be required. The by-law covers installations in residential, commercial and retail lots.

PART 1

DEFINITIONS AND INTERPRETATION

- 1.1 In this by-law:
 - (a) **Commencement Date** means 1 September 2011.
 - (b) **Air Conditioner** means an air-conditioning unit and all ancillary pipes, wires, cables and ducts associated with the air conditioner.
 - (c) **Owners Corporation** means The Owners—Strata Plan No. 7114 and including Strata Plan of Subdivision 13245.
 - (d) **Owner** means the owner of a lot from time to time in the Owners Corporation.
- 1.2 Where any term used in this by-law is defined in *the Strata Schemes Management Act 2015*, it has the same meaning as in that Act.
- 1.3 Include and including and similar expressions are not words of limitation.



- 1.4 The singular includes the plural and vice versa.

PART 2

APPLICATION OF BY-LAW

- 2.1 This by-law applies to all Air Conditioners, whether installed before or after the Commencement Date.

PART 3

PROHIBITION

- 3.1 After the Commencement Date, an Owner must not install an Air Conditioner in the Owner's lot unless the Owner complies with the conditions specified in the *Strata Schemes Management Act, 2015* (NSW) (the "**Act**") and the *Strata Schemes Management Regulation, 2016* (NSW) (the "**Regulations**") and in the event of any conflict between this by-law and the Act and/or Regulations, the provisions of the Act and the Regulations shall prevail.
- 3.2 An Owner must not retain an Air Conditioner in the Owner's lot that was installed before the Commencement Date unless the Owner complies with the conditions specified in Part 6.

PART 4

RIGHTS

Owners may install Air Conditioners strictly in compliance with Parts 5 and 6.

PART 5

CONDITIONS FOR NEW AIR CONDITIONERS

After the Commencement Date, an Owner may install an Air Conditioner in that Owner's lot on condition that the Owner:

- 5.1 obtains the written permission of the Strata Committee before any work is carried out in connection with the installation of an Air Conditioner, it being noted that the strata committee has been delegated the authority to approve minor renovations as defined in the Act;

Works



5.2 when carrying out work in connection with the installation of an Air Conditioner:

- 5.2.1 protects all areas of the common property from damage;
- 5.2.2 does not disturb the peaceful enjoyment of the Owner or occupier of another lot;
- 5.2.3 complies with the reasonable requirements of the Strata Committee as to the location and method of installation of an air conditioner, for example, the strata committee, building management or strata managing agent may make and the owner will comply with any directions regarding the mullion through which the Owner may access the common property to install the Air Conditioner;
- 5.2.4 promptly removes all debris resulting from work;

Maintenance

- 5.3 properly maintains and keeps the Air Conditioner in a state of good and serviceable repair and replaces it as required from time to time;
- 5.4 properly maintains, repairs and or replaces any common property associated with the installation;

Cost

- 5.5 pays all costs of the installation, the replacement of, the maintenance of and the repair of the Air Conditioner and any common property associated thereto;
- 5.6 Pays all running costs of the Air Conditioner; and
- 5.7 effects and continues to keep insurance cover for the Air Conditioner.

PART 6

CONDITIONS FOR EXISTING AIR CONDITIONERS

An Owner may retain an Air Conditioner in that Owner's lot that was installed before the Commencement Date on condition that the Owner:



6.1

6.1.1 has fully complied with the requirements of this special by-law;

or

6.1.2 had installed the Air Conditioner before the Commencement Date and had previously obtained the permission of the Owners Corporation to install the Air Conditioner and has complied with all conditions specified in that approval;

or

6.1.3 notifies the Strata Committee in writing that an Air Conditioner has been installed in the Owner's lot and has received written confirmation from the Strata Committee that the installation of the Air Conditioner complies with the requirements of this special by-law.

Maintenance

6.2 properly maintains and keeps the Air Conditioner in a state of good and serviceable repair and replaces it as required from time to time and the Owner shall ensure that the noise emissions of the external unit of the Air Conditioner do not cause nuisance, noise or other disturbance to any other owner or occupier or any neighbouring property; and

6.3 properly maintains, repairs and or replaces any common property associated with the installation.

Cost

6.4 pays all costs of the installation, the replacement of, the maintenance of and the repair of the Air Conditioner and any common property associated thereto; and

6.5 pays all running costs of the Air Conditioner; and

6.6 effects and continues to keep insurance cover for the Air Conditioner.



PART 7 REMEDY

7.1 If an Owner fails to comply with any obligation of this by-law, then the Owners Corporation may:

- 7.1.1 enter any part of the building or buildings to carry out the necessary work to perform that Owner's obligation; and
- 7.1.2 recover the costs of carrying out that work from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 86(1) of the *Strata Schemes Management Act 2015* and which, if unpaid within one (1) month of being due, will bear interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

PART 8 ENERGY SUPPLY

Notwithstanding anything set out in this by-law, the Owners Corporation shall have no responsibility whatsoever to increase the energy output and/or upgrade the electricity supply at the building to facilitate or accommodate an owner's installation of an Air Conditioner or otherwise

36 – Hard floors residential lots

Explanatory Note:

The purpose of this by-law is to control the installation of non-carpeted flooring within a residential lot. This by-law is in addition to By-Law 14 which deals with the transference of noise from floors within a lot other than wet areas.

The by-law imposes liability to comply with a specified standard upon owners and occupiers to ensure appropriate underlays are used when installing non-carpeted flooring to minimise the transference of noise and to meet a specific standard in relation thereto.



PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Acoustic Engineer** means an appropriately qualified acoustic engineer nominated by the Strata Committee and paid for by the Owner or Occupier.
- (b) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) **Commencement Date** means 1 September 2011.
- (d) **Lot** means a residential lot in strata plan 7114.
- (e) **Non-Carpet Floor Covering** means a floor covering on the floor boundary of a residential lot (other than a kitchen, lavatory or bathroom) and other than wall to wall carpet, including, but not limited to, timber, parquetry, tiles, cork, bare concrete, linoleum and marble on residential levels of strata plan 7114.
- (f) **Owners Corporation** means The Owners – Strata Plan No. 7114 and including Strata Plan of Subdivision 13245.
- (g) **Owner** means the owner or occupier of a residential lot from time to time.
- (h) **Reasonable Notice** means 48 hours or as otherwise determined by the Strata Committee.
- (i) **Strata Committee** means the Strata committee of the Owners Corporation or its nominee being the Building Manager or the Strata Manager.
- (j) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 2015* to manage the business and maintain the records of the Owners Corporation.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those



- defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2

APPLICATION OF BY-LAW

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

PART 3

PROHIBITION

- 3.1 After the Commencement Date, an Owner must not install or lay a Non-Carpet Floor Covering in the Owner's lot unless the Owner complies with the conditions specified in Part 5.
- 3.2 An Owner must not retain a Non-Carpet Floor Covering in the Owner's lot that was installed or laid before the Commencement Date unless the Owner complies with the conditions specified in Part 6.

PART 4

RIGHTS

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

PART 5

CONDITIONS FOR NEW NON-CARPET FLOOR COVERINGS

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

- 5.1 obtains the written permission of the Strata Committee before any work is carried out in connection with the Non-Carpet Floor Covering;
- 5.2 pays a bond of an amount to be determined by the Strata Committee from time to time and agrees that all interest accruing on the bond is to the benefit of the Owner's Corporation;



Works

5.3 When carrying out work in connection with the Non-Carpet Flooring Covering:

- (a) protects all areas of the common property from damage;
- (b) does not disturb the peaceful enjoyment of the owner or occupier of another Lot;
- (c) promptly removes all debris resulting from the installation of Non-Carpet Floor Covering;

Noise

- 5.4 ensures that the weighted standardised impact sound pressure level ($L'_{nT,w}$) of the floor after the Non- Carpet Flooring Covering has been installed is 40dB or less when carried out and calculated according to the requirements of AS/NZS ISO 140.7:2006 Acoustics –Measurement of sound insulation in buildings and of building elements. Field measurements of impact sound insulation of floors and AS ISO 717.2–2004 Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;
- 5.5 If requested by the Strata Committee, provide to the Strata Committee at the Owner's expense within 14 days after the Non-Carpet Flooring Covering has been installed and access has been granted for the purposes of testing by the Owner of the Lot or the Owners Lots nearby both horizontally and vertically, a certified test report by an Acoustic Engineer showing that the measured $L'_{nT,w}$ when carried out and calculated according to the requirements of AS/NZS ISO 140.7:2006 (which requires noise transmission readings to be taken in the lot below) and AS ISO 717.2–2004 is 40 dB (typical carpet covered floor) or less;

Maintenance

- 5.6 properly maintains and keeps the Non-Carpet Floor Covering in a state of good and serviceable repair and replaces it as required from time to time;

Cost

- 5.7 pays all costs of the installation, removal, rectification, maintenance and repair of the Non-Carpet Floor Covering; and



- 5.8 effects and continues to keep insurance cover for the Non-Carpet Floor Covering and provides to the Strata Committee evidence of such insurance if requested by the Strata Committee from time to time.

PART 6

CONDITIONS FOR EXISTING NON-CARPET FLOOR COVERINGS

An Owner may retain a Non-Carpet Floor Covering in that Owner's lot that was installed before the Commencement Date on condition that the Owner:

- 6.1 has fully complied with the requirements of this special by-law; or
- 6.2 had installed the Non-Carpet Floor Covering before the Commencement Date and had previously obtained the permission of the Owners Corporation to install the Non-Carpet Floor Covering and had complied with all conditions specified in that approval; or
- 6.3 notifies the Strata Committee in writing that a Non-Carpet Floor Covering has been installed in the Owner's lot;
- 6.4 if a written complaint is received by the Strata Committee regarding noise generated from the Non-Carpet Floor Covering, the Owner must within 28 days after receiving written notice from the Strata Committee requiring the Owner to do so, provide at the Owner's expense a certified test report by an Acoustic Engineer showing that the measured $L_{nT,w}$ when carried out and calculated according to the requirements of AS/NZS ISO 140.7:2006 and AS ISO 717.2-2004 is 40 dB or less;

Maintenance

- 6.5 properly maintains and keeps the Non-Carpet Floor Covering in a state of good and serviceable repair and replaces it as required from time to time;

Cost

- 6.6 pays all costs of the installation, removal, rectification, maintenance and repair of the Non-Carpet Floor Covering;
- 6.7 effects and continues to keep insurance cover for the Non-Carpet Floor Covering and provide to the Strata Committee



evidence of such insurance if requested by the Strata Committee from time to time.

PART 7

NOTIFICATION AND APPROVAL PROCEDURE

- 7.1 After receiving a request under Part 5.1 or a notification under Part 6.3 in relation to a Lot, the Strata Committee must notify the owners of all nearby Lots (both horizontally and vertically) that it has received such a request or notification.
- 7.2 The Strata Committee must not grant an Owner permission to install or lay a Non-Carpet Floor Covering until at least 60 days after notifying the owners of adjoining lots in accordance with Part 7.1.

PART 8

REFUND OF BOND

- 8.1 After an Owner has provided a report in accordance with Part 5.5 and the Owner has notified the Strata Committee that the work has been completed, the Strata Committee must refund the bond, less any costs the Owners Corporation has incurred as a result of non-compliance by the Owner with the conditions of this by-law.
- 8.2 If an Owner does not provide an Acoustic Engineer's report in accordance with Part 5.5 the Strata Committee may arrange for independent testing of the floor and any rectification required to be paid for out of the bond. The Strata Committee must refund the bond, less any costs it has incurred as a result of non-compliance by the Owner with the conditions of this by-law.

PART 9

REMEDY

If an Owner fails to comply with any obligation of this by-law, then in addition to its rights under Part 8 of this by-law, the Owners Corporation may:

- 9.1 on Reasonable Notice enter the subject Lot to carry out the necessary work to perform that Owner's obligation; and



9.2 recover the costs of carrying out that work from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 86(1) of the *Strata Schemes Management Act 2015* and which, if unpaid within one (1) month of being due, will bear interest at the rate of 10 percent per annum until paid or if the regulations provide for another rate, that other rate and the interest will form part of that debt.

37 SPECIAL BY-LAW 37 – FIRE ALARMS

Explanatory Note:

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

From 1 December 2016 the false alarm fine charged by NSW Fire and Rescue is \$1,600 plus GST per alarm.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (b) **Common Property** means the common property in strata plan 7114.
- (c) **Fire Alarm** means a back to base fire alarm system installed on the Common Property and in each Lot.
- (d) **Fire Alarm Costs** means:
 - (i) the charge imposed from time to time by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2008* in responding to activation of any Fire Alarm; and
 - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(e)(i).
- (e) **Fire and Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority, company or individual which replaces or performs that same function.
- (f) **Lot** means a lot in strata plans 7114 and 13245.



- (g) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (h) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 7114 and 13245.
- (i) **Strata Committee** means the Strata committee of the Owners Corporation or its nominee the Building Manager or Strata Manager.
- (j) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 2015* to manage the business and maintain the records of the Owners Corporation.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2

CONDITIONS AND OBLIGATIONS

- 2.1 An Owner or Occupier must not, by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by the Owner or Occupier.
- 2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs as a consequence of activating any Fire Alarm.
- 2.3 Liability for Fire Alarm Costs will be determined at the absolute discretion of the Strata Committee based on fair and equitable



principals.

2.4 The Owners Corporation may:

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

38 SPECIAL BY-LAW 38 – ACCESS AND DAMAGE TO OWNERS CORPORATION PROPERTY AND ACCESS TO LOTS IN THE SCHEME

Explanatory Note:

Occasionally the Owners Corporation needs to access its property located in a lot or that is only accessible via a lot. For example, hot water heaters, new windows and doors, the intercom to the front door and the like. This by-law is intended to facilitate access to the Strata Committee for the proper maintenance of the common property and to otherwise discharge the duties and responsibilities of the Owners Corporation to properly repair and maintain the common property as required by the Strata Schemes Management Act. Owners are also expected to fix, repair and maintain their property where the failure to fix, repair and maintain may cause damage to the Owners Corporation property and/or another Owners property and/or cause the Owners Corporation additional cost. For example: an Owner failing to repair a leaking tap or cistern.

The purpose of this by-law is to enable access for the Owners Corporation and its agent to lot property for the purpose of complying with the Owners Corporation's statutory obligations without causing unnecessary delay and expense to all lot owners. In an emergency the Owners Corporation or duly appointed nominee may need immediate access to a lot, otherwise access for inspection of common property and other purposes will be on reasonable notice.

PART 1 DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Common Property** means the common property in strata plans 7114 and 13245.
- (b) **Lot** means a lot in strata plans 7114 and 13245.
- (c) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (d) **Owners Corporation** means the Owners Corporation created by the registration of strata plan registration no.s 7114 and 13245.



- (e) **Owners Corporation Property** means property owned by the Owners Corporation but located in and accessible from inside a Lot including but not limited to:
 - (i) intercom handset and cabling, the fire rated entry door to a lot, the fire rating certification tag(s) and label(s) on the entry door to and/or door jamb of a lot, entry door mechanical closer fitted to the front entry door to a lot, all other hardware fitted to the front entry door to a lot including hinges, locks and handles, eastern balcony windows and doors, western bedroom windows, child-locks fitted to any window, all other windows and doors opening to the exterior of a lot, all window and door locking mechanisms and rollers, TV wall socket, water heater over flow tray, drain and pressure valve, balcony floor drain servicing each easterly balcony, thermal fire detectors, sprinkler nozzles, removable bulk heads over plumbing fittings in bathroom ceilings of a lot (these allow access to the plumbing services of the lot above); and
 - (ii) the meters and circuit breakers located in the electrical services cupboards on the Common Property in the lift foyers and ground floor electrical services room.
- (g) **Rectification Costs** means any reasonable costs incurred and or levied in rectifying or repairing Owners Corporation Property that has been damaged or interfered with, excluding the Owners Corporation's obligation for general repair and maintenance of Common Property required on account of fair wear and tear.
- (h) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
- (i) **Strata Committee** means the Strata Committee of the Owners Corporation, or if nominated by the Strata Committee, the building manager or the Strata Manager for the Scheme.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and



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

PART 2

CONDITIONS AND OBLIGATIONS

- 2.1 An Owner or Occupier will ensure no fixture or fitting is installed or item of furniture is placed on a Lot that would restrict or hinder the Strata Committee's access to the Owners Corporation Property and if access to the Owners Corporation Property is restricted in any way, the Owner will immediately rectify that restriction at the expense of the Owner.
- 2.2 An Owner or Occupier must not install any hardware on the front door of the Lot that has not been approved by the Strata Committee.
- 2.3 In addition to the Owners Corporation's rights under the *Strata Schemes Management Act 2015*, the Strata Committee may authorise entry and may carry out inspections and attend to maintenance of the Owners Corporation Property or Common Property in a Lot or that is only accessible via a Lot at a mutually agreed time with the Owner or Occupier during business hours for the purpose of inspection, testing, treatment, use, repair, maintenance and replacement of Owners Corporation Property or Common Property.
- 2.4 The Strata Committee will provide reasonable notice when requiring access to a Lot and will contact the Owner or Occupier by email and/or SMS, if a mobile number and email address has been provided, and will also leave a hard copy notice under the front door and/or in the letterbox of the Lot.
- 2.5 Should the Owner or Occupier not respond to the notice under clause 2.4, in an emergency the Strata Committee may authorise the use of the master key pursuant to Special By-law 27 for the purpose of access to a Lot.
- 2.6 An Owner or Occupier must not, by willful or negligent act or omission, do or permit anything to be done to cause any damage to or interference with the Owners Corporation Property and the Common Property.



- 2.7 The Owners Corporation is entitled to recover from an Owner or Occupier the reasonable Rectification Costs incurred as a consequence of rectifying or repairing damaged Owners Corporation Property or Common Property that has been damaged or interfered with by an Owner or Occupier.
- 2.8 During any inspection of a Lot by the Strata Committee, the Strata Committee may nominate the Owner or Occupier property of that Owner or Occupier is to be fixed, repaired and maintained. The Strata Committee may discuss with or contact the Owner or Occupier and offer to engage a tradesperson on their behalf at the Owner or Occupier's expense. This includes repairs for items including but not limited to the flexible hose to taps and/or cistern, leaking tap(s), blocked and/or slow draining drain(s) and any other matters in relation to which the failure to fix, repair and maintain may result in damage to the Common Property, another Owners or Occupier's property and/or may cause the Owners Corporation additional cost.
- 2.9 In the event of an emergency where the Owner or Occupier cannot be contacted and the failure to urgently fix, repair and maintain property of an Owner or Occupier may result in damage to Lot property, the Common Property or another Owner or Occupier's property, the Strata Committee may engage a tradesperson on their behalf at that Owner or Occupier's expense.
- 2.10 The Owners Corporation may:
- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 86 of the *Strata Schemes Management Act 2015* and which, if unpaid within one (1) month of being due, will bear interest at the rate the regulations provide for and the interest will form part of that debt; and
 - (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

39 SPECIAL BY-LAW 39 – EXCLUSIVE USE BY-LAW FOR LOTS 122 AND 123

Explanatory Note:

In June 1987 permission was granted by the Owners Corporation to open the common property, single skin, non-structural, non-load bearing wall between Lots 122 and 123.

In 1987, Manly Council also provided development consent to the removal of the wall,



conditional upon installation of fire doors between Lots 122 and 123. Fire doors were installed to Manly Council's satisfaction in 1988.

Waddington Consulting Pty Ltd provided a consultant engineers report to the Owners Corporation on 29 January 2013 confirming the adequacy of the wall removal and fire doors between Lots 122 and 123.

If Lots 122 and 123 are transferred at the same time, to the same legal entity, the Owners Corporation will waive a requirement to reinstate the wall, otherwise the wall must be reinstated before either lot is sold or transferred [at clause 3.2(h) below].

If Lots 122 and 123 remain in the same beneficial ownership, the Owners Corporation will not seek reinstatement of the wall, however if the circumstances of beneficial ownership change, the wall between Lots 122 and 123 must be immediately reinstated.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.
- (b) **Lots** means lots 122 and 123 in strata plan 7114.
- (c) **Owner** means the owners from time to time jointly and severally of lots 122 and lot 123.
- (d) **Owners Corporation** means the Owners Corporation created by the registration of strata plan registration no. 7114.
- (e) **Works** means the following already installed works:
 - (i) opening of 1200mm doorway in the wall separating lots 122 and 123 located in the living room wall of the Lots at the base of the stairway to the upper level bedroom;
 - (ii) coating of any exposed reinforcement within the cut wall with an approved industry sealant for corrosion/concrete cancer protection; and
 - (iii) installation of steel load bearing door jamb and architrave and fire rated door fixed to the jamb.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as



those defined in the *Strata Schemes Management Act 2015*; and

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

PART 2

GRANT OF RIGHT

- 2.1 The Owner is authorised to keep the Works and is hereby granted the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

GENERAL CONDITIONS

- 3.1.1 The Owner must provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.
- 3.1.2 So long as both Lots remain in the same beneficial ownership or the survivor(s) of them, the Owners Corporation will not seek reinstatement of the wall, however if the circumstances of beneficial ownership change, the wall between Lots 122 and 123 must be immediately reinstated.

PART 3.2

ENDURING RIGHTS AND OBLIGATIONS

- 3.2 The Owner:
 - (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
 - (b) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
 - (c) remains liable for any damage to a lot or the common property arising out of the Works;
 - (d) must make good any damage to a lot or the common property arising out of the Works;



- (e) must at all times comply with the requirements of any governmental or regulatory authority or the Owners Corporation in relation to the Works;
- (f) must immediately advise the Owners Corporation in writing if any deterioration is visible in the Works including but not limited to cracks, corrosion and rust marks;
- (g) must prior to any sale of the Lots, remove the Works and reinstate the Lots to its condition prior to the Works taking place however this obligation is deemed waived by the Owners Corporation in circumstances where the transferee of both the Lots is the same legal entity;
- (h) remains jointly and severally liable to the Owners Corporation for reinstatement of the Lots and removal of the Works; and
- (i) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

40 SPECIAL BY-LAW 40 – PROHIBITION ON SMOKING

Explanatory Note:

Owners and occupiers of lots in the Manly National Building, SP 7114, do not agree to be inundated while in their lot (including its balcony) with smoke from a nearby apartment.

Further, the Owners Corporation seeks to ban all smoking on the common property of SP 7114, including the roof top recreational areas, laundries, hallways, elevators and stairwells.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Balcony** means balcony as defined in strata plan registration no. 7114 and 13245.
- (b) **Common Property** means the common property in strata plan 7114.
- (c) **Lot** means a lot in strata plan 7114.
- (d) **Smoking** means to smoke, hold or otherwise have control over, an ignited Smoking Product.
- (e) **Smoking Product** means any tobacco or other product that



is intended to be smoked.

1.2 In this by-law, a word which denotes:

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

PART 2 OBLIGATIONS

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

- (a) be Smoking;
- (b) allow another person, including without limitation their invitee or employee, to be Smoking; and/or
- (c) encourage another person, including without limitation their invitee or employee, to be Smoking, including without limitation, by providing ashtrays, matches, lighters or any other thing that could facilitate Smoking.

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

41 SPECIAL BY-LAW 41 – USE OF ROOF TERRACE

Explanatory Note:

The common property roof top recreational area is popular with lot owners and occupiers in the Manly National Building, SP 7114. In the past lot owners and occupiers have invited onto this part of the common property large numbers of guests such that nearby lot owners and occupiers were disturbed by the noise and/or other lot owners and occupiers were excluded from using the roof top recreational area at the same time.

Further, Manly National Building is a secure building that does not therefore readily facilitate the ingress and egress from the Manly National Building of large groups of visitors. Lot owners and occupiers are therefore limited to seven (7) guests or visitors each at any one time.



PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Lot** means a lot in strata plan 7114.
- (c) **Owner or Occupier** means the owner or the occupier of a Lot from time to time.
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plans registration no. 7114 and 13245.
- (e) **Roof Terrace** means the common property roof terrace, level 24, strata plan no. 7114 and strata plan no. 13245 including the pool, laundries, BBQ and roof top recreational areas.
- (f) **Strata Committee** means the Strata committee of the Owners Corporation or if nominated by the Strata committee the building manager or the strata manager.

1.2 In this by-law a word which denotes:

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

PART 2

RIGHTS AND OBLIGATIONS REGARDING USE OF THE ROOF TERRACE

2.1 The Owner or Occupier must:

- (a) only use the Roof Terrace during the hours of 5am and 10pm each day or at such other times on occasion as reasonably determined by the Strata Committee.
- (b) remove any rubbish, debris, waste or the like following use



of the Roof Terrace to ensure that the Roof Terrace is left in a clean and orderly state;

- (c) not have more than seven (7) people in addition to the Owner or Occupier on the Roof Terrace at any one time;
- (d) not create any noise on the Roof Terrace likely to interfere with the peaceful enjoyment of each Owner or Occupier of another lot or of any person lawfully using common property;
- (e) take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person while using the Roof Terrace;
- (f) immediately report to the Strata Committee any damage or other maintenance issues in relation to the Roof Terrace;
- (g) not restrict any other Owner or Occupier having access to the Roof Terrace; and
- (h) be present on the Roof Terrace with up to seven (7) people referred to in clause 2.1(c) above.

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

42 SPECIAL BY-LAW 42 – GARBAGE REMOVAL CHARGES

Explanatory Note:

The Owners Corporation frequently incurs the cost of removal of garbage produced by lot owners or occupiers of lots in SP 7114 and left on the common property. The Owners Corporation seeks to have the power to recoup these costs and charge an administrative fee wherever possible from lot owners or occupiers responsible for the garbage left on common property.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Common Property** means the common property in strata



plan 7114.

- (c) **Garbage** means all garbage, refuse, waste and rubbish generated by or in relation to a Lot that is used for commercial or retail purposes and is deposited or left on Common Property.
- (d) **Garbage Costs** means:
 - (i) any charges imposed by any Authority in relation to the disposal, removal, storage, maintenance, treatment or retention of any Garbage; and
 - (ii) any additional administrative fee of the Owners Corporation or otherwise associated with the charges referred to in clause 1.1(f)(i).
- (g) **Lot** means a lot in strata plan 7114.
- (h) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.7114
- (j) **Strata Committee** means the Strata committee of the Owners Corporation or if nominated by the Strata committee the building manager or the strata manager.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

PART 2 CONDITIONS



- 2.1 An Owner or Occupier must follow the reasonable directions of the Strata Committee and any Authority in relation to the storage, retention, disposal, maintenance, treatment or removal of all Garbage from the Lot and the Common Property.
- 2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Garbage Costs or a reasonable estimate thereof paid by the Owners Corporation.
- 2.3 The Owners Corporation may:
 - (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
 - (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

43 SPECIAL BY-LAW 43 – EXCLUSIVE USE BY-LAW FOR LOT 102

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Lot** means lot 102 in strata plan 7114.
- (c) **Owner** means the owner of the Lot from time to time.
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 7114.
- (e) **Works** means the following already installed works:
 - (i) Installation of a channel in the kitchen ceiling approximately 15mm wide and deep as shown on the plan annexed and marked "A";
 - (ii) Installation of new electrical wiring and new light fittings; and
 - (iii) Redirecting of plumbing lines and installation of new plumbing connections to accommodate change to kitchen layout.



- (f) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

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

PART 2

GRANT OF RIGHT

2.1 The Owner is authorised to keep the Works.

PART 3

CONDITIONS

PART 3.1

GENERAL CONDITIONS

3.1 The Owner must without reasonable delay provide the Owners Corporation with a copy of:

- (a) any certificate or certification required by an Authority to certify the Works; and
- (b) must pay the Owners Corporation's reasonable costs in making and registering this by-law.

PART 3.2

ENDURING RIGHTS AND OBLIGATIONS

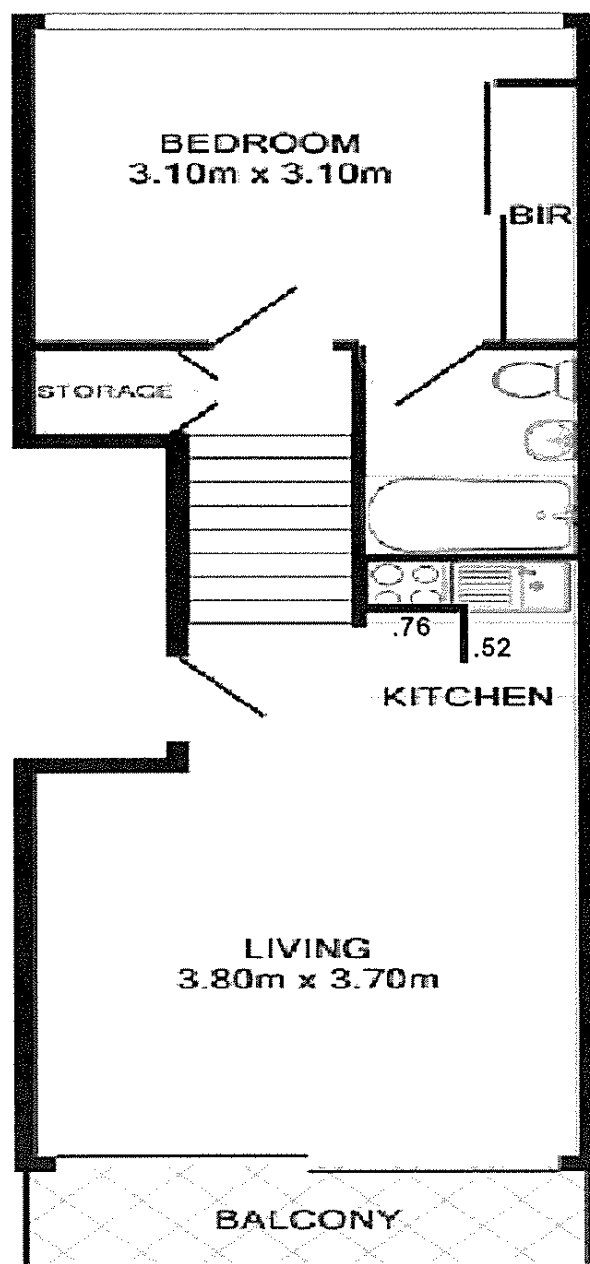
3.2 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (b) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property



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

Plan referred to in Special By-Law 41 (PTO)



A:

Channel

.76 x .52





44 Special By-Law 44 – By-Law to authorise the owners of lots 168 and 169, to add to, alter and erect new structures on the common property and exclusive use

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lots.
- (b) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) **Council** means the local municipal council applicable to the strata scheme, which at the date this by-law was passed was Manly Council.
- (d) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.
- (e) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public liability insurance in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$20,000,000, and noting the interest of the Owners Corporation);
 - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (f) **Lots** means lots 168 and 169 in strata plan of sub division registered number 13245 in strata plan no. 7114, jointly and severally.
- (g) **Owner** means the owner of the Lots from time to time and where there is more than one person who is owner, means all of those persons jointly and severally.
- (h) **Owners Corporation** means the owners corporation



created by the registration of strata plan registration no. 7114.

- (i) **Reinstatement Works** means the reinstatement works required under Part 3.5.
- (j) **Secretary** means the member of the Strata Committee who holds the office of secretary of the Owners Corporation.
- (k) **Strata Committee** means the Strata committee appointed by the Owners Corporation.
- (l) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 2015* to manage the business and maintain the records of the Owners Corporation.
- (m) **Works** means the works as set out in the specifications and plans attached to this by-law at Schedule 1, but subject to the following qualifications:
 - (i) Subject to clause 3.7, no external signage;
 - (ii) No printing on awning; and
 - (iii) No furniture, pot plants or other personal property or chattels are authorised to be placed on common property by this by-law.

1.2 In this by-law a word which denotes:

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

1.3 Where this by-law grants a benefit or authority to more than one person, that benefit or authority is enjoyed by those persons jointly and severally.

1.4 Where this by-law imposes an obligation or burden upon more than one person, that obligation or burden affects them jointly and severally and may be enforced against them jointly and severally.

1.5 Where any notice, notification, document or copy of a document



must be given to the Owners Corporation or the Strata Committee, that obligation must be complied with by giving it to:

- (a) The Building Manager, personally, or care of the Strata Manager;
- (b) The Secretary, personally, or care of the Strata Manager; or
- (c) The Strata Manager.

PART 2

GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

BEFORE COMMENCEMENT

- 3.1 Before commencement of the Works the Owner must:
 - (a) provide the Strata Committee notice including the following details for all employees, contractors or agents that the Owner proposes to use to carry out the Works:
 - (i) Name, and if they are a company, its ACN and name of appropriate contact person;
 - (ii) Address;
 - (iii) Mobile telephone number, or if they do not have a mobile telephone number, their fixed line telephone number;
 - (iv) Copy of the licence; and
 - (v) Copy of their Insurance,and seek the written approval of the Strata Committee to use those persons.
 - (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (c) provide a complete copy of the development application to the Owners Corporation to provide their written consent;



- (d) provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent;
- (e) provide a final copy of the construction certificate plans stamped by Council or the private certifier (as applicable) to the Owners Corporation;
- (f) in any application for consent from Council or a private certifier, include a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law;
- (g) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- (h) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building; and
- (i) notify the Owners Corporation of the anticipated commencement date of the Works and completion date of the Works.

PART 3.2

DURING CONSTRUCTION

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents approved by the Strata Committee (acting reasonably) to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) where the Works involve or require the installation or alteration of the fire sprinkler system, the location and type must be as approved by the Building Manager in writing, and comply with applicable fire control directions and requirements;



- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) perform the Works within a period of two (2) months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the building outside the Lots from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) keep all affected areas of the common property outside the Lots clean and tidy, and remove all debris arising from the Works;
- (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

AFTER CONSTRUCTION

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) comply with any requirement to lodge a building alteration plan in accordance with section 19 of the *Strata Schemes Development Act 2015*; and



- (e) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

PART 3.4

ENDURING RIGHTS AND OBLIGATIONS

3.4 The Owner:

- (a) must ensure that the flooring of the Lots installed as a part of the Work is treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
- (b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (d) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (e) remains liable for any damage to lot or common property arising out of the Works;
- (f) must make good any damage to lot or common property arising out of the Works;
- (g) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law;
- (h) must pay the Owners Corporation's reasonable costs in registering this by-law; and
- (i) until such time as the gas installation has been removed in accordance with clause 3.5(b) of this by-law, the Owner must:
 - (i) hold current a public liability insurance policy for their Lot and the Exclusive Use Area for an amount of not less than \$20,000,000, or such other amount



reasonably required by the Owners Corporation from time to time, and noting the interest of the Owners Corporation;

- (ii) ensure that any tenant, licensee or occupant of the Lots holds a current public liability insurance policy for the Lots and the Exclusive Use Area for an amount of not less than \$20,000,000, or such other amount reasonably required by the Owners Corporation from time to time, and noting the interest of the Owners Corporation; and
- (iii) provide the Owners Corporation with a certificate of currency (or certificates of currency) confirming the Owner and any tenant hold the required public liability policy insurance policy required above.

PART 3.5

REINSTATEMENT OF CERTAIN WORKS

3.5 The Owner remains liable to carry out the following ("**Reinstatement Works**"):

- (a) If at any time the Lots cease to be occupied by the same occupant, or it is proposed that the Lots will cease to be occupied by the same occupant, such that each of the Lots will have a different occupant, then the Owner must as soon as reasonably practicable reinstate the dividing wall between the Lots that was removed as a part of the Works; and
- (b) Once the gas supply is no longer being used by the Lots, the Owner must as soon as reasonably practicable remove the entire gas supply that was installed as part of the Works.

The terms of Part 2 and Parts 3.1 to 3.4, and 3.6 inclusive, of this by-law apply equally to the Reinstatement Works, where such terms are read as if each reference to "Works" is instead "Reinstatement Works".

PART 3.6

DEFAULT



- 3.6 If the Owner fails to perform or observe any obligation under this by-law, the Owners Corporation may perform that obligation, or carry out such works as may be necessary to remedy the default, and in each case:
- (a) recover the costs of the above from the Owner as a debt, together with interest charged at the same rate payable for overdue strata levies; and
 - (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

PART 3.7

SIGNAGE

- 3.7 If the Owner wishes to install any signage that is on common property, or visible from common property, then the following provisions apply:
- (a) Signage may only be installed with (and strictly in accordance with) the formal consent in writing of the Strata Committee, and all signage must be in a form, design and material approved in writing by the Strata Committee. Consent may be withheld in the Strata Committee's absolute discretion.
 - (b) When seeking approval for signage, the Owner must apply by written notice to the Strata Committee seeking approval, and such notice must include the following information:
 - (i) height, width, thickness and material of the signage;
 - (ii) exact scale copy of the information to be placed on the signage, in correct and accurate colours; and
 - (iii) detailed plan showing where and how the signage is proposed to be installed, and during what times the works are to be carried out.
 - (c) The installation of the signage will form part of the Works, and all provisions of clauses 3.1 to 3.6 inclusively apply to the signage.

SCHEDULE 1

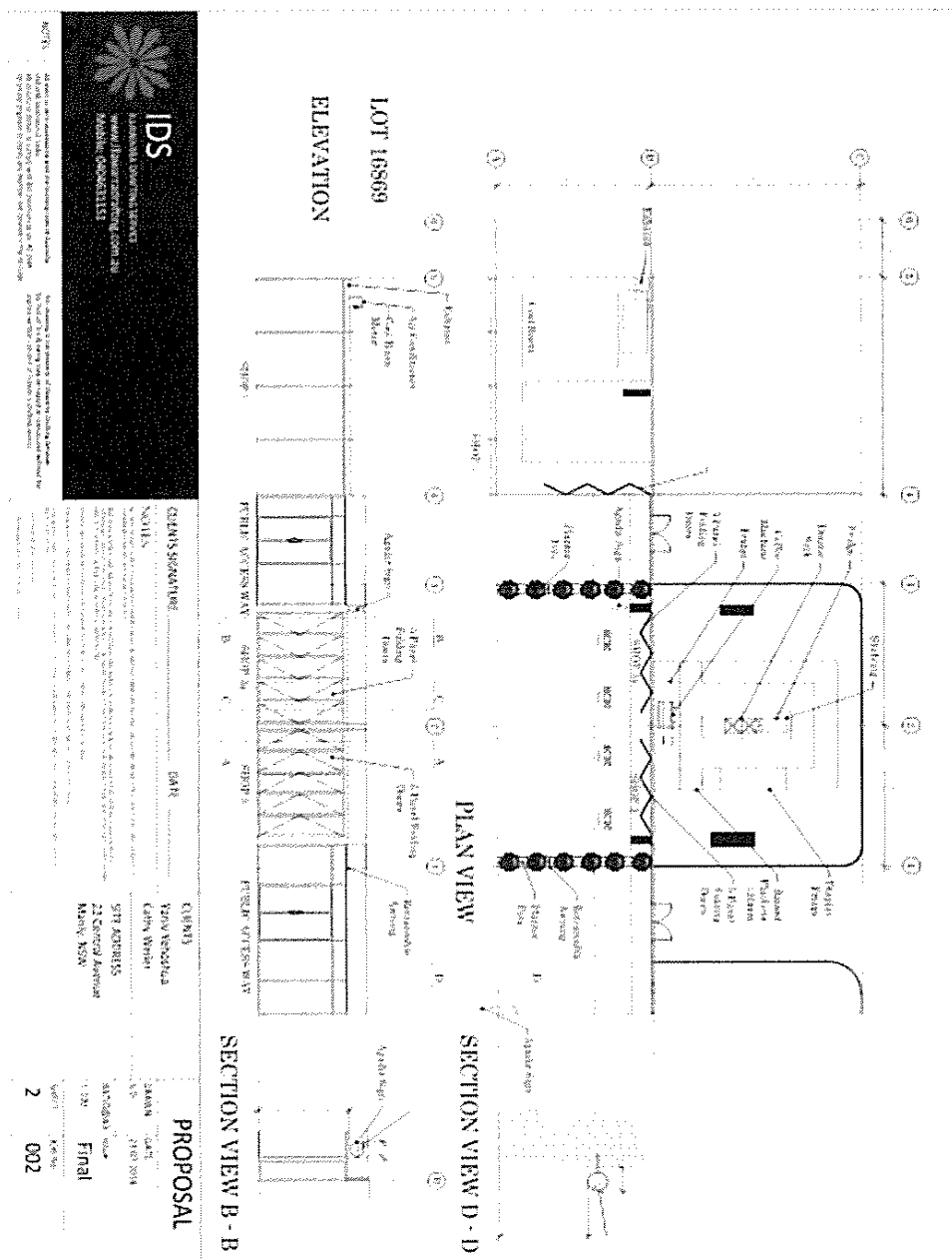
SPECIFICATIONS AND PLANS DETAILING THE WORKS

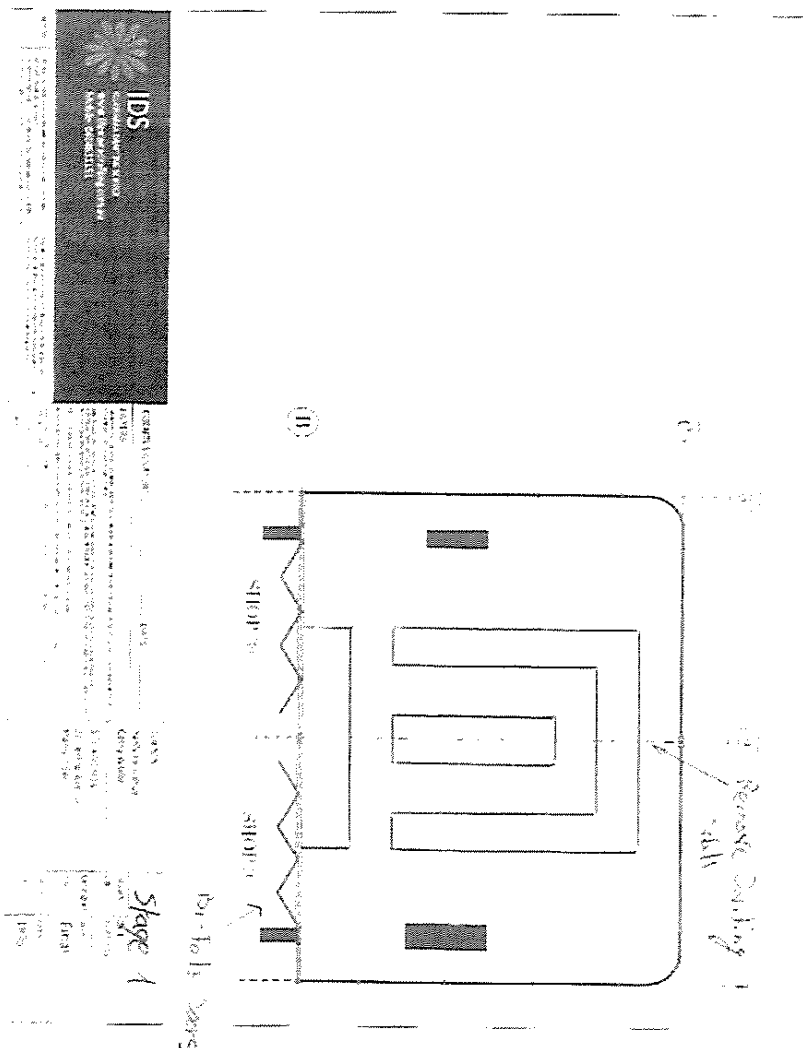


1. Lots 168 and 169 – Install and maintain new Bi-Fold Doors: Remove existing sliding windows and erect new Bi-Fold doors to match the same aluminium frame colour and opening, over all 10 panels of approx. 720mm each, stacking into two sets with a central locking (as further detailed in the attached drawings, plans and specifications).
2. Lots 168 and 169 – Dividing wall between lots to be removed: Demolition wall with a hammer to reduce any impact on the common property (as further detailed in the attached drawings, plans and specifications).
3. Lots 168 and 169 – Install gas connection for the outdoor heaters in the alfresco/awning area on the CP outside lots 168 and 169. The town gas supply to these heaters is to be behind the CP bulkhead on the front of the lots (as shown on the gas installation plan attached).
4. Lots 168 and 169 – Polish and seal concrete floors.
5. Lots 168 and 169 – Change and add new power and plumbing points (as further detailed in the attached drawings, plans and specifications).
6. Lots 168 and 169 – Fix and maintain existing sliding doors including locks.
7. Lots 168/169 – Expose and paint concrete ceiling/pipes.
8. Lots 168/169 – Draw power from lot 169 for use in both.
9. Lots 168/169 – Sprinklers: install new attachments (has to be replaced by a licensed fire resistance professional).
10. Lots 168/169 – Block all side walls above glass window with Gyprock.
11. Lots 168/169 – Install outdoor heaters and light fittings to concrete ceiling adjacent to Lots 168 and 169().
12. Lots 168/169 – Install shop fittings (as further detailed in the attached drawings, plans and specifications).
13. Lots 168/169 – Power and gas points for awnings and outdoor heaters.
14. Lot 169 – Remove floor tiles.
15. Lot 169 – Install bench top around the pillar (as further detailed in the attached drawings, plans and specifications)
16. Lot 169 – Remove existing outdoor window cover.
17. Lot 169 – Install a removable inspection pit lead on pillar minimum 450x450mm.
18. Drilling of 3mm-5mm will be involved to attached brackets for:
 - Copper Shelving to concrete ceiling or floor
 - Copper gas pipes to concrete ceiling or walls

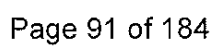


- Electric conduit to concrete ceiling or walls
 - Outdoor heater to concrete ceiling
19. Lot 168 – Cutting two channels of 80x80x2000mm and 80x80x1200mm to allow 50mm PVC pipe to run underneath the floor to pick up the sink and coffee machine outlets. All concrete floor cutting will be filled up with concrete mix to match the old concrete floor.





1. **PLAN**
 2. **SECTION**
 3. **DETAIL**
 4. **ASSEMBLY**
 5. **FINISH**
 6. **PAINT**
 7. **GLASS**
 8. **DOOR**
 9. **WALL**
 10. **FLOOR**
 11. **CEILING**
 12. **STAIR**
 13. **ELEVATION**
 14. **SECTION**
 15. **DETAIL**
 16. **ASSEMBLY**
 17. **FINISH**
 18. **PAINT**
 19. **GLASS**
 20. **DOOR**
 21. **WALL**
 22. **FLOOR**
 23. **CEILING**
 24. **STAIR**
 25. **ELEVATION**





IDS
NSW Department of Planning and Infrastructure
Water & Sewerage

1. This form is to be completed by the plumber or other person responsible for the installation of the plumbing system. It is to be completed in accordance with the requirements of the Plumbing Act 2007 and the Plumbing Regulation 2007.

2. The plumber must ensure that the plumbing system is installed in accordance with the requirements of the Plumbing Act 2007 and the Plumbing Regulation 2007.

3. The plumber must ensure that the plumbing system is installed in accordance with the requirements of the Plumbing Act 2007 and the Plumbing Regulation 2007.

☒ Sink

Gas Supply

Water Supply

Water Drain

Floor waste

C

3

2

1

CLIENTS FOOTPRINT

DATE

NAME

STREET ADDRESS

POSTAL CODE

PHONE

EMAIL

1

005

PLUMBING

DATE

NAME

STREET ADDRESS

POSTAL CODE

PHONE

EMAIL

1

005



glass + aluminium pty ltd

QUOTATION DATE 30.06.2014

CLIENT: Yaniv Josh Attn: Mr. Yaniv Josh

Project: Manly Beach Shopfront

I am pleased to submit the following quotation:

Supply & Install

Framed Bi-fold Shopfront

Item 1 - 1 off - 2650mm(L) x 7350mm(W) - 10 panel Bi-fold

Includes:

- Commercial grade 100 x 45mm framing and door sections.
- Natural anodised finish
- Satin stainless steel bi-folding rollers, hinges and door pulls.
- Clear laminated safety glass.
- Support above ceiling to support header.
- Remove and dispose of existing shopfront

Total \$ 10,460.00 +gst

Item 2 - 1 off - 2650mm(L) x 4400mm(W) - 5 panel Bi-fold

Includes: Description as per above.

Total \$ 5,600.00 +gst

Item 3 - 5 off - 2650mm(L) x 1700mm(W) - 3 panel Bi-fold

Includes: Description as per above.

Total \$ 2,990.00 +gst each opening

atp glass + aluminium sbn:28 149 340 849 (m) 0431 468 960 (w) 9785 0490 (e) atpglass@optusnet.com.au



45 **SPECIAL BY-LAW 45 – BY-LAW TO AUTHORISE THE OWNER OF LOT 170, TO ADD TO, ALTER AND ERECT NEW STRUCTURES ON THE COMMON PROPERTY AND EXCLUSIVE USE**

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) **Council** means the local municipal council applicable to the strata scheme, which at the date this by-law was passed was Manly Council.
- (d) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.
- (e) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public liability insurance in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$20,000,000, and noting the interest of the Owners Corporation);
 - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (f) **Lot** means lot 170 in strata plan of sub division registered number 13245 in strata plan No. 7114.
- (g) **Owner** means the owner of the Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.



7114.

- (i) **Reinstatement Works** means the reinstatement works required under Part 3.5.
- (j) **Secretary** means the member of the Strata Committee who holds the office of secretary of the Owners Corporation.
- (k) **Strata Committee** means the Strata committee appointed by the Owners Corporation.
- (l) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 2015* to manage the business and maintain the records of the Owners Corporation.
- (m) **Works** means the works as set out in the specifications and plans attached to this by-law at Schedule 1, but subject to the following qualifications:
 - (i) Subject to clause 3.7, no external signage;
 - (ii) No printing on awning; and
 - (iii) No furniture, pot plants or other personal property or chattels are authorised to be placed on common property by this by-law.

1.2 In this by-law a word which denotes:

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

1.3 Where this by-law grants a benefit or authority to more than one person, that benefit or authority is enjoyed by those persons jointly and severally.

1.4 Where this by-law imposes an obligation or burden upon more than one person, that obligation or burden affects them jointly and severally and may be enforced against them jointly and severally.

1.5 Where any notice, notification, document or copy of a document must be given to the Owners Corporation or the Strata



Committee, that obligation must be complied with by giving it to:

- (a) The Building Manager, personally, or care of the Strata Manager;
- (b) The Secretary, personally, or care of the Strata Manager; or
- (c) The Strata Manager.

PART 2

GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

BEFORE COMMENCEMENT

- 3.1 Before commencement of the Works the Owner must:
 - (a) provide the Strata Committee notice including the following details for all employees, contractors or agents that the Owner proposes to use to carry out the Works:
 - (i) Name, and if it is a company, its ACN and name of appropriate contact person;
 - (ii) Address;
 - (iii) Mobile telephone number, or if they do not have a mobile telephone number, their fixed line telephone number;
 - (iv) Copy of the licence; and
 - (v) Copy of their Insurance,and seek the written approval of the Strata Committee to use those persons.
 - (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (c) provide a complete copy of the development application to the Owners Corporation to provide their written consent;
 - (d) provide a complete copy of the construction certificate application to the Owners Corporation to provide their written consent;



- (e) provide a final copy of the construction certificate plans stamped by Council or the private certifier (as applicable) to the Owners Corporation;
- (f) in any application for consent from Council or a private certifier, include a copy of the by-law and state in the application that it seeks a condition that the consent be subject to the conditions of this by-law;
- (g) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- (h) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building; and
- (i) notify the Owners Corporation of the anticipated commencement date of the Works and completion date of the Works.

PART 3.2

DURING CONSTRUCTION

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents approved by the Strata Committee (acting reasonably) to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) where the Works involve or require the installation or alteration of the fire sprinkler system, the location and type must be as approved by the Building Manager in writing, and comply with applicable fire control directions and requirements;
- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) perform the Works within a period of two (2) months from their commencement or such other period as reasonably



approved by the Owners Corporation;

- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris arising from the Works;
- (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

AFTER CONSTRUCTION

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) comply with any requirement to lodge a building alteration plan in accordance with section 19 of the *Strata Schemes Development Act 2015*; and
- (e) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.



PART 3.4

ENDURING RIGHTS AND OBLIGATIONS

3.4 The Owner:

- (a) must ensure that the flooring of the Lot installed as a part of the Work is treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
- (b) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (d) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (e) remains liable for any damage to lot or common property arising out of the Works;
- (f) must make good any damage to lot or common property arising out of the Works;
- (g) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law;
- (h) must pay the Owners Corporation's reasonable costs in registering this by-law; and
- (i) until such time as the gas installation has been removed in accordance with clause 3.5(b) of this by-law, the Owner must:
 - (i) hold current a public liability insurance policy for their Lot and the Exclusive Use Area for an amount of not less than \$20,000,000, or such other amount reasonably required by the Owners Corporation from time to time , and noting the interest of the Owners Corporation;



- (ii) ensure that any tenant, licensee or occupant of the Lot holds a current a public liability insurance policy for the Lot and the Exclusive Use Area for an amount of not less than \$20,000,000, or such other amount reasonably required by the Owners Corporation from time to time, and noting the interest of the Owners Corporation; and
- (iii) provide the Owners Corporation with a certificate of currency (or certificates of currency) confirming the Owner and any tenant hold the required public liability policy insurance policy required above.

PART 3.5

REINSTATEMENT OF CERTAIN WORKS

3.5 The Owner remains liable to carry out the following (“**Reinstatement Works**”):

- (a) Once the gas supply is no longer being used by the Lot, the Owner must as soon as reasonably practicable remove the entire gas supply that was installed as part of the Works.

The terms of Part 2 and Parts 3.1 to 3.4, and 3.6 inclusive, of this by-law apply equally to the Reinstatement Works, where such terms are read as if each reference to “Works” is instead “Reinstatement Works”.

PART 3.6

DEFAULT

3.6 If the Owner fails to perform or observe any obligation under this by-law, the Owners Corporation may perform that obligation, or carry out such works as may be necessary to remedy the default, and in each case:

- (a) recover the costs of the above from the Owner as a debt, together with interest charged at the same rate payable for overdue strata levies; and
- (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

PART 3.7

SIGNAGE



3.7 If the Owner wishes to install any signage that is on common property, or visible from common property, then the following provisions apply:

- (a) Signage may only be installed with (and strictly in accordance with) the formal consent in writing of the Strata Committee, and all signage must be in a form, design and material approved in writing by the Strata Committee. Consent may be withheld in the Strata Committee's absolute discretion.
- (b) When seeking approval for signage, the Owner must apply by written notice to the Strata Committee seeking approval, and such notice must include the following information:
 - (i) height, width, thickness and material of the signage;
 - (ii) exact scale copy of the information to be placed on the signage, in correct and accurate colours; and
 - (iii) detailed plan showing where and how the signage is proposed to be installed, and during what times the works are to be carried out.
- (c) The installation of the signage will form part of the Works, and all provisions of clauses 3.1 to 3.6 inclusively apply to the signage.

SCHEDULE 1

SPECIFICATIONS AND PLANS DETAILING THE WORKS

1. Lot 170 – Install and maintain new Bi-Fold Doors: Remove existing sliding window and erect new Bi-Fold doors to match the same aluminium frame colour and opening, over all 5 panels of approx. 720mm each stacking into one set with locking (as further detailed in the attached drawings, plans and specifications).
2. Lot 170 – Install and mount cool room motor on the roof: Drill approx. 40mm hole through the ceiling to allow power and pipe to connect between cool room to the motor (as further detailed in the attached drawings, plans and specifications).
3. Lot 170 – Install ducting pipe 60mm, 300mm above roof level: Drill hole of approx. 60mm through the ceiling to allow grease trap pipe to vent to



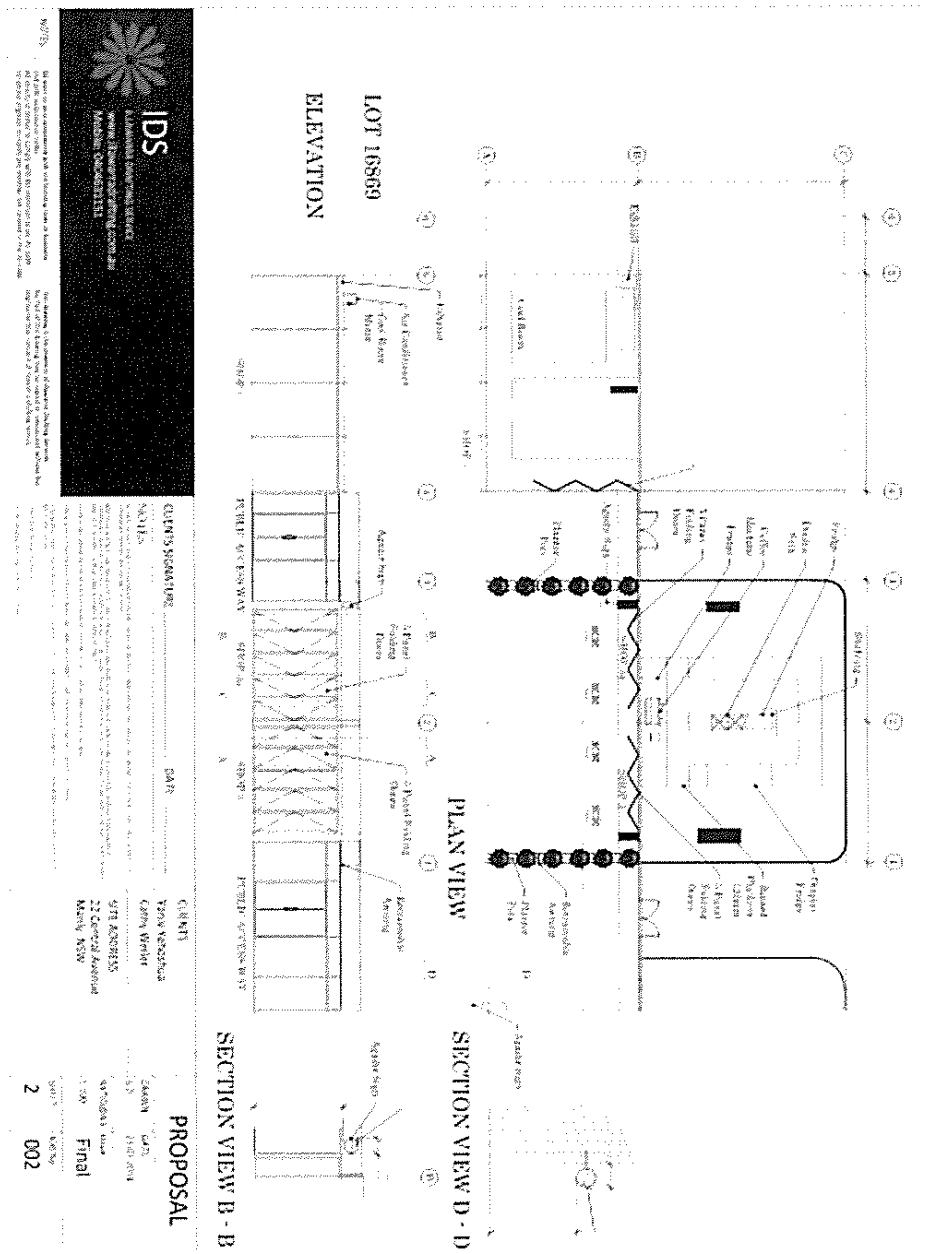
the atmosphere (as further detailed in the attached drawings, plans and specifications).

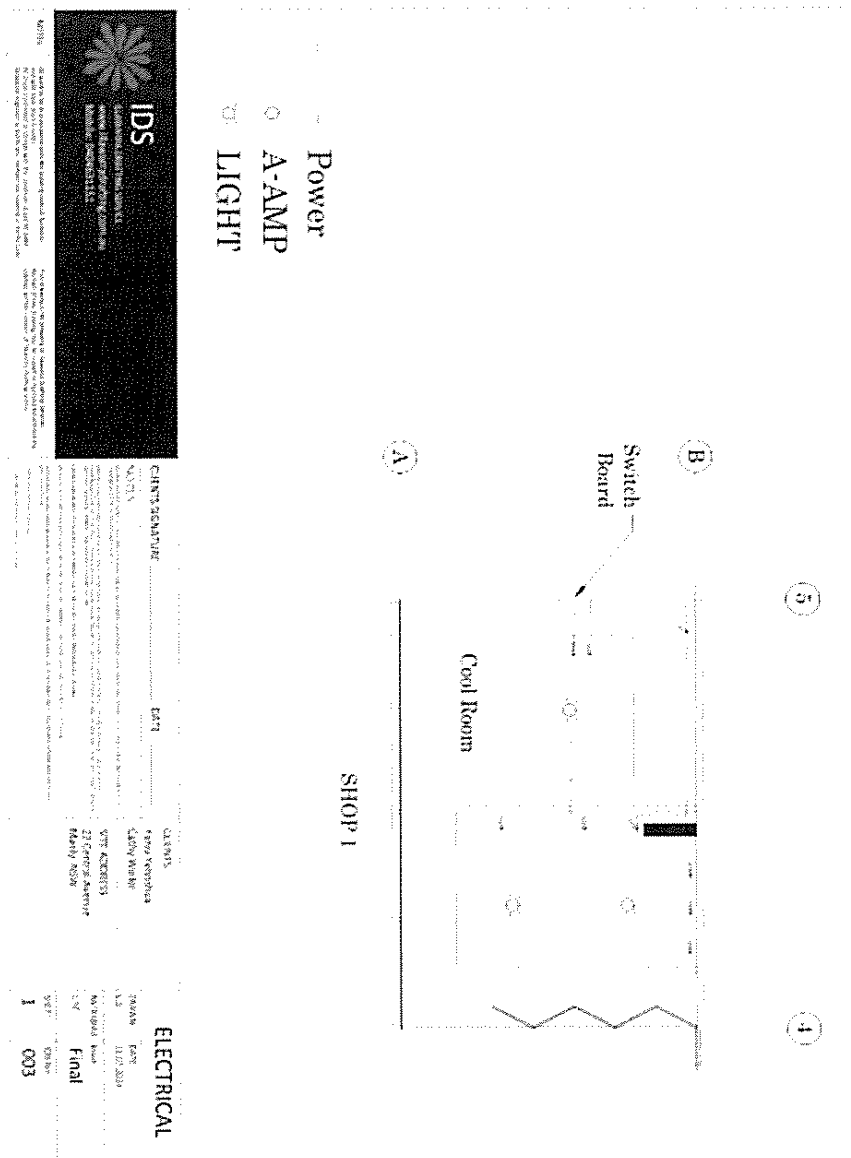
4. Lot 170 – Install and mount exhaust filter on the roof (as further detailed in the attached drawings, plans and specifications).
5. Lot 170 – Install ducting connection on the roof between range hood exit to the exhaust filter: Cut approx. 400x400mm hole in the ceiling to allow ducting and power to be connected to the exhaust filter (as further detailed in the attached drawings, plans and specifications).
6. Lot 170 – Install gas meter in the common property garden bed adjacent to the ramp on level 1.
7. Lot 170 – Affix approx. 3m of gas pipework from the gas meter along the external façade of the building (as shown in the gas installation plan attached).
8. Lot 170 – Create a penetration to connect and run the gas pipework through the common property bulkhead traversing above lots 171 and 172 to connect the gas services to Lot 170 (as shown in the gas installation plan attached).
9. Lot 170 – Install gas connection behind the CP bulkhead to supply gas for the outdoor heaters.
10. Continue gas pipework through the CP bulkhead adjacent to Lots 168 and 169 (as shown in the gas installation plan attached).
11. Lot 170 – Polish and seal concrete floors.
12. Lot 170 – Change and add new power and plumbing points (as further detailed in the attached drawings).
13. Lot 170 – Fix and maintain existing sliding doors including locks.
14. Lot 170 – Drilling of 3mm-5mm will be involve to attached brackets for:
 - Copper Shelving to concrete ceiling or floor
 - Copper gas pipes to concrete ceiling or walls
 - Electric conduit to concrete ceiling or walls
 - Outdoor heater to concrete ceiling
15. Lot 170 – Remove carpet and Gyprock wall.
16. Lot 170 – Install cool room, ducting, filter, range hood, grease trap, full kitchen appliances (as further detailed in the attached drawings)
17. Lot 170 – Tile kitchen wall and floor around the kitchen area.
18. Lot 170 – Install new service bench top.
19. Lot 170 Installation of filter and exhaust hood. Filter will be attached to the roof with a cover plate above lot 170 (as close as it can towards the air conditioner corner). Exhaust hood will be mounted to ceiling.

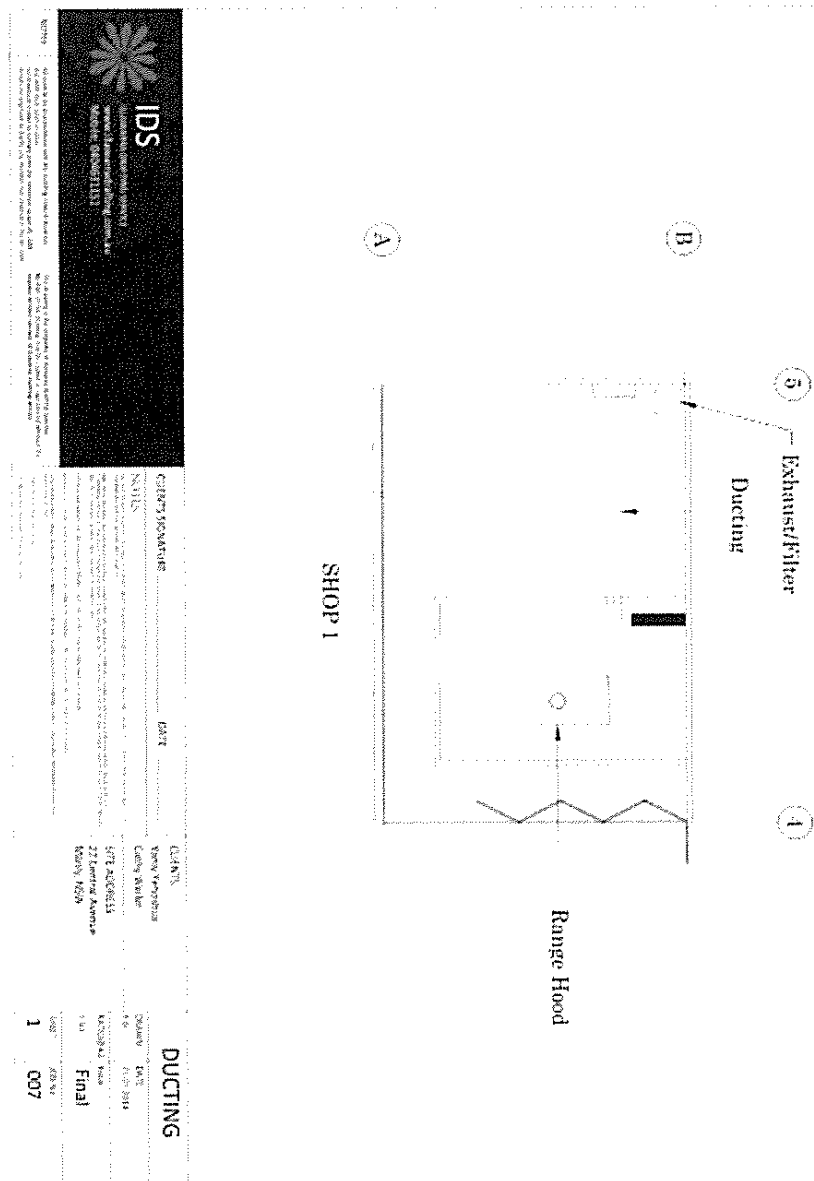


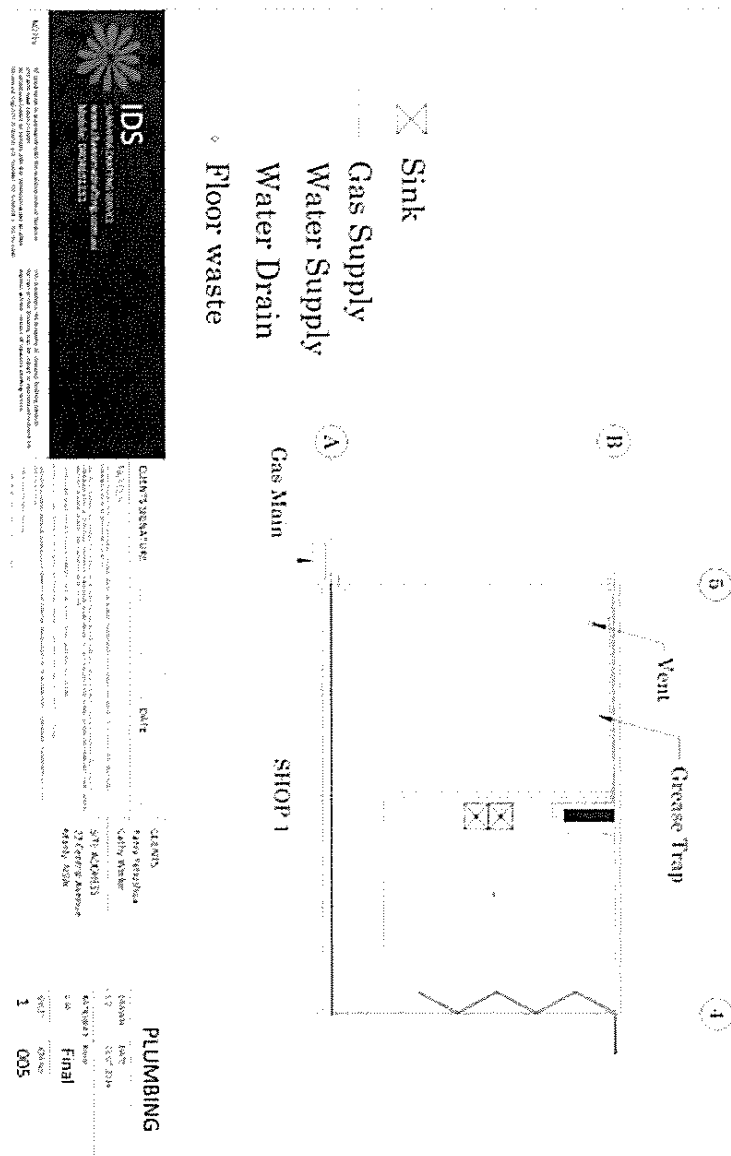
Ceiling and roof will have opening to allow ducting connection between exhaust hood and filter. Roof cutting area will be sealed with roofing silicon to avoid leaks

20. Lot 170 – Add new cover plates to the existing aluminium frame.
21. Lot 170 – Remove or relocate sink and water heater.
22. Lot 170 – New paint.
23. Lot 170 – Remove fluorescent lights and install new lights.
24. Lot 170 – Attach new Gyprock to existing ceiling.
25. Lot 170 – Option to replace existing sliding doors with Bi-Fold along the western side.
26. Lot 170 – Install window films.
27. Lot 170 – Cool room motor will be attached to roof above lot 170 (as close as it can towards the air conditioner corner).

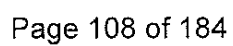


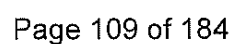


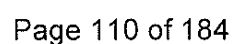




GAS INSTALLATION PLAN (1 page)(PTO)









We are pleased to submit our amended quotation as follows:

To supply and install new fully welded stainless steel exhaust hood and filters.

Dim:3.0m x 1.5m x 0.7m

To supply and install new galvanised ductwork, bends and transitions through to roof.

To supply and install new 6 pole centrifugal fan with a capacity of 2400 L/s.

To supply and install 1off Klean BS216Q Electrostatic filter.

\$12,820.00 + gst

Including certification as per council requirements and in compliance with AS1668.

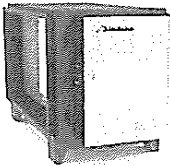
Kind regards
Stephen Whiting

Ace Ventilation Pty Ltd

3/11 Elizabeth St
Campsie NSW 2194
T: 02 9787 2533
F: 02 9787 2588
www.aceventilation.com
ABN: 88 088 294 003



7/11 ELIZABETH STREET CAMPSIE NSW 2194
PHONE: (02) 9787 2533
ABN: 88 088 794 003
EMAIL: enquiries@aceventilation.com.au

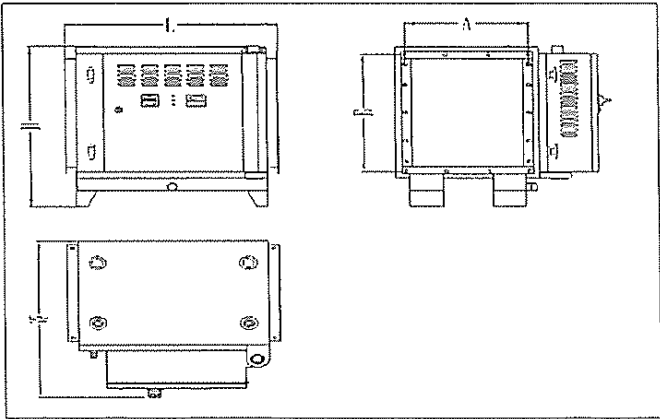


Electrostatic Precipitator
Model: BS-216Q-2K

Perfect Solution to Kitchen Exhaust Fume

Cabinet	1.5mm A3 Steel Sheet	Cell/Each	L: 487.5mm, W: 483.4mm, H: 240mm
Finishing	Epoxy Powder Coated, Blue and Yellow		Ionizing voltage: 14KVdc-16KVdc
Air Volume	2000cmh		Uses 1 Patented Cylindrical Honeycomb Structure
Air Flow	Left to Right, Right to Left		Filter Cells
Static Pressure	130 Pascal	Efficiency	More than 99%
Features	High performance Power Pack	Weight	72.5Kg
	Soft Startup, Short Circuit Protection	Power cons	400 Watts
	Invariable Current Output	Input Volt	220Vac -10% 50 Hz
	Transformer Over-heated Protection	Pre-filter	Steel, Washable
	Power Over Loading Protection	Installation	Ceiling suspended, wall or frame mounted
	Malfunction Diagnosis	Options	Remote on/off switch, indicator lights
	Transformer Over-heated Protection	Controls	Auto cut-off when door is opened. Indicator lights for fault, normal or cleaning requirements.
	Arc Extinction and Auto Reposition		

DIMENSIONS: L*W*H 735×750×773 mm A*B 431×564 mm

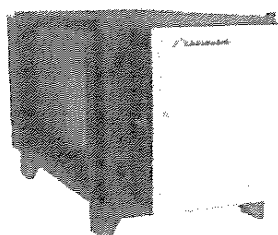




7/11 ELIZABETH STREET CAMPSIE NSW 2194
 PHONE: (02) 9787 2533
 ABN: 88 088 794 003
 EMAIL: enquiries@aceventilation.com.au

ELECTROSTATIC FILTERS

ELECTROSTATIC FILTER SPECIFICATION



MODEL: BS-216Q-2K

BS-216Q-2K is a high quality electrostatic filter unit designed for use in commercial kitchens and other areas where high levels of air filtration are required.

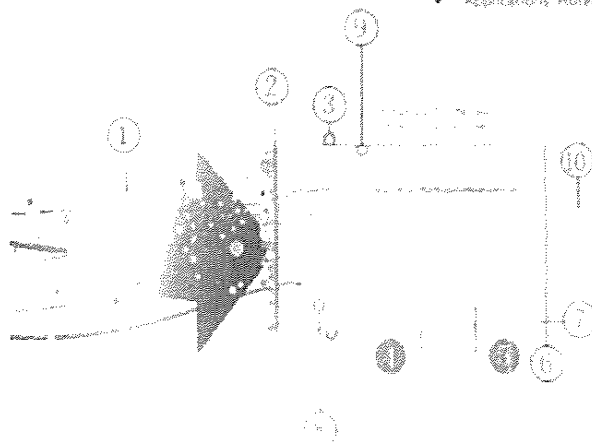
BS-216Q-2K is a high quality electrostatic filter unit designed for use in commercial kitchens and other areas where high levels of air filtration are required.

BS-216Q-2K is a high quality electrostatic filter unit designed for use in commercial kitchens and other areas where high levels of air filtration are required.

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BS-216Q-2K is a high quality electrostatic filter unit designed for use in commercial kitchens and other areas where high levels of air filtration are required.

- Colour: Dark blue and yellow
- Design: Modular
- Purification Efficiency: more than 95%
- Cabinet: AISI 304 steel
- Option: Auto cleaning device
- Function: Flame filter for commercial kitchen
- Type: Electrostatic Precipitator (ESP)
- Applications: Hotels, commercial kitchens etc





SPACE SAVING SOLUTIONS

Exhaust Hoods

The purpose of the commercial kitchen exhaust hood is to remove heat and contaminants produced during the cooking process. Atexhby systems include kitchen and catering exhaust hoods.

Design: We offer a free menu and quote service. A professional photographer will design and install your hood. Our experienced staff will serve the needs of your business at a competitive price.

Installation: All our exhaust hoods are designed to be installed in a kitchen. We have a full range of hood types, sizes and styles. Our exhaust hoods are made from high quality stainless steel and comply with all Australian standards.

Installation: Our service includes installation of hood units on to your existing ventilation.

Local council compliance: We can provide shop drawings for your council application and a compliance certificate for council approval. We guarantee that your business is up and running as soon as possible.

New Kitchen manufacture, design and build: Our commercial kitchen companies throughout Sydney and New South Wales can supply exhaust hoods to suit all kitchens and businesses.

- Our range of steel welded exhaust hoods is the most popular and suitable for all sizes and types of commercial kitchens including:
 - wall mounted kitchen exhaust hood
 - island mounted kitchen exhaust hood
 - freestanding kitchen exhaust hood
 - built-in and kitchen exhaust hood
 - stainless steel
 - stainless steel
 - stainless steel



PROPOSED: **LOW VELOCITY SUPPLY AND EXHAUST FAN WITH COOK TOP** Cooking

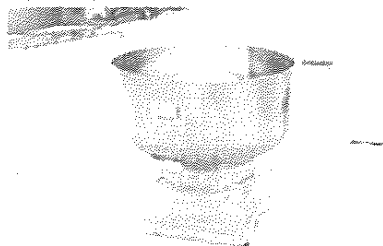
Low velocity exhaust fans. Low velocity supply air flows through the most perforated face of the hood. Together with the large cooling air capacity the fans and heat produced by cook top surfaces are kept inside the hood before being utilized and exhausted. A UL listed exhaust hood with or filter with approved grease filters and heat proof glass with three safety lights are available and required.

Fans

Exhaust fans are a fan that can be used to move air from a space. Fans are used in a professional kitchen to remove smoke, steam, and heat. Exhaust fans are used to remove smoke, steam, and heat from a kitchen. They are used to remove smoke, steam, and heat from a kitchen. They are used to remove smoke, steam, and heat from a kitchen. They are used to remove smoke, steam, and heat from a kitchen.

Vertical Discharge Fan

Features



- and water proof construction
- rack and pinion drive system
- good control
- high pressure capacity
- and water proof construction
- rack and pinion drive system

- Page 116 of 184



after cell an average deposit efficiency of above 98% is guaranteed in this series of cooking exhaust filter.

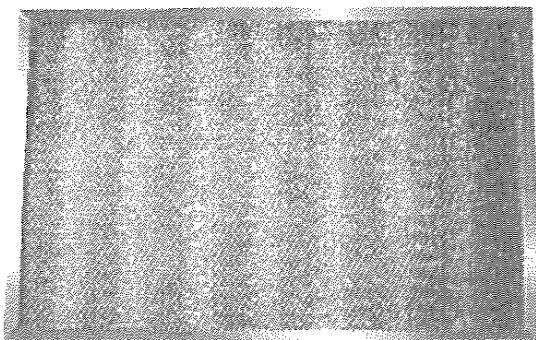
Powerful, stable and energy saving, with high end, high frequency and high voltage speed switch induction with epoxy resin encapsulation driven by half bridge switching converter.

Safe and reliable, multiple protection functions such as over static discharge protection, power overloading protection and transformer overloading protection.

Smart Control System, IP control, PWM control and quality control system.

Filters

Honeycomb Grease Filter for Kitchen Exhaust Hoods



The honeycomb grease filter is a lightweight, washable and reusable aluminum filter designed for use in cooking exhaust systems.

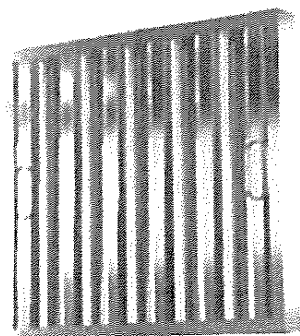
Our filters are manufactured to the highest standards and designed to meet the relevant Australian Standards.

AS 1608.2-2012 Mechanical ventilation - extractors

AS 1530-2012 Methods for fire tests on building materials

components and assemblies - A combined filter and fan material.

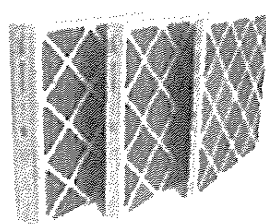
The Filter is designed to catch any moisture or grease which is carried by the air.



Flame Stop Battle Filters

These filters are designed to prevent the spread of fire from one area to another, while allowing air to flow through. They are made of a special material that is resistant to fire and can withstand temperatures up to 1000°C. They are used in a variety of applications, including in the construction of fireproof walls and doors, in the manufacture of fireproof safes, and in the design of fireproof enclosures for electrical equipment.

Plated Panel Filters M30



A Plated Panel Filter for ventilation systems. It is made of a special material that is resistant to fire and can withstand temperatures up to 1000°C. It is used in a variety of applications, including in the construction of fireproof walls and doors, in the manufacture of fireproof safes, and in the design of fireproof enclosures for electrical equipment.



girders/crossbars with diagonal stiffener stuck to media to keep the spacing of folds and protect and maintain the filter and fully supported media bonded onto a wire support grid. The Rounded pleats ensure maximum capacity of dust retention and facilitate airflow through the media



Trade waste pre-treatment

Grease traps (1,000 litres)

5 August 2013

This fact sheet lists 1,000 L grease traps that comply with Sydney Water's requirements for treating trade wastewater.

- You must arrange for a licensed plumber to install pre-treatment products. Installation must meet Australian Standards, Workplace Health and Safety standards and Sydney Water guidelines. Pre-treatment equipment installed in Sydney Water's area of operations that does not meet these standards and guidelines, must be removed at the cost of the installer.
- Pre-treatment equipment installed in Sydney Water's area of operations must have clearance above the top of the installed equipment, at least equal to the depth of the deepest part of the pre-treatment equipment. This ensures safe and easy access to clean and inspect the equipment.
- Only use lids or covers specified by the manufacturer for the installation. The lids or covers must meet current Australian Standards, Workplace Health and Safety standards and Sydney Water guidelines.
- Stands, walkways and steps must meet Australian Standards and Workplace Health and Safety guidelines.

Manufacturer and contact details	Supplier's item	Capacity	Above or in-ground installation	Material code
Aglass Pty Ltd 9542 5511	AGL1000	1,000 L	Either	Glass reinforced plastic (fibreglass)
AJM Environmental Services Pty Ltd 9542 2366	GA1000SS	1,000 L	Above ground	Stainless steel
BCP Precast 1606 934 134	GAP-01000	1,000 L	Either	Glass reinforced concrete (must be epoxy coated internally)
Eclipse Environmental 9721 3071	GA1000S	1,000 L	Above ground	Stainless steel
	GA1000F	1,000 L	Either	Glass reinforced plastic (fibreglass)
FRP Technologies P/L 9673 5536	FA-1	1,000 L	Above ground	Glass reinforced plastic (fibreglass)
	FI-1	1,000 L	In-ground	Glass reinforced plastic (fibreglass)

Page 1 of 2



Manufacturer and contact details	Supplier's item	Capacity	Above or in-ground installation	Material code
Halgan Pty Ltd 9972 1355	Modular grease trap with SCD 1000L	1,000 L	Either	Polyethylene/Polypropylene
Halgan Pty Ltd 9972 1355	Modular grease trap S Series MGTS SCD 1000L	1,000 L	Either	Polyethylene/Polypropylene
JB Collett Pty Ltd 97738810	JBC1000 SS	1,000 L	Above ground	Stainless steel
Mascon Engineering 1300 885 295	GA-100	1,000 L	Either	Glass reinforced concrete (must be epoxy coated internally)
SEPA Pty Ltd ACN 136929 887 9542 2424	BS 10 1000L	1,000 L	Above ground	Stainless steel
Stainless Steel Metal Craft 4735 5686	GT-1 1000L	1,000 L	Above ground self supporting	Stainless steel
CV Plastics P/L (03) 54428728	CV1000L	1,000 L	Either	PVC sheet

Page 2 of 2

46 SPECIAL BY-LAW 46 – VEHICLE ACCESS TO COMMON PROPERTY

Explanatory Note:

There are a limited number of car parking spaces in the scheme and some are used by Owners and Occupiers on a first come, first served basis. The Owners Corporation wishes to ensure that only persons entitled to use the car park areas are able to access the common property for this purpose.

By creating a uniform notification requirement for all Owners and Occupiers using the common property to access car parking areas the Owners Corporation seeks to protect the rights of Owners and Occupiers to use these areas without interference or obstruction, to safeguard the common property from unauthorised access and to



prevent unauthorised use of a limited number of car parking spaces.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot
- (b) **Lot** means a lot in strata plans 7114 and 13245.
- (c) **Common Property** means the common property in the Scheme.
- (d) **Owner or Occupier** means the owner or the occupier of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plans registration no. 7114 and 13245.
- (f) **Registered Motor Vehicle** (RMV) means a car, van, ute, 4WD, motor cycle, trail bike or truck that fits within 1 car space allowing adequate room to open doors, that has current registration and excludes trailers, caravans and the like that are not self-propelled under their own power.
- (g) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
- (h) **Strata Committee** means the strata committee of the Owners Corporation or if nominated by the strata committee, the building manager or the strata manager for the Scheme.

1.2 In this by-law a word which denotes:

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

PART 2



RIGHTS AND OBLIGATIONS REGARDING ACCESS TO CAR PARKING AREAS IN THE SCHEME

2.1 The Owner or Occupier must:

- (a) only obtain access through the Common Property car park roller shutter gate after providing written advice to the Strata Committee advising the make, model, the license plate registration number and the date of registration of the RMV;
- (b) if unable to provide written advice to the Strata Committee prior to accessing the Common Property car park roller shutter gate do so within 24 hours of obtaining access; and
- (c) not park or stand a RMV on the Common Property other than in a designated car space.

PART 3 ENDURING RIGHTS AND OBLIGATIONS

2.2 The Owner or Occupier:

- (a) remains liable for any damage to Lot or Common Property arising out of their access to the Common Property car park roller shutter gate and use of the car parking areas in the Scheme;
- (b) must make good any damage to Lot or Common Property arising out of their access to the Common Property car park roller shutter gate and use of the car parking areas in the Scheme; and
- (c) must indemnify the Owners Corporation against any costs or losses arising out of their access to the Common Property car park roller shutter gate and use of the car parking areas in the Scheme to the extent permitted by law.

47 SPECIAL BY-LAW 47 – REAL ESTATE SIGNS FOR SELLING AND LETTING LOTS IN THE SCHEME

Explanatory Note:

The Scheme already has a by-law regarding signage generally but real estate signs require some different terms as this type of signage are usually temporary structures placed on or around the common property and some are of the type and style prohibited under the Scheme's by-law regulating more permanent signage.

PART 1 DEFINITIONS AND INTERPRETATION



1.1 In this by-law:

- (a) **Common Property** means the common property in strata plans 7114 and 13245.
- (b) **Lot** means a lot in strata plans 7114 and 13245.
- (c) **Open Inspection Time** means the advertised time where a Lot is made available for inspection by prospective Owners or Occupiers not exceeding two (2) consecutive hours in any 24 hour period.
- (d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (e) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 7114 and 13245.
- (f) **Real Estate Agent** means a real estate agent licensed under the *Property Stock and Business Agents Act 2002* and the employees of that real estate agent.
- (g) **Real Estate Sign** means all signs whether erected by a Real Estate Agent or an Owner or Occupier advertising a Lot for sale or lease including sandwich boards, wall posters, street signage and free standing signs on posts.
- (h) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
- (i) **Strata Committee** means the strata committee of the Owners Corporation, or if nominated by the strata committee the building manager or the strata manager for the Scheme.

1.2 In this by-law a word which denotes:

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

PART 2

RIGHTS AND OBLIGATIONS



- 2.1 In addition to the powers, duties, functions and obligations of the Owners Corporation under the Act and these by-laws and notwithstanding By-Law 37 regarding signage, the Owners Corporation can restrict the use of Real Estate Signs by Real Estate Agents and Owners or Occupiers on the terms set out in this by-law.
- 2.2 If there is any inconsistency between this by-law and any other by-law for the Scheme, the provisions of this by-law prevail to the extent of that inconsistency.
- 2.3 An Owner or Occupier is not permitted to install a Real Estate Sign or to permit a Real Estate Agent they have engaged to install a Real Estate Sign anywhere within a Lot where the Real Estate Sign is visible from a Lot or the Common Property without the prior written consent of the Strata Committee.
- 2.4 An Owner or Occupier who is selling or leasing a Lot in the Scheme may erect a Real Estate Sign on the Common Property or may permit the Real Estate Agent they have engaged to erect a Real Estate Sign on the Common Property relating to that Lot's proposed sale or lease on the following terms:
 - (a) the proposed location and the content of any Real Estate Sign must have received the written approval of the Strata Committee prior to being erected;
 - (b) any Real Estate Sign must not restrict or hinder access to any part of the Common Property;
 - (c) any Real Estate Sign must not interfere with an Owner or Occupier's use or enjoyment of the Common Property and their respective Lot;
 - (d) any Real Estate Sign must be for the sole purpose of the sale or lease of a Lot within the Scheme;
 - (e) any Real Estate Sign can only be displayed during an Open Inspection Time and two (2) hours prior to an Open Inspection Time and must be removed at the conclusion of the time the Lot is open for inspection; and
 - (f) if a Real Estate Sign is not placed on and removed from the Common Property in accordance with this by-law, the Strata Committee may remove from the Common Property any Real Estate Sign in breach of this by-law.



48 SPECIAL BY-LAW 48 – AIR-CONDITIONING LEVEL 10

A by-law to authorise the Owners of Lots 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183 and 184 to locate on the common property air-conditioning plant and equipment, cabling and wiring.

Explanatory note:

The commercial lots on level 10 (commonly known as level 5) do not have facilities for the installation of air-conditioning the strata lots on that level. Lot owners and their tenants on level 10 may choose to air-condition their respective lots. To enable level 10 lot owners to air-condition their respective lots the Owners Corporation has provided a cable tray, access to the common property and a site on common property podiums above the north and south fire stairs to locate the respective air-conditioning compressors, the property of the lot owners. The Owners Corporation will recover from the lot owner using the common property for the installation of air-conditioning its costs incurred in carrying out that installation at the lot owner's request together with an annual fee whilst ever a lot owner continues to use the Owners Corporation's common property.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Air-conditioning** means equipment or apparatus capable of cooling or heating air within a Lot which requires penetrations through common property and which will occupy parts of the common property including cable trays in the ceiling for the transmission of pipework, wires and cables and the external common property podiums above fire stairs for the location of compressor units as shown cross hatched in the plan attached to this by-law as "Annexure A".
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (c) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a reasonable minimum advised by the Strata Committee); and
 - (ii) workers compensation insurance, if required.



- (d) **Lot** means lots 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183 and 184 in strata plan 7114.
- (e) **Lot Works** means all works done or required to be done by each Owner and all related services supplied or required to be supplied in addition to the Owners Corporations Works to install and maintain Air-conditioning including maintaining each Owner's condenser units located on the podiums above the fire stairs set out in Annexure A.
- (f) **Owners Corporation Works** means all work to be done by the Owners Corporation and any related services required to install each respective Owners pipework, wires and cables in the common property cable trays and to place each respective Owner's condenser unit on the common property podium to enable the connection of Air-Conditioning to a Lot.
- (g) **Owner** means the owner of a Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plans 7114 and 13245.
- (i) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
- (j) **Special Privilege Area** means the common property areas reasonably required to keep the Owners Corporation Works and the Lot Works.
- (k) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.
- (l) **Strata Committee** means the strata committee of the Owners Corporation or if nominated by the strata Committee, the building manager or the strata manager for the Scheme.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and



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

PART 2

GRANT OF RIGHT

- 2.1 The Owners are authorised to retain and maintain new structures on the common property in accordance with the Owners Corporation Works and their respective Lot Works.
- 2.2 Each Owner has a Special Privilege over the Special Privilege Area.

PART 3

CONDITIONS

PART 3.1

AIR-CONDITIONING REQUIREMENTS

3.1

- (a) The Air-conditioning must:
 - (i) comply with all relevant Standards and any applicable law; and
 - (ii) not produce unreasonable levels of noise as determined by the Strata Committee in its sole discretion.
- (b) Any appliance forming part of the Air-conditioning must be of an appearance in keeping with the general appearance of the Scheme.
- (c) Any pipes, wires, conduits and cables forming part of the Air-conditioning to be installed on the common property must be installed by the Owners Corporation at the cost of each Owner and be located wholly within that part of the common property comprising the ceiling cable trays.
- (d) Any external appliance, including any external condenser unit forming part of the Air-conditioning must:
 - (i) be installed on the common property podiums above the fire stairs at the north or south ends of the building identified in the plans at Annexure A;
 - (ii) be placed in a location on the podiums approved by the Strata Committee; and
 - (iii) only be accessed by the Owner for the purpose of



repair or maintenance with the prior written approval of the Strata Committee.

PART 3.2

BEFORE COMMENCEMENT

3.2 Before commencement of the Owners Corporation Works and the Lot Works each Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) obtain the prior written consent of the Strata Committee to the Air-Conditioning, the Lot Works and the Owners Corporation Works that are required; and
- (c) effect and maintain Insurance and provide a copy to the Owners Corporation.

PART 3.3

DURING INSTALLATION

3.3 Whilst the Lot Works are in progress each Owner must:

- (a) not carry out the Lot Works until the Owners Corporation Works have been completed and the Owner has reimbursed the Owners Corporation for the costs of the Owners Corporation Works;
- (b) use duly licensed employees, contractors or agents to conduct the Lot Works and supply to the Strata Committee their contact details before each of them commences their Lot Works;
- (c) ensure the Lot Works are conducted in a proper and workmanlike manner and comply with the current Standards and the law;
- (d) use reasonable endeavours to cause as little disruption as possible;
- (e) only perform the Lot Works during times reasonably approved by the Strata Committee;
- (f) perform the Lot Works within a period of two (2) days from their commencement or such other period as reasonably approved by the Strata Committee;
- (g) protect all affected areas of the building outside the Lot from



damage relating to the Lot Works or the transportation of construction materials, equipment and debris;

- (h) ensure that the Lot Works and each Owner's property comprised in the Owners Corporation Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time or reimburse the Owners Corporation costs of rectifying that interference;
- (i) not at any time access the common property ceiling cable trays or vary the Owners Corporation Works; and
- (j) not vary the Lot Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.4

AFTER INSTALLATION

- 3.4 After the Owners Corporation Works and the Lot Works have been completed the Owner must without unreasonable delay:
- (a) notify the Strata Committee that the Lot Works have been completed;
 - (b) notify the Strata Committee that all damage, if any, to lot and common property caused by the Owners Corporation Works and the Lot Works and not permitted by this by-law have been rectified;
 - (c) provide the Strata Committee with a copy of any certificate or certification required by an Authority to certify the Air-Conditioning; and
 - (d) pay an annual fee as determined by the Strata Committee for the special privilege granted under this by-law.

PART 3.5

ENDURING RIGHTS AND OBLIGATIONS

- 3.5.1 The Owner of each Lot:
- (a) is liable to the Owners Corporation for the ongoing maintenance of the new structures erected on the common property resulting from their respective Owners Corporation Works and Lot Works;
 - (b) is responsible for and liable to the Owners Corporation for



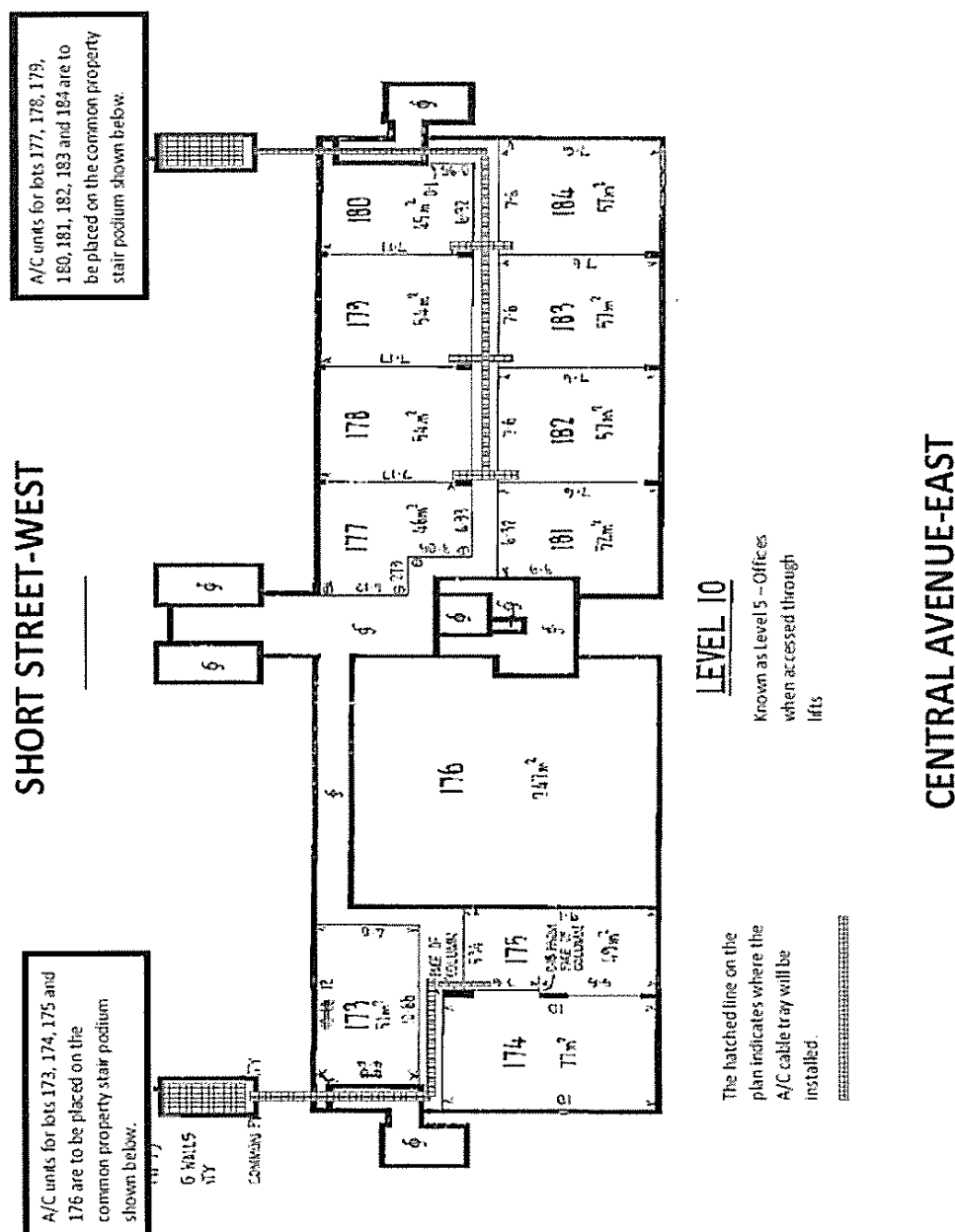
the proper maintenance of, and keeping in a state of good and serviceable repair, the Lot Works and each Owners respective property comprised in the Owners Corporation Works;

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

3.5.2 The Owners Corporation may:

- (a) demand payment from an Owner for any money outstanding under this by-law and recover this amount from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 86(1) of the *Strata Schemes Management Act 2015* and which, if unpaid within one (1) month of being due, will bear interest at the rate the regulations provide for and the interest will form part of that debt; and
- (b) include reference to the debt on notices under section 184 of the *Strata Schemes Management Act 2015*.

Plan referred to in Special By-Law 48 (PTO)



49 SPECIAL BY-LAW 49 – EMERGENCY EVENT MANAGEMENT

Explanatory Note:

In an emergency situation where access to lots or common property may be restricted and there are immediate issues in relation to the safety of owners and occupiers of any and all lots in the Scheme, it is in the best interests of the Scheme for the Owners Corporation to have the power to respond quickly and make all necessary arrangements to ensure the safety and security of all occupiers and others that maybe in or around the Manly National Building. To do this the Owners Corporation has



agreed to appoint, via its Strata Committee, a small team from the ranks of the Strata Committee to take action in the best interests of all lot owners as a whole without the need to defer to the Strata Committee or the Owners Corporation.

PART 1

DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) **Common Property** means the common property in strata plans 7114 and 13245.
- (b) **Emergency Event** means any of the following events that cause a Lot or Lots and/or the Common Property to be uninhabitable, inaccessible, unsafe or dangerous:
 - (i) natural disaster including earthquake, tsunami or cyclone;
 - (ii) major explosion, bomb threat or hostage situation;
 - (iii) biohazard and environmental accident including chemical spill or major medical crisis that affects a substantial part of the Scheme;
 - (iv) failure of a service to the Scheme including power outage that renders the whole Scheme uninhabitable; and
 - (v) fire within a Lot, Lots or the Common Property.
- (c) **Emergency Management Plan** means an emergency management plan prepared, developed and adopted annually by the Strata Committee in anticipation of or as a result of an Emergency Event and dealing with the risks associated with the Emergency Event that affect or may affect the Owners Corporation, Owners or Occupiers.
- (d) **Emergency Management Team** means a member or members of the Strata Committee appointed annually by the Strata Committee after each AGM in anticipation of an Emergency Event.
- (e) **Lot** means a lot in strata plans 7114 and 13245.
- (f) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (g) **Owners Corporation** means the Owners Corporation



created by the registration of strata plans registration no. 7114 and 13245.

- (h) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
- (i) **Strata Committee** means the Strata committee of the Owners Corporation, or if nominated by the Strata Committee the building manager or the strata manager for the Scheme.

1.2 In this by-law a word which denotes:

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

PART 2 POWERS AND OBLIGATIONS

2.1 In addition to the powers, duties, functions and obligations of the Owners Corporation under the Act, in an Emergency Event the Owners Corporation has the additional powers, duties and functions:

- (a) to action the Emergency Management Plan adopted by the Strata Committee;
- (b) to appoint a member or members of the Strata Committee to be the Emergency Management Team to liaise and deal with all emergency services personnel including the police and fire brigade without reference back to the Strata Committee or the Owners Corporation; and
- (c) to restrict access to any part of the Common Property or any Lot as a result of an Emergency Event.

2.2 On the occurrence of an Emergency Event, the Owners Corporation delegates the following functions to the Emergency Management Team:

- (a) engaging any trades people or contractors to make the Scheme safe, repair any damage and to mitigate future



damage to Lots and to the Common Property;

- (b) engaging any expert or contractor to provide expert advice either during or after an Emergency Event; and
- (c) to do all things the Emergency Management Team considers necessary to protect the Scheme and all Owners and Occupiers either during or after an Emergency Event.

2.3 The Owners Corporation indemnifies the Strata Committee and the Emergency Management Team for all actions taken in relation to or in connection with this by-law.

50 **SPECIAL BY-LAW 50 – BY-LAW FOR WORKS AND EXCLUSIVE USE (LOT 180)**

PART 1 INTRODUCTION

1.1 The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the common property to carry out and keep the Works and to use the Exclusive Use Areas;
- (b) CONFER, subject to Special By-Law 19, on the Owner the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the installation, repair, maintenance, and replacement obligations of the Owner; and
- (d) INDEMNIFY the Owners Corporation.

PART 2 DEFINITIONS AND INTERPRETATION

2.1 In this by-law:

- (a) **Act** means the *Strata Schemes Management Act, 2015 (NSW)*.
- (b) **Authority** means any statutory, governmental or other body having authority over the Lot or the Building including Council.
- (c) **Building** means the building situated at 22 Central Avenue MANLY NSW 2095.
- (d) **Claims** means any and all claims, demands, causes of



action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.

- (e) **Conditions** means the conditions specified in Part 4.
- (f) **Council** means Northern Beaches Council.
- (g) **Compensation** means the amount of One Hundred and Twenty Dollars (\$120.00) to be paid annually in advance on the anniversary of the making of this by-law by bank cheque or electronic funds transfer to be made payable to The Owners – Strata Plan No. 7114.
- (h) **Exclusive Use Area** means so much of the common property as is physically occupied by the Hot Water System as shown in the diagram a copy of which was tabled at the meeting at which this by-law was passed and may be attached to this by-law.
- (i) **Hot Water System** means the hot water system permitted to be installed under and in compliance with this by-law.
- (j) **Insurances** means:
 - (i) Contractors' All Risks insurance cover taken out with a reputable insurer on terms approved by the Owners Corporation incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance; and
 - (iii) Public liability insurance for the amount of \$20,000,000.00.
- (k) **Lot** means lot 180 in the Strata Scheme.
- (l) **Owner** means the owner of the Lot.
- (m) **Owners Corporation** means the owners corporation created on registration of the Strata Scheme.
- (n) **Strata Committee** means the Strata committee of the



Owners Corporation or if nominated by the Strata committee, the building manager or the strata manager for the Strata Scheme.

- (o) **Strata Scheme** means the strata scheme created upon registration of strata plan no. 7114 and 13245.
- (p) **Works** means the works to be carried out by the Owner to lot and common property and within the Exclusive Use Area at its own cost for the installation of a Hot Water System and such works for the lowering of the four (4) sprinklers within the Lot, the disconnection of the intercom cable to be paid for by the Owner and carried out by the Owners Corporation, works by the Owner to be carried out strictly in accordance with the provisions of this by-law.
- (q) **WH&S Law** means any occupational health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2011* (NSW).

2.2 In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word 'includes' or 'including' is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in the Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired



thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;

- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency; and
- (k) reference to Works means any and all of the works whatsoever carried out under this by-law, and includes where relevant, any ancillary equipment, fittings and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings and componentry.

PART 3

GRANT OF SPECIAL PRIVILEGE

Subject to Special By-Law 19 and the Owner's compliance with the Conditions, the Owner has the special privilege in respect of the common property to carry out the Works and to repair and maintain (and replace, if necessary) them and any common property affected by them.

PART 4

CONDITIONS

4.1 Albeit the Works are completed

The Owner shall, at its own cost:

- (a) **(provide information)** provide to the Strata Committee:
 - (i) a diagram depicting the location of all parts of the Works; and
 - (ii) detailed information providing specifications, method of installation and insulation, type, style and size of the Works; and
- (b) **(pay Compensation)** pay the Compensation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance and payment responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;



- (d) **(approvals from Authorities)** obtain all necessary approvals/consents /permits/certificates from any Authority and provide a copy to the Strata Committee;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Strata Committee; and
- (e) **(Owners Corporation's costs)** pay the Owners Corporation's reasonable costs in preparing, considering, making and registering this by-law (including legal and strata management costs).

4.2 Compliant Works

Works must:

- (a) **(appearance and amenity)** be and remain in keeping with the appearance and amenity of the Building in the opinion of the Strata Committee;
- (b) **(no nuisance)** when complete not cause any nuisance or other disturbance to an Owner or occupier of another lot in the Strata Scheme or any neighbouring property;
- (c) **(certification)** if requested by the Strata Committee, have certifications from duly qualified engineers or other experts (at the Owner's sole cost) regarding the matters listed in clause 4.3(g) of this by-law, a copy of such certification to be provided to the Strata Committee within seven (7) days of the installation of the Works; and
- (d) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation.

4.3 Installation, repairs and maintenance

The Owner, when carrying out or effecting the Works, shall:

- (a) use duly licensed and insured employees, contractors and/or agents;
- (b) ensure compliance with the requirements of any Authority and/or the Owners Corporation;



- (c) ensure compliance with the current Australian Building Codes and Standards and WH&S Law;
- (d) ensure they are conducted expeditiously with a minimum of disruption;
- (e) ensure they are conducted in a proper and workmanlike manner;
- (f) effect and maintain the Insurances;
- (g) preserve the structural, fire and waterproofing integrity of the Building;
- (h) protect all affected areas of the Building from damage;
- (i) not store any items on or otherwise use or obstruct any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation;
- (j) ensure that the Works are carried out between the hours of 8:00am and 4:00pm, Mondays – Fridays (public holidays excepted) or as otherwise may be permitted in writing by the Strata Committee; and
- (k) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall provide to the Strata Committee and any Authority access to inspect the Lot within twenty-four (24) hours of any reasonable request from time to time to assess compliance with this by-law and the matters listed in Clause 4.2 and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable and Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner, subject to by-law 19, exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.



4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their use, maintenance, repair or replacement or the requirements of any Authority for or in respect of them.

PART 5 BREACH OF THIS BY-LAW

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Strata Committee may, without prejudice to its other rights and remedies:

- (a) enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation); and
- (b) recover as a debt the costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

PART 6 APPLICABILITY

This by-law binds and enures to the benefit of any and all future owners of the Lot.

Annexure "A" Consent

The Registrar General
Land & Property Management Authority
Land & Property Information
1 Prince Albert Road
SYDNEY NSW 2000



Dear Registrar

STRATA SCHEME SP 7114

MANLY NATIONAL

22 Central Avenue MANLY NSW 2095

**BY-LAW FOR EXCLUSIVE USE AND WORKS (LOT 180) –
SPECIAL BY-LAW NO ...**

**CONSENT PURSUANT TO SECTIONS 52 & 65A(4) of the *Strata
Schemes Management Act, 1996* (NSW)**

I, the undersigned director and secretary of **SAMILOU PTY LTD ACN
603 393 942** (the “**Company**”) the registered proprietor of Lot 180 in
SP 7114 / SP 13245 hereby acknowledge and expressly and
irrevocably consent for and on behalf of the Company:

1. to the **MAKING of Special By-law No 64** proposed to be made
at the annual/extraordinary general meeting on 25 July 2016 or
at any adjournment of that meeting and the conferring or
imposition on me of the ongoing responsibility to repair and
maintain the works carried out by me and any affected common
property and to pay the Compensation;
2. to **PAYING** the Owners Corporation's costs in the preparation
and registration of Special By-law No ... (including legal and
strata management and other experts' costs);
3. to **PAYING** the Owners Corporation's agreed costs of cutting and
re-connecting the electricity supply to lots 177 and 178 to
facilitate my works at my request;
4. to **PAYING** the Owners Corporation's agreed costs of cutting and
removing the intercom system from my Lot (at my request) and
to return same to the Owners Corporation; and
5. to **PAYING** the Owners Corporation's reasonable costs for the
lowering of the four (4) fire control sprinkler nozzles within the
subject Lot,

all such payments to be made within seven (7) days of the Owners
Corporation's demand.



Dated: 2016

SAMILOU PTY LTD ACN 603 393 942 agrees to the above

Executed by the above Company in accordance with the provisions of
Section 127 of *The Corporations Act, 2001* (Cth)

PHILLIP RAYMOND NOLAN, Sole Director & Secretary

Cc: *The Secretary*
The Owners – Strata Plan No. 7114
c/- Premium Strata

**51 SPECIAL BY-LAW 51 – BY-LAW FOR DELEGATION TO
STRATA COMMITTEE TO APPROVE MINOR
RENOVATIONS**

For the purposes of the management, administration, control, use or enjoyment of the lots or the common property and lots of a strata scheme, this additional by-law specifically permits the Owners Corporation to delegate its functions under Section 110(6) of the *Strata Schemes Management Act 2015* (NSW) (the “**Act**”) to the strata committee. For clarity, this by-law permits the strata committee to approve “minor renovations” as defined in the Act.

**52 SPECIAL BY-LAW 52 – E-VOTING AT THE OWNERS
CORPORATION’S GENERAL MEETINGS**

Pursuant to Clause 28(2)(a) of Schedule 1 of the *Strata Schemes Management Act, 2015* (NSW) and Regulation 14(1)(a) of the *Strata Schemes Management Regulation, 2016* (NSW) the owners corporation adopts voting by owners by means of email or other electronic means while participating in a general meeting of the owners corporation from a remote location.

**53 SPECIAL BY-LAW 53 – E-VOTING BEFORE THE OWNERS
CORPORATION’S GENERAL MEETINGS**



Pursuant to Clause 28(2)(a) of Schedule 1 of the *Strata Schemes Management Act, 2015* (NSW) and Regulation 14(1)(b) of the *Strata Schemes Management Regulation, 2016* (NSW) the owners corporation adopts voting by owners by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the owners corporation ("pre-meeting electronic voting").

54 SPECIAL BY-LAW 54 – COMMON PROPERTY RIGHTS BY-LAW (ALL LOTS)

1. Introduction

1.1 This is a common property rights by-law made under Division 3 of Part 7 of the Act.

1.2 The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the common property to carry out and to keep the Works carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) “**Act**” means the *Strata Schemes Management Act, 2015* (NSW).
- (b) “**Building**” means the building(s) situated 22 Central Avenue MANLY NSW 2095.
- (c) “**Building Manager**” means the building manager appointed for the Building.
- (d) “**Claims**” means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other



consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.

- (e) **“Conditions”** means the conditions specified in Clause 4.
- (f) **“Lot”** means the lots in the Strata Scheme on the downstairs of the split level.
- (g) **“Magnetic Light”** means the magnetic light permitted to be installed under this by-law and which:
 - (I) may only be purchased from the Building Manager (or some other supplier if approved by the Strata Committee);
 - (II) has dimensions of 190x30mm – 0.0057sqm (or other dimensions as may be approved by the Strata Committee); and
 - (III) must only be installed upon/affixed to the external common property door frame above the front entrance door of the Lot.
- (h) **“Owner”** means the owner of the Lot.
- (i) **“Owners Corporation”** means the owners corporation created on registration of the Strata Scheme.
- (j) **“Strata Scheme”** means the strata scheme created upon registration of strata plan no 7114.
- (k) **“WH & S Law”** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2011* (NSW).
- (l) **“Works”** means the works to be carried out to the common property for and in connection with the Magnetic Light and the making good of common property damaged by the above works (if any) and the repair, maintenance and replacement, and/or removal, if necessary, of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this



- by-law includes their successors and permitted assigns;
- (f) the use of the word “includes” or “including” is not to be taken as limiting the meaning of the words preceding it;
 - (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
 - (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
 - (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
 - (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency; and
 - (k) reference to Works includes, where relevant, any ancillary equipment (including transformers), batteries, fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such batteries, ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to install and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works

Before installing the Works, the Owner shall, at its own cost, give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document attached at **Annexure “A”**.



4.2 Compliant Works

The Works must, and without derogating from the generality of the other provisions of this by-law be kept clean and tidy.

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (b) ensure compliance with the requirements of the strata committee;
- (c) ensure compliance with the current Australian Building Codes and Standards and WH & S Law, where necessary; and
- (d) ensure they are conducted expeditiously with a minimum of disruption.

4.4 Owner liable & Ownership

The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.

4.5 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their use, maintenance, repair or replacement or the requirements of any governmental authority for or in respect of them.

5 Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of



the Owners Corporation incurred in recovering those amounts.

6 Applicability

This by-law binds and enures to the benefit of any and all future owners of the Lot.

Annexure "A" **FORM OF CONSENT**

The Registrar General
Land & Property Management Authority
Land & Property Information
1 Prince Albert Road
SYDNEY NSW 2000

Dear Registrar

**SPECIAL BY-LAW NO ... | COMMON PROPERTY RIGHTS BY-LAW
(ALL LOTS)
STRATA SCHEME SP7114
22 Central Avenue MANLY NSW 2095
CONSENT PURSUANT TO SECTIONS 143(1) & 108(5) of the *Strata
Schemes Management Act, 2015 (NSW)***

I/we,, the Owner(s) of Lot .../SP7114 hereby consent to the making of Special By-law No ... proposed to be made at the annual/extraordinary general meeting on2017 or at any adjournment of that meeting and the conferring or imposition on me/us of the ongoing responsibility to repair and maintain the works for the installation of a magnetic light as more particularly described and on the specific terms and conditions set out in Special By-law No....

Dated:

.....
Signature of Owner of Lot ...

Cc: *The Secretary*
The Owners – Strata Plan No 7114



55 SPECIAL BY-LAW 55 – COMMON PROPERTY RIGHTS BY-LAW (LOTS 173-176)

1. Introduction

1.1 This is a common property rights by-law to:

- (a) GRANT the Owner exclusive use of the Exclusive Use Areas and special privileges in respect of the specified part of the common property to carry out and to keep the Works to be carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **“Authority”** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **“Building”** means the building(s) known as Manly National situated at 22 Central Avenue MANLY NSW 2095.
- (d) **“Building Manager”** means the building manager appointed for the Building.
- (e) **“Claims”** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works (including nuisance, noise or other disturbance caused by them) which may be claimed against the Owners Corporation.
- (f) **“Conditions”** means the conditions specified in Clause 4.



- (g) **“Exclusive Use Areas”** means those specific parts of the common property occupied by any part of the Works.
- (h) **“Insurances”** means:
 - (i) Insurance incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers’ compensation insurance where required;
 - (iii) Insurance under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (i) **“Lot”** means lots 173 – 176 inclusive in the Strata Scheme.
- (j) **“Office Fit-Out Works”** means the full strip-out and office fit-out of the Lot including the removal of all floor coverings, polishing of the common property concrete floor slab, removal of existing ceilings, core penetrations, bathroom and kitchen renovations, removal of the western masonry corridor wall and substitution with floor to ceiling glass wall in lieu thereof, the creation of three (3) air-intake openings in the eastern façade of Lots 174 – 176, relocation of mechanical and other works as set out in the Scope of Works.
- (k) **“Owner”** means the owner(s) of the Lot.
- (l) **“Owners Corporation”** means the owners corporation created on registration of the Strata Scheme.
- (m) **“Scope of Works”** means a scope of works outlining the Works in detail.
- (n) **“Strata Scheme”** means the strata scheme created upon registration of strata plan no 7114.
- (o) **“WH & S Law”** means any work, health and safety law including the *Work Health and Safety Act, 2011* (NSW) and the *Work Health and Safety Regulation, 2011* (NSW).
- (p) **“Works”** means the works to be carried out to Lot and common property for and in connection with the improvements and modifications to the Lot for the Office Fit-Out Works together with the application of effective waterproofing as required and the repair, maintenance and replacement, if necessary, and/or removal of the above works together with the making good of lot and common property (including the Lot) affected or damaged by any of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation



- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme; and
- (l) reference to Works includes, where relevant, any ancillary equipment (including transformers), fittings, conduits and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, conduits and componentry.

3. Grant of special privileges

The Owner shall have the rights to exclusive use of the Exclusive Use Areas and the special privilege in respect of the common property to carry out and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Prior to commencement of the Works



Before commencing the Works, the Owner shall, at its own cost:

- (a) **(provide information)** provide to the Owners Corporation:
 - (i) the Scope of Works;
 - (ii) plans and diagrams depicting the location of all parts of the Works including the location of any proposed core holes/slab or wall penetrations/openings; and
 - (iii) detailed information providing proposed specifications, method of installation (including for waterproofing), and, where relevant, the type, colour, style and size of the Works;
- (b) **(obtain written authorisation)** obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee having regard to the terms of this by-law, is expressly authorised to give such authorisation;
- (c) **(give consent)** give its written consent to the making of this by-law and to the repair and maintenance responsibilities imposed or conferred by this by-law in terms of the document which may be attached at **Annexure "A"**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (f) **(give notice)** give written notice to all occupiers at the Strata Scheme of the dates and times of its intended Works approved under this by-law; and
- (g) **(costs)** pay all the costs of the Owners Corporation including:
 - (i) reasonable professional fees required to properly consider and approve the Works including legal and strata management and other experts' fees; and
 - (ii) registration fees for the registration of this by-law and the preparation of the consolidated by-laws for the strata scheme required in connection therewith.

4.2 Compliant Works

The Works must at the Owner's cost, and without derogating from the generality of the other provisions of this by-law:

- (a) **(appearance & amenity)** be and remain in keeping with the appearance and amenity of the Building, in the opinion of the Owners Corporation;
- (b) **(utilities)** have any utilities or other services required to operate the Works connected to the respective Lot's supply or account;



- (c) **(not be unsightly)** in case of pipes or any other Works, not be unsightly;
- (d) **(no nuisance)** not cause any nuisance, noise or other disturbance to an owner or occupier of another lot in the Strata Scheme or to any neighbouring property and the Owner shall ensure that the Works do not cause water escape or water penetration to lot or common property (including the Lot);
- (e) **(certification)** have fire, structural and waterproofing and/or other certification as required by the Owners Corporation;
- (f) **(Authority's requirements)** have any approval, certification (including complying development and occupation certificate) or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation;
- (g) **(clean and tidy)** be kept clean and tidy;
- (h) **(door openings)** ensure that any swinging doors installed on the boundaries of the Lot open inwards to the internal area of the Lot (and not into/onto any common property areas); and
- (i) **(compliance with other by-laws applicable to the Strata Scheme)** carry out the Works in compliance with the other by-laws applicable to the Strata Scheme, including, by-law 14 "floor coverings" and special by-law 25 "lot owners works".

4.3 Installation, repairs & maintenance

The Owner, when carrying out, effecting or removing the Works (including, for clarity, its repair and maintenance and other obligations under this by-law), shall:

- (a) ensure the Works are carried out to "best practice" standards;
- (b) use duly licensed and insured employees, contractors and/or agents, where necessary;
- (c) ensure compliance with the requirements of any Authority and/or the Owners Corporation and ensure that the Works are carried out as and when required or when directed by the Building Manager from time to time;
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building and provide expert certification thereof as requested by the Owners Corporation;



- (i) protect all affected areas of the Building from damage including protecting the lift with drop sheets. All transported materials to be effectively supervised. Occupiers to be given lift use priority;
- (j) work within the hours of 7:30am – 5:00pm (Sundays and public holidays excepted);
- (k) leave the common property clean and tidy on a daily basis;
- (l) not store any items on or otherwise use any area of the common property or other lot property except as may be permitted by this by-law or in writing by the Owners Corporation; and
- (m) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Access

The Owner shall provide to the Owners Corporation or its nominated representative(s) and any Authority access to inspect the Lot within twenty-four (24) hours of any request from time to time to assess compliance with this by-law and/or for the purposes of carrying out repair, maintenance, certification or registration of the common property that may adjoin the Works.

4.5 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.6 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their respective use, maintenance, repair or replacement or the requirements of clause 4.7 and/or any Authority for or in respect of them.

4.7 Reinstatement of inter-tenancy walls

The Owner acknowledges and agrees that the Owners Corporation shall not be responsible to install or reinstate any inter-tenancy walls of the Lot which shall be at the sole cost and responsibility of the Owner.



5. Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies demand cessation of the Works and/or enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

6. Applicability

This by-law binds and ensures to the benefit of any and all future owners of the Lot.

Annexure "A"
FORM OF CONSENT

The Registrar General
Land & Property Management Authority
Land & Property Information
1 Prince Albert Road
SYDNEY NSW 2000

Dear Registrar

SPECIAL BY-LAW NO ... | COMMON PROPERTY RIGHTS BY-LAW
(LOTS 173 – 176 inclusive)
STRATA SCHEME SP7114
22 Central Avenue MANLY NSW 2095
CONSENT PURSUANT TO SECTIONS 143(1) & 108(5) of the *Strata Schemes Management Act*, 2015 (NSW)

We, the undersigned director(s) and/or secretary(s) of **JLSM INVESTMENTS PTY LTD ACN 618 818 581** (the "**Company**") the registered proprietor of Lots 173 – 176 inclusive in SP7114 hereby acknowledge and expressly and irrevocably consent for and on behalf of the Company to the:

1. **MAKING of Special By-law No ...** proposed to be made at the extraordinary general meeting on..... or at any adjournment of that meeting and the conferring or imposition on the Company of the ongoing responsibility to repair and



- maintain the extensive office fit-out proposed to Lots 173-176 on the terms and conditions set out in Special By-law No ...;
2. **PAYMENT OF** the Owners Corporation's costs in the preparation, consideration and registration of the works and Special By-law No ... (including legal and strata management and other experts' costs); and
 3. **UNDERTAKING** in respect of the Reinstatement Works.

Dated: 2017

JLSM INVESTMENTS PTY LTD ACN 618 818 581 agrees to the above

Executed by the above company in accordance with the provisions of Section 127 of *The Corporations Act, 2001* (Cth)

....., Director/Secretary

....., Director/Secretary

*cc: The Secretary, The Owners – Strata Plan No 7114
c/- Premium Strata Pty Ltd
Suite 404 | Level 4 | 64 – 76 Kippax Street
SURRY HILLS NSW 2010*

56 Special By-law 56 – Mobility Scooters

Explanatory Note:

This by-law is to conditionally permit the standing/parking/storage of mobility scooters for bona fide mobility impaired or elderly residents at Manly National Building.

1. In this by-law:

- (a) **“Mobility Scooters”** means a motorised wheelchair(s) or mobility aid(s) with two or more wheels having a top speed of 10km/h on level ground as approved by the Strata Committee and



- expressly excludes a wheeled recreational device such as a motor scooter, pram, stroller, trolley or any other motor-assisted machine.
- (b) **"Owners Corporation"** means The Owners – Strata Plan No. 7114.
 - (c) **"Strata Committee"** means any of the strata committee of the Owners Corporation, the building manager or the strata manager for the scheme.
2. For the purposes of the management, administration, control, use or enjoyment of the lots or the common property and lots of a strata scheme, this by-law permits storage of Mobility Scooters at any time when not in use upon areas of the common property as designated as such by the building manager and charging them from the Owners Corporation power supply (from electric power points on the common property as directed by the Strata Committee).
 3. Prior to storing a Mobility Scooter as contemplated by this by-law, an Owner or occupier must first make application to the Strata Committee and provide evidence satisfactory to the Strata Committee of the Owner's or occupier's need for a Mobility Scooter including a medical certificate from a Medical Board of Australia registered medical practitioner and such other evidence as reasonably required by the Strata Committee.
 4. The Owners Corporation accepts no responsibility for Mobility Scooters used, stored or charged as permitted by Clause 1 above (or otherwise) and Owners and occupiers using, storing or charging Mobility Scooters indemnify and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Mobility Scooters or their respective use, storage, loss, theft, damage or destruction in whole or in part and the relevant Owners and occupiers shall be responsible to insure their respective Mobility Scooters.
 5. Mobility Scooters are the responsibility of the respective Owners and occupiers. For the avoidance of doubt, Owners and occupiers shall be responsible to effect and maintain proper insurances with an insurer approved by and in an amount as designated by the Strata Committee in respect of their Mobility Scooters. Owners and occupiers shall be required to produce evidence of such proper insurances and certificates of currency on demand,



as and when required, from time to time, by the Strata Committee.

6. For the purposes of this by-law, **"Claims"** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Mobility Scooters which may be claimed against the Owners Corporation.



Special by-law 57
Master Key

PART 1
DEFINITIONS AND INTERPRETATION

1.1 In this by-law:

- (a) Approved Locksmith means the locksmith approved or authorised by the Owners Corporation or the Strata Committee.
- (b) Building Manager means a person or corporation appointed by the Owners Corporation as either a caretaker or onsite manager or some other person appointed for the purpose by the Owners Corporation.
- (c) Lot means a residential lot in strata plan 7114 and strata plan 13245.
- (d) Master Key means a master key provided by the Approved Locksmith which can provide access to all Lots within the scheme.
- (e) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 7114.
- (f) Strata Committee means the Strata committee of strata plan 7114.
- (g) Strata Managing Agent means the strata managing agent of strata plan no. 7114 from time to time.

1.2 In this by-law a word which denotes:

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

PART 2
RIGHTS AND OBLIGATIONS REGARDING THE MASTER KEY SYSTEM

- 2.1** The Owners Corporation or the Strata Committee can issue a Master Key to the Building Manager or the Strata Managing Agent.
- 2.2** The Owners Corporation or the Strata Committee can issue a Master Key to the Ambulance Service of NSW, the NSW Police Force or the NSW Fire Brigade to be used in the case of an emergency.
- 2.3** The Owners Corporation or Strata Committee can enter into an agreement with the Building Manager or the Strata Managing Agent which provides that:
 - (a) the Owners Corporation or Strata Committee must engage the Approved Locksmith to produce one Master Key that will provide access to all Lots within the scheme by way of the common property front door lock on each Lot;
 - (b) the Master Key must remain in the possession or control of the Building Manager or Strata Managing Agent at all times;
 - (c) subsequent copies of a Master Key can only be made with the approval of the Owners



Corporation or Strata Committee by an Approved Locksmith;

- (d) the Building Manager or the Strata Managing Agent must keep the Master Key in a secure place;
- (e) the Building Manager or the Strata Managing Agent who has been issued with a Master Key must notify the owner of the Lot of the use of the Master Key within 24 hours of entry into the Lot;
- (f) should either the Building Manager or Strata Managing Agent lose the Master Key the Building Manager or Strata Managing Agent who has lost the Master Key must advise the Owners Corporation or Strata Committee within twenty-four (24) hours;
- (g) It is not permitted to fit to a residential lot common property front door an additional lock or device which would prevent access to the lot in an emergency through use of the master key.

PART 3 NON-RESIDENTIAL LOTS

Part 2 of this by-law applies to residential lots (see 1.1 (c) above). Non-residential lot owners of commercial lots, level 10 SP 7114 (SP 13245) (office level 5), and retail lots, level 1 SP 7114 (SP 13245) (ground floor retail lots), may in writing request the Building Manager and/or the Strata Managing Agent to retain a key that allows access to that lot owner's lot for use by the Building Manager or Strata Managing Agent in an emergency or otherwise with the oral or written consent of the lot owner or lot owner's tenant.

PART 4 OWNERS CORPORATION'S COSTS

- 4.1 If a lot-owner or their tenant has fitted to a residential lot common property front door a lock or device that is not accessible by the Scheme's master key or if an owner of a commercial or retail lot has not provided a key for access to the lot in an emergency then that lot owner is obliged to reimburse the Owners Corporation for the cost of gaining access to a lot in an emergency, including but not limited to the cost of replacing an Owners Corporation front door to the lot, damaged front door hardware, including lock, handle, door-closer, hinges, door jamb, common property wall(s) and the like.
- 4.2 Any reimbursement due to the Owners Corporation pursuant to this by-law will be added to the lot-owner's strata levy account by the Strata Managing Agent upon the request of the Strata Committee, the Building Manager, or the Strata Managing Agent.

Special By-law 58

Weather proof covering over on-title and common property car parking spaces.

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) Authority means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) Building Manager means a person or corporation appointed by the Owners Corporation as a building manager under section 67 of the Act, caretaker or on site manager or some other person appointed for the purpose by the Owners Corporation.
- (c) Insurance means:

A handwritten signature in dark ink, consisting of a stylized, cursive letter 'D'.



- (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
- (ii) insurance required under the Home Building Act 1989, which if permissible by the insurer must note the Owners Corporation as an interested party; and
- (iii) workers compensation insurance as required by law.
- (d) Lots means lots 122, 123, 126, 127, 130, 131, 134, 135, 146, 147, 150, 151, 154, 155, 158 and 159 in Strata Plan No. 13245 being a strata subdivision of Strata Plan No. 7114 and Lot means any one of those lots as is applicable in the circumstance.
- (e) Owners means the owner of the Lots from time to time and Owner means the Owner of a particular lot as is applicable in the circumstance.
- (f) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 7114.
- (g) Car Awning means:
 - (i) a fixed steel-framed structure covered by a weatherproof PVC fabric awning (approx. 200SQM) above the ten Lot car park spaces on the southern end of Level 9, in accordance with the quote and engineering drawings prepared by Abacus Shade Structures and the engineering report and update prepared by James Taylor and Associates that may be inspected at the Owners Corporation's website (www.manlynational.com). Attached to this by-law and marked "Annexure B" is a copy of the Abacus quote dated 30 January 2020 or
 - (ii) a fixed steel-framed structure covered by a weatherproof PVC fabric awning (approx. 200SQM) above the six Lot car park spaces on the northern end of Level 9, in accordance with the quote and engineering drawings prepared by Abacus Shade Structures and the engineering report and update prepared by James Taylor and Associates that may be inspected at the Owners Corporation's website (www.manlynational.com). Attached to this by-law and marked "Annexure B" is a copy of the Abacus quote dated 30 January 2020 as is applicable in the context.
- (h) Lot Works means each owner's respective works within the boundaries of the Owner's Lot parking space, supplied by the Owner's Corporation to effect the installation of the Car Awning.
- (i) Owners Corporation Works means the common property works beyond the boundaries of the Owners' Lot parking space located on Level 9, supplied by the Owners Corporation to effect the installation of the Car Awning.
- (j) Registered Motor Vehicle (RMV) means a car, van, ute, 4WD, motor cycle, trail bike or truck that fits within one (1) car space allowing adequate room to open doors, with a maximum height of 195cm, that has current registration. Trailers, caravans and the like that are not self-propelled under their own power are not included and are not to be parked within the Scheme's car parking facilities.
- (k) Strata Committee means the strata committee appointed by the Owners Corporation from time to time in accordance with the Strata Schemes Management Act 2015.
- (l) Strata Manager means the person or entity appointed under the Strata Schemes Management Act 2015 to manage the business and maintain the records of the Owners Corporation.
- (m) Exclusive Use Area means each Owner's respective common property areas contiguous to



their Lot reasonably required to accommodate their respective Lot Works.

1.2 In this by-law a word which denotes:

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

PART 2 GRANT OF RIGHT

- 2.1 Each Owner is authorised to add to, alter and erect new structures on the common property to carry out their respective Lot Works, subject to those Lot Works being delegated solely to and to be undertaken by the Owners Corporation on behalf of each Owner pursuant to section 117 of the Act.
- 2.2 The Owners Corporation is authorised to add to, alter and erect new structures on the common property to carry out the Owners Corporation Works.
- 2.3 Subject to Part 3.3 of this by-law, each Owner has the exclusive use of their respective Exclusive Use Area.

PART 3 CONDITIONS

PART 3.1 Before commencement

- 3.1 Before commencement of the Lot Works and the Owners Corporation Works, the Owners Corporation must:
 - (a) obtain all necessary approvals from any Authorities;
 - (b) effect and maintain Insurance for the duration of the Lot Works and Owners Corporation Works being carried out; and
 - (c) ensure that this by-law is registered in accordance with section 141 of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

PART 3.2 After construction

- 3.2 After the Lot Works and the Owners Corporation Works have been completed the Owners Corporation must:
 - (a) obtain a copy of any certificate or certification required by an Authority to certify the Car Awning; and
 - (b) effect and maintain insurance for the Lot Works and Owners Corporation Works, including coverage for any damage or loss caused by car accident or storm event, with costs of effecting and maintaining such insurance in relation to Lot Works to be apportioned in equal shares between the owners of the Lots.

PART 3.3 Maintenance of Lot Property Works



3.3 Each Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from their respective Lot Works at their costs but to be undertaken only by the Owners Corporation on their behalf pursuant to section 117 of the Act;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, their respective Lot Works and their respective Exclusive Use Area at their costs but to be undertaken only by the Owners Corporation on their behalf pursuant to section 117 of the Act;
- (c) must renew, remove or replace their respective Lot Works when necessary or when reasonably required by the Owners Corporation or Strata Committee at their costs but to be undertaken only by the Owners Corporation on their behalf pursuant to section 117 of the Act;
- (d) must make good any damage to lot or common property arising out of their respective Lot Works at their costs but to only be undertaken by the Owners Corporation on their behalf pursuant to section 117 of the Act;
- (e) must not modify, hang or affix anything to their respective Lot Works without the prior written approval of the Strata Committee;
- (f) must indemnify the Owners Corporation against any costs or losses arising out of their respective Lot Works to the extent permitted by law at their costs;
- (g) must severally indemnify the Owners Corporation against any damage to the Lot Works arising from the actions of that Owner or their agent or invitee; and
- (h) for an abundance of clarity, must not undertake any works to their respective Exclusive Use Area without the prior written approval of the Strata Committee.

PART 3.4 Maintenance of Owners Corporation Works

3.4 Each Owner:

- (a) is severally responsible in equal shares with each other Owner for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Owners Corporation Works at their costs but to be undertaken solely by the Owners Corporation on their behalf pursuant to section 117 of the Act;
- (b) is severally responsible in equal shares with each other Owner for the proper maintenance of, and keeping in a state of good and serviceable repair, the Owners Corporation Works at their costs but to be undertaken solely by the Owners Corporation on their behalf pursuant to section 117 of the Act;
- (c) must severally contribute in equal shares with each other Owner for the renewal or replacement of the Owners Corporation Works when necessary or when reasonably required by the Owners Corporation at their costs but to be undertaken by the Owners Corporation on their behalf pursuant to section 117 of the Act;
- (d) must severally contribute in equal shares with each other Owner to the cost to make good any damage to lot or common property arising out of the Owners Corporation Works at their costs but to be undertaken solely by the Owners Corporation on their behalf pursuant to section 117 of the Act;
- (e) must severally indemnify the Owners Corporation against any costs or losses arising out of the Owners Corporation Works to the extent permitted by law at their costs; and



- (f) must indemnify the Owners Corporation against any damage to the Owners Corporation Works arising from the actions of that Owner or their agent or invitee.

PART 3.5 Access

- 3.5 Each Owner must provide the Owners Corporation and Building Manager with access to their respective Exclusive Use Area:
 - (a) in an emergency; and
 - (b) if access is required in circumstances other than an emergency, following the reasonable notice of the Owners Corporation,
- in accordance with section 122 of the Act.

PART 3.6 Costs

- 3.6.1 For clarity any sum payable by an Owner pursuant to Part 3.3 and Part 3.4 of this by-law is payable by the Owner within 21 days of receipt of notification of the debt from the Owners Corporation, acting reasonably.
- 3.6.2 Each Owner must pay the Owners Corporation's costs (including legal and engineering costs) in drafting, making and registering this by-law, in equal shares.
- 3.6.3 If any sum payable by an Owner is not paid within 21 days of receipt of notification of the debt from the Owners Corporation, the Owners Corporation may recover the debt plus interest set at the Reserve Bank of Australia cash rate + 2% per annum, to the extent permitted by law.

"Annexure B"



ABACUS SHADE STRUCTURES

Hytech Plastics Pty Ltd ABN 17 050 562 402
 14 Pullman Place EMU PLAINS NSW 2750
 Ph 4735 4800 or 9831 1218
info@shadesails.net



Quote date: 30 January 2020

QUOTATION 4

To	Clive Jones	Client Company	Manly National
Project Name and Address	22 Central Ave, Manly.	Email	cjo36861@bigpond.net.au
Phone		Mobile	

We are pleased to formalise our quotation for shade structure work:

SECTION 1 - QUOTATION 4 - All Areas 1,2 & 3

Project Scope

Client expectation

To build shade structures providing rain protection, shade coverage and to reduce damage from birds to vehicles on rooftop carpark in Manly.

Design

Areas 1 & 2

Barrel Vault Structure Design

Barrel Vault Structures span large distances.
 Steel frame and PVC membrane roof construction.

Steel

Posts are round CHS steel.
 Posts bolted onto existing carpark concrete slab
 The structure will have straight overhead rafters.
 Braced with steel spreader bars and knee braces.
 Final steel sizes are based on engineering for the structures.

PVC

Waterproof fabric is tensioned over frame.
 Fabric with 15-year UV warranty is offered. PVC fabric is translucent, heat reflective, self-cleaning and anti-wicking.
 Fabric has achieved effective fire test results from Australia and/or country of origin

Area 3

Cantilevered Carpark Structures

Distinctive feature of cantilevered structures is posts are located to one side only, giving clear access to three sides.
 Steel frame and PVC membrane roof construction.

Steel

Posts are round CHS steel.
 Posts bolted onto existing carpark concrete slab
 The structures will have straight overhead rafters.

Abacus Shade Structures

02 4735 4800

11/2/2020



BANNERMANS
 ARCHITECTS

Braced with steel spreader bars and kneebraces.
 Final steel sizes are based on engineering for the structure.

PVC

Waterproof fabric is tensioned over frame.
 Fabric with 15-year UV warranty is offered. PVC fabric is translucent, heat reflective, also offer self-cleaning and anti-wicking. Fabric has achieved effective fire test results from Australia and/or country of origin.

Sizes

Approximate size per carpark space is 2.5m x 6m
 Small variations in size will not affect price.

Area 1

10 car park spaces
 Approx 200m²

Area 2

Option 1

10 car park spaces
 Approx 200m²

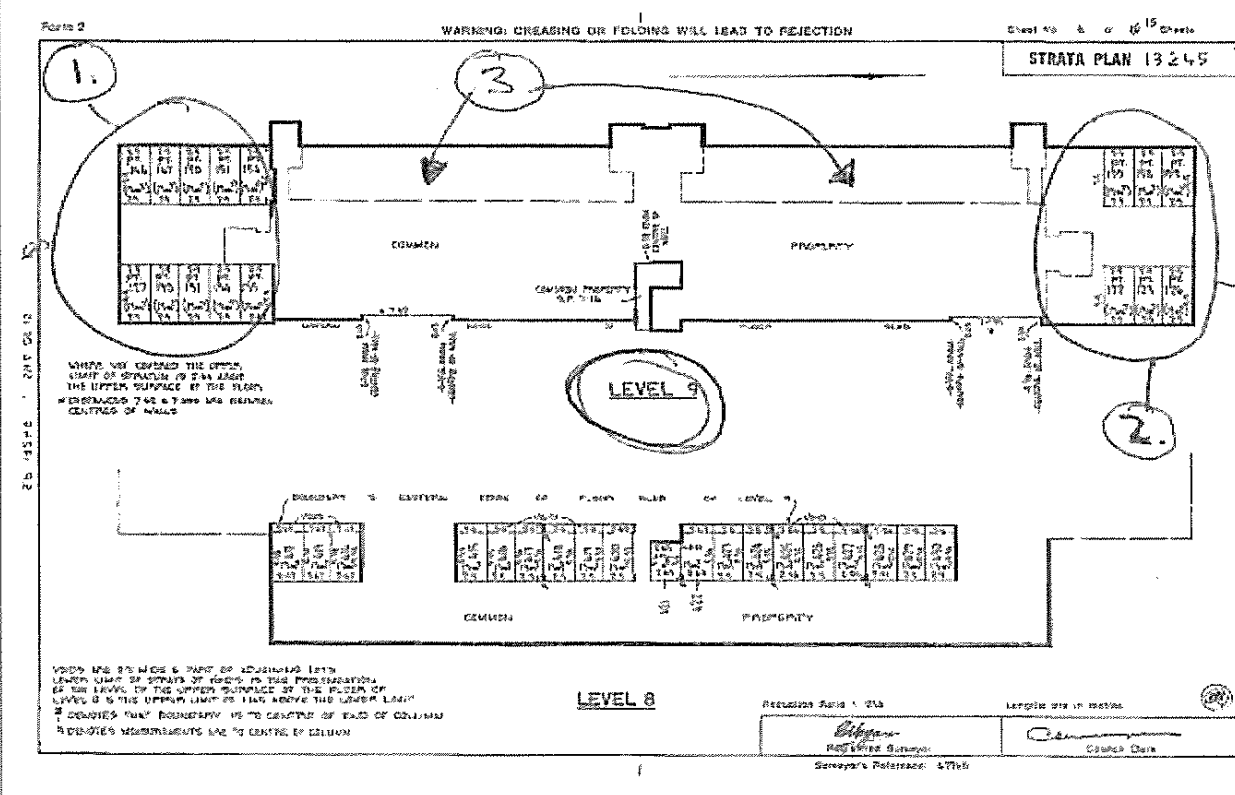
Option 2

4 car park spaces and part of drive area to doorway
 Approx 90m²

Area 3

20 car park spaces made up of two 10 car park bays
 Approx 25m x 6m each structure. Total 300m²

Existing





BANNERMANS
SOLAR

Similar Projects



Figure 1- Cantilevered carpark structure – posts to one side



Figure 2 Cantilevered carpark structure – posts to one side



BANNERMANS
AUSTRALIA

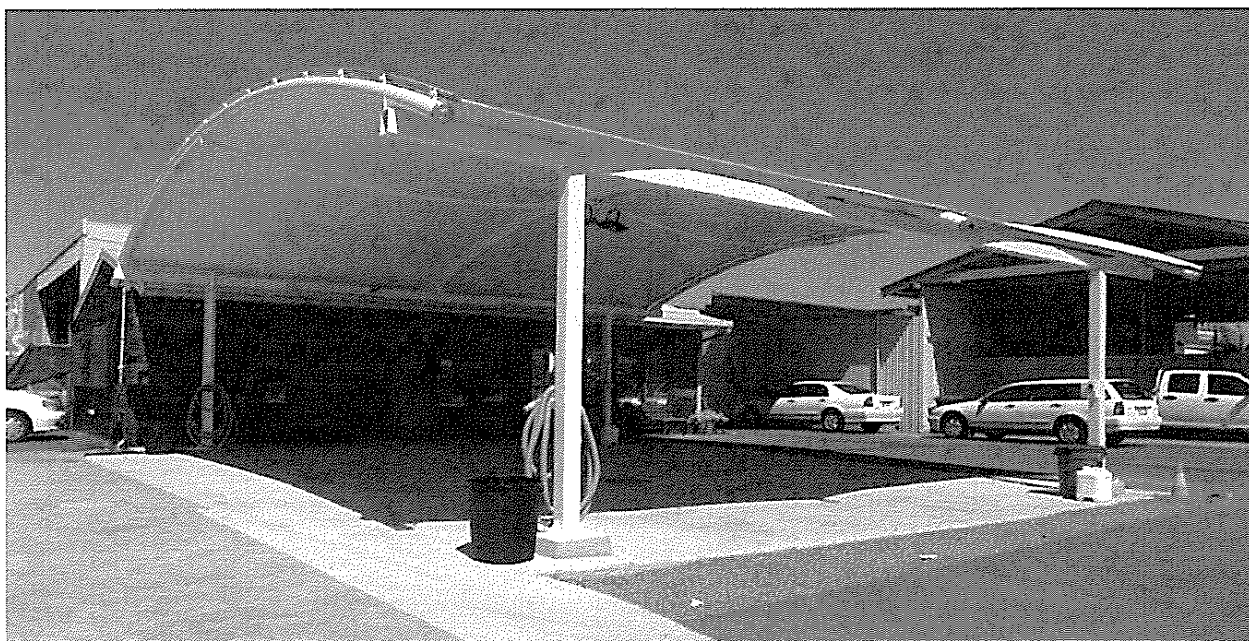


Figure 3- Barrel Vault Structure



Figure 4- Barrel Vault Structure



BANNERMANS
 CONCRETE

Materials & Installation

<p>Fabric</p> <p>Minimum 10 year manufacturer's warranty on any fabric we use. We recommend fabrics tested over time for strength, shade protection, weather resistance, heat reflectivity, fire retardency, colour fastness, elasticity, cleanability and longevity.</p>	<p>Mehlar FR700 N waterproof PVC 15 year UV warranty</p>
<p>Fabric Colour</p> <p>Fabric samples and emails showing colours and fabric specifications are available.</p>	<p>White</p>
<p>Sewing Thread Teflon (PTFE) sewing thread used in shade cloth sails. Warranty on sewing thread is 15 years. Only teflon thread has a warranty. Thread ID patches may be sewn into the sail.</p>	<p>Coats Teflon thread</p>
<p>Steel Treatment</p> <p>For long term rust protection Abacus insists on galvanized post work. Galvanizing occurs after steel fabrication. Factory pre galvanized posts is not suitable if cutting or welding fabrication is to occur on the steel.</p>	<p>Hot dipped galvanizing</p>
<p>Steel Colour</p> <p>A 3 coat hard wearing paint process (Amine-epoxy treatment) occurs over the galvanized surface. Painted in-house in standard colour range from Lacnam, Dulux Duralloy or Colorbond. For environment & health protection this paint process is ISO free ie no lead & non-cancerous</p>	<p>Not Painted</p>
<p>Footings</p> <p>Abacus will grout around base plates and bolts to minimize water penetration and for strength. If waterproofing membrane is required this is to be performed by others.</p>	<p>Bolting to existing concrete slab</p>
<p>Underground Searches. Concrete scan</p>	<p>Not included</p>
<p>Fittings High quality and finish 316 grade stainless steel is used for fittings and stainless steel cabling.</p>	<p>Included</p>
<p>Reinstatement works Reinstatement works using specialist trades are not included in this quote unless identified ie concrete repair, tile replacement, repainting, plumbing, electrical, waterproofing and the like. Abacus may assist with minor re-instatement works as arranged but is not licensed to perform specialist trade work.</p>	<p>Excluded</p>
<p>Gutters. Structures with straight sides can have gutters added into design. Gutters may be powder coated. Shade sails designs with curved sides do not allow gutter inclusion. Downpipes are additional and will not be connected into existing drainage system.</p>	<p>Not included</p>
<p>Digging & Lifting Machinery Digging machine & lifting machine is included. Crane is priced separately if required.</p>	<p>Included</p>
<p>Design, Survey and Engineering.</p> <p>Drawings go through preliminary design, site and shop drawings and final review. Engineering review ensures structural adequacy of design ie on post sizes, footings, fixing method, wind loading & categories.</p> <p>Engineering certification upon completion verifies that your finished structure complies with engineered drawings, Australian Standards & the Building Construction Code.</p>	<p>Preliminary design drawings included</p>



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 CONSTRUCTION

Base Prices

Area 1	\$52,000.00	+ GST	\$5,000.00	=	\$55,000.00
Area 2 Option 1	\$52,000.00		\$5,000.00		\$57,000.00
Area 2 Option 2	\$23,400.00		\$2,340.00		\$25,740.00
Area 3	\$52,500.00		\$5,250.00		\$57,750.00

Options Available

There are services which Abacus Shade Structures offers but are not required on all projects or which the client may wish to arrange themselves. Site specific engineering and final engineering are recommended and both will be required for Council Applications. Abacus can assist with Council approvals. Prices listed below are not included in our quotation unless specified.

GST excluded.

Signed engineering of Preconstruction site drawings. Required for Council Construction certificate. (Per structure)	\$850.00	Temporary Fencing	Excluded.
Signed engineer compliance certificate upon completion. Required for council Occupation Certificate. (per structure)	\$1,100.00	Council – Prepare & submit support documents, applications for DA, CC & OC and council liaison.	Client to arrange

Payment Schedule

In accordance with the Building and Construction Industry Security of Payment Act the following payment schedule is offered for this project. The nature of shade structures work requires a significant level of cost outlay and fabrication work occurs prior to the commencement of on-site works. We issue tax invoices at significant work stages. Payment is required prior to commencing the next stage of work with final balance due upon completion.

Date issued	Invoice No	Amount inc GST	Instalments	Work Progress
			20% Deposit 1	To confirm order, review designs and complete site engineering.
Project delay awaiting council approval to commence construction				
			20% Instalment 2 <u>Offsite work.</u>	Steel ordered. Steel fabrication work commences offsite.
			40% Instalment 3. <u>On site work starts.</u>	On site steelwork commences. Roof fabric ordered & fabrication underway.
			20% Balance 4	Prior to fabric installation
	Total	\$		
Optional items are invoiced separately to the main quoted price.				



SECTION 2 - COMPLIANCE

STA Accreditation.

Abacus Shade Structures is an accredited business member of The Specialised Textiles Association of Australia. To obtain this recognition a company must complete vigorous scrutiny which assesses whether the company operates within legal parameters, follows a professional code of conduct, is licensed, is experienced and works to approved standards.



Building licence details

For consumer protection shade structure installers in NSW must be licensed to work on residential properties.

Two licences are required;

Contractor Licence issued to Hytech Plastics Pty Ltd - Shade Structures and Systems 55227C

Supervisor Licence issued to Eric Moonen - Shade Structures and Systems 13626S.

Don't risk work from unlicensed installers.

Government Regulations

Council

Council applications may apply to your shade structure. In NSW State Environmental Planning Policy provides exempt complying developments for shade structures i.e up to 20sm for residential projects and up to 60sm for child care centre projects.

You may wish to seek advice from your Council. Abacus Shade Structures offers assistance with the preparation of Council Applications. Council approval ensures you have;

- Compliance to building requirements,
- Site specific and final engineering certification,
- Facilitates insurance claims and
- Facilitates selling of the property and
- Peace of mind for quiet enjoyment of your shade structure.

Workcover

Abacus Shade Structures endeavors to comply with NSW Workcover regulations to minimise the risk of accidents, ensure staff are trained adequately, equipment is maintained and uphold high work safety standards. Safe Work Method Statements, insurance currency certificates, management plans, maintenance records etc are available on request.

Subcontractors appointed by Abacus Shade Structures must complete subcontractor statements and show compliance with NSW Workcover.

Abacus ensures that work sites are maintained tidy during and after work completion.



National Construction Code (2015) & Australian Standards

We use materials and undertake work methods which comply with National Construction Code (incorporating the Building Code of Australia [BCA]) and Australian Standards (AS).

Projects will be completed using approved shade sail industry installation methods. There is no one standard for installing and manufacturing fabric shade structures, there are many.

Some standards which may be considered in your project are;

AS/NZ 2311	Painting
AS1170	Structural Design Actions
AS1170.2	Structural Design Actions Part 2 Wind Actions
AS1214	Hot Dipped Galvanizing
AS1379	Concrete Supply
AS1530	Fire tests on building materials including shadecloth and PVC
AS 1554.1	Welding Codes 3600 – Concrete Code
AS1530.2 and AS1530.3	Methods for fire tests on building materials
AS2001.2	Tests for textiles- Bursting forces, tear resistance
AS3600:2009	Concrete Structures
AS3750	Paint for steel structures Part 6
AS 3679.2	Welded sections
AS 3700	Masonry Structures
AS3798	Excavation
AS4100:1998	Steel Structures Code
AS4174 2017	Synthetic Shade cloth.
AS 4100	Materials, construction, fabrication and erection
AS 4305:1996	Minor works contract conditions
AS4312	Galvanizing- Atmospheric Corrosivity
AS 4600	Cold-formed steel
AS 4680	Galvanizing
AS 4685:2014	Playground equipment & surfacing

Manufacture

At Abacus Shade Structures your project goes through a number of fabrication stages. These stages include drawing, steel fabrication, patterning and CDM cutting, welding, sewing and assembly. Fabric is cut with an automated plotter cutter. Overlap welding for PVCs is performed on a high frequency welding machine. Sewing of shade cloths and corner reinforcements is done using straight stitch industrial sewing machines. Welded or sewn hem pockets in the hems allow for the insertion of stainless steel cable for connection to fittings.

Installation.

Experienced and qualified Abacus installation & rigging crews attend site to install the shade structure. They liaise with clients in a professional and courteous manner. They review the project from workshop talks, drawings and on-site communication with the client.

They may use electric tools, work at height, excavate, install concrete footings and use machinery. Workplace health and safety procedure is followed at all stages of installation.



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Underground Services

During excavation on public or private property underground services may be present. If damaged this could result in repair costs, service interruption and most importantly could be a safety risk to excavation workers. We take underground services very seriously.

The client is asked to provide up to date services diagrams to Abacus Shade Structures before work commences. If not supplied Abacus will arrange two searches; 1/ Dial Before You Dig search and 2/ a private basic search whereby gas, data, electricity and water are typically located. A Dial Before You Dig search is compulsory in NSW under the Energy Amendment (Infrastructure Protection) Act 2009. A basic private search will identify services emitting an electrical charge. This search is charged to the client.

Searches are not 100% guaranteed. More extensive searches eg vacuum trenching, sewerage surveys increase the probability of finding services. These are more time consuming and costly. It is up to the client to request and pay for additional searches.

Please refer to our contract for full terms and conditions regarding searches.

Insurance

Workers Compensation	ICare
Public & Property Liability	\$20,000,000
In-Construction Works Insurance	\$ 300,000
Professional Indemnity Insurance	\$ 5,000,000
Plant	\$10,000,000

Warranty

Abacus Shade Structures warrants that

- Work will be done with care and skill and in accordance with the contract.
- That all materials supplied by Abacus Shade Structures will be good and suitable for the purpose for which they are used and that those materials will be new (unless the contract states otherwise).
- That the work will be done in accordance with the law.
- That the work will be done with due diligence and within a reasonable time.
- That the work and any materials used in doing the work will be reasonably fit for the specified purpose.

Sustainability

The benefits of passive cooling and sun protection plus the development of advanced synthetic textiles led to the emergence of the fabric structure industry in the late 1980's. Our industry has a clear role to reduce reliance on energy and protect our environment through sustainable practices.

Light weight structures offer additional sustainability advantages over brick, metal or glass such as;

- Light weight fabrics require less raw materials in their manufacture placing less demand on global energy consumption,
- Indoor passive energy benefits from outdoor sails reduces demands on air conditioners,
- Passive energy benefits from natural lighting, translucency and heat reflection properties of fabrics reducing reliance on artificial lighting.
- Zero operating costs.

At the macro scale water based coatings on fabric, re-use of waste product pastes and gases and recycling of old shade structure fabrics is the emerging future of synthetic fabrics.

On a small-scale we are making a difference. At Abacus Shade Structures we practice workplace sustainability with

- An environmental care policy.
- Waste reduction by converting waste into smaller items such as i.e. bags & steel bollards;
- Software which provides economical cutting of fabrics,
- Regularly maintaining vehicles and machinery,
- Use of LPG fuel,
- In the office - openable windows; duplex paper copying, paper and print cartridge recycling;
- Energy efficient LED lighting and
- Solar panels for electricity generation.

We do care about the world we will leave to the next generation.

Maintenance

Maintenance is recommended for your new structure to ensure it looks good, remains sound, and repairs are managed. This can be done by undertaking a regular maintenance program or arranging a service call. A maintenance brochure is available on request.

Acceptance of Quotation

This quotation supersedes any verbal discussions, emails or implied project parameters. This quote is valid for 3 months.

If you wish to proceed with a purchase order please contact the office on 02 4735 4800 or orders@shadesails.net. The office will gladly assist you in getting your project underway.

All orders will need a purchase order, a deposit and a signed copy of our Contract detailing our full terms and conditions.

Thank you for the opportunity to quote on your project. We look forward to assisting with your shade structure requirements.

Eric Moonen

Reviewed BM 30/1/20



SECTION 3. TERMS & CONDITIONS OF OFFER

A. TRADING TERMS

1. A deposit of 30% (commercial) or 10% (domestic) is payable upon written acceptance of this contract.
 2. A progress payment schedule is payable at significant stages and breakdown is generally outlined in our quotation.
 3. We will issue tax invoices for payment claims at significant work stages. Payment of each claim is required prior to commencing the next stage of work and the balance is due upon completion.
 4. The nature of shade structure work requires a significant level of cost outlay and fabrication prior to the commencement of on-site works. Instalment payment requests may be made for off-site work.
 5. The quoted price is in Australian dollars and is valid for three calendar months.
 6. The GST collected and payable to the Australian Government is to be identified.
 7. All variations to original contract price stated above shall be in writing by Hytech Plastics Pty Ltd and approved in writing by the client. The project may be delayed until variations are resolved. The price of extra work, which includes GST, will be added to the Contract Price.
 8. Payments are due within 7 days of invoice.
 9. Tax Invoices are payment claims under the Building & Construction Industry Security of Payment Act..
 10. Retentions will not exceed 5% after project completion with balance payable after defects liability period, after which time collection costs will apply.
 11. All goods remain the property of Hytech Plastics Pty Ltd until paid for in full. As stated on invoice.
 12. We have the right to enter premises to remove any raw materials, goods or installed structures supplied by Hytech Plastics Pty Ltd if payment is not received within the agreed period.
 13. Collection costs will be incurred and calculated at a rate of 20% per annum or part thereof for outstanding amounts due when trading terms are exceeded. Further legal and court costs may apply.
 14. This contract has a cooling off period of five business days.
-

B. ACCESS AND FACILITIES

1. We have assumed delivery using a small truck within 10m of true position. Structure will not be carried up stairs, in lift shafts or through finished buildings unless specifically agreed to at the time of quotation.
2. Protection of surfaces, working over established plant or loss of access to easily install our product that was not identified on tender documents or highlighted at the time of quotation, that causes construction delays or additional costs will be charged as a variation.
3. We will take reasonable care to prevent damage to existing paths, driveways, soft fall etc. but will not accept any responsibility for damage to these items in the course of erecting your structure.
4. Specialist services e.g. paver, plumber, electrician or concrete etc, if required, are outside the scope of our skills and will need to be contracted and paid for by the client unless specified within our quotation.
5. Protective matting which can be hired to minimise risk of damage to soft fall, fragile areas and grass, if requested, will incur an additional charge.
6. It is an assumption of being on your premises to do the work described above, that any vehicles or machinery used on the site are there with your approval. Suitable and unrestricted access is to be made available. Machinery may include concrete trucks, elevated work platforms or cranes.
7. Single-phase power, water, toilet facilities, barricades (if required) and suitable rubbish receptacles are to be provided by the client during installation.
8. We have assumed unrestricted access to the site from 7:00am to 6:00pm Monday to Friday. Work performed or equipment used outside these hours may incur an out of hours surcharge.
9. Access restrictions must be identified at quotation stage. Access restrictions not previously advised may result in a variation.
10. Variations will be confirmed and agreed to in writing before work can continue.
11. The safety of the public during construction may result in site and access restrictions by barricading. The hire of suitable barricades including temporary fencing must be agreed prior to the commencement of construction.



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C. FOUNDATIONS

1. We assume foundations comprise firm dirt or clay base material capable of being excavated with regular excavation equipment. Equipment includes Small excavator, Dingo digger and bobcat.
2. The price quoted is for a natural, undisturbed, level site. Any filling, compacting, leveling, hand digging etc. will be charged an extra \$125.00 + GST per man hour.
3. Rock drills, concrete cutting, drilling rig or other specialised excavation plant not identified and not quoted in this quotation or elsewhere, will incur an additional charge.
4. We assume concrete can be accessed from a cement truck located near site works. If used, concrete pumps will incur an additional charge unless quoted.
5. Soil from excavations will be left on site unless otherwise agreed. Mini Skip bins or tipper trucks are not supplied if not quoted. The customer is to arrange for removal of soil and all other spoils from the site.
6. When working on concrete slabs Abacus Shade Structures will grout around base plates and bolts to minimise water penetration under steelwork. If the additional application of waterproofing membrane is required this is to be performed by other trades.

D. UNDERGROUND SERVICES

1. The client is responsible for identifying all underground services on his property prior to foundations being dug.
2. The location of any footings, foundations or holes to be dug will be discussed with the client.
3. Hytech Plastics Pty Ltd will undertake a Dial Before You Dig major asset search.
4. The client protects Hytech Plastics Pty Ltd from any liability or any damage caused as a result of hitting underground services.
5. The client will satisfy Hytech Plastics Pty Ltd that neither Abacus staff nor its sub-contractors are at risk of injury from services.
6. Hytech Plastics Pty Ltd with approval from the client, may undertake further underground searches if the client is unable to supply current authorised documents identifying the location of underground services. The usual search used by Hytech Plastics identifies services emitting an electrical charge. A fee of approximately \$375.00 + GST applies for this search.
7. While searches increase the likelihood of finding services, there is no guarantee of finding all services. More extensive searches e.g. vacuum trenching or sewerage surveys for example increase the probability of finding services. These are more time consuming and costly. It is up to the client to request and pay for additional searches.
8. Slab searches are available as quoted.
9. Any repairs or consequential damage caused by services damaged during excavation will be charged to the client, including machine hire costs, labour down time, accommodation and waiting time as applicable.
10. Any relocation of footings and foundations for any reason will be charged to the client, including machine costs, labour time, accommodation costs and waiting time as applicable.

E. EXCLUSIONS

1. There has been no allowance for gutters, down-pipes, drainage or detailed services unless specified in the quotation.
2. We have assumed that any existing foundation or structural attachment point will take the applied load tension. The client is responsible for confirming this with their engineer.
3. If replacing an existing sail, it is assumed that the sail fabric, fittings and frame will take the applied load tension on installation. Hytech Plastics Pty Ltd is not responsible for change in composition or strength of these items which may occur over time and after disassembly.
4. The job is as quoted. Any modifications, additional work that was not quoted may be charged back to the client. This will be documented and invoiced as a variation.

5. Steelwork is galvanized for long life rust protection. This process does not guarantee a perfectly smooth surface finish. If a smooth finish is required optional processes of shot blasting, etching, priming & painting need to be considered and added.
 6. Without prior galvanizing, steel work may rust when scratched or if exposed to the weather over time.
 7. If the client subsequently chooses to paint any galvanized steel supplied by Hytech Plastics Pty Ltd, the client is responsible for ensuring that the galvanized surface was adequately prepared with degassing in a heat oven for painting and appropriately sanded before applying paint treatment.
-

F. FORCE MAJEURE

1. We are not in breach of this contract if the breach is caused by an event or events which Hytech Plastics Pty Ltd believes to be outside its control. Without limitations this includes fires, floods, storms, natural disasters, Acts of God, scarcity, unavailability or delays from transport or materials and whether they occur inside or outside Australia.
 2. The client will be advised immediately of any anticipated delays or failure to perform its obligations in this regard.
-

G. APPROVALS

1. The Client shall be responsible for making enquiries into and shall be liable for the cost of obtaining from the relevant local authority or governing body any building permit, licence or the like required pursuant to the laws of New South Wales in respect of the works the subject of this contract.
 2. Hytech Plastics Pty Ltd encourages clients to discuss requirements with their Local Council.
 3. Hytech Plastics Pty Ltd can offer documentation to assist with the Council approval process as quoted.
 4. Council applications require signed Engineering drawings prior to commencement of works and Engineer's Certificate of Compliance at the end of works. These can't be supplied retrospectively once the job has been completed.
 5. Structural Engineering approval is highly recommended and offered in each quotation either in the quoted price or as an option.
 6. Hytech Plastics Pty Ltd will not be held liable if the client chooses not to use Engineering.
-

H RE-INSTATEMENT WORKS

- 1 Reinstatement works using specialist trades are not included in this quote unless identified. This includes but is not limited to concrete repair, tile replacement, repainting, plumbing, electrical, waterproofing and the like.
 - 2 Hytech Plastics Pty Ltd may assist with minor re-instatement works as arranged but is not licensed to perform specialist trade work.
-

I CONSTRUCTION PERIOD

1. Work will be completed within a proposed Construction Period or Lead Time.
2. Design approval is to be reached prior to construction commencing.
3. Council approvals allow construction to commence upon issue of a construction certificate. Written notification of that approval to Hytech Plastics Pty Ltd is required.
4. Hytech Plastics Pty Ltd will be entitled to a reasonable extension of time in the event of delays to the work where the cause of the delay is beyond the contractor's control. This included but is not limited to inclement weather, industrial disputes, variations to design, variation on site works by client or delays caused by others.
5. Hytech Plastics Pty Ltd will be entitled to a reasonable extension of time in the event of internal delays.
6. A proportion of work will be done off site prior to commencing construction works on site.

7. The nature of shade structures work requires a significant level of cost outlay prior to the commencement of on-site works. Instalments will be requested at various milestones as advised in the payment schedule noted on the quotation.
 8. The contractor will take all reasonable steps to minimise any delay to the work.
-

J. GUARANTEES

1. All manufacturers' material warranties will be offered to the client. The client cannot pursue Hytech Plastics Pty Ltd for product warranties beyond that offered by the manufacturer.
 2. All statutory warranties are offered to the client. Goods will be fit for their purpose, work will be performed diligently and delivered with a reasonable timeframe. Unless otherwise stated goods shall be new and appropriately used.
 3. This work is warranted for 2 years from completion for all defects and 6 years for major defects as required under the Home Building Act 1989.
 4. The work shall comply with
 - i) the Building Code of Australia, to the extent required under *the Environmental Planning and Assessment Act 1979*
 - ii) all other relevant codes, standards and specifications that the work is required to comply with under any law
 - iii) the conditions of any relevant development consent or complying development certificate.
 5. Hytech Plastics Pty Ltd is limited to the replacement of defective materials or faulty workmanship.
 6. The client shall do all in their power that is reasonable to mitigate losses occurring from any perceived or actual defect.
 7. A tag (10x14cm) may be placed on the project to identify Hytech Plastics Pty Ltd or Abacus Shade Structures as the manufacturer and in the case of warranty claims.
 8. Alterations, additions or damage made by others invalidates the guarantee.
 9. Failure to maintain sails and structures with cleaning and annual inspections may void warranty claims.
 10. A Home Building Compensation Fund Certificate (HBFC) is required on domestic projects over \$20,000.00. HBFC insurance is quoted separately to the main contract, directly by the insurer, and this will be forwarded to the client for payment prior to commencement of works.
-

K. INDEMNITY

1. Hytech Plastics Pty Ltd will indemnify the owner against any loss or liability for death, personal injury or property damage arising out of the work under this contract, except to the extent that the owner or owner's representative contributed to the loss or liability.
-

L. INSURANCE

1. Hytech Plastics Pty Ltd has current insurance cover in place as follows:
 - (a) Public liability insurance to cover liabilities to third parties for death or personal injury or damage to property to \$20 million,
 - (b) Workers Compensation insurance for employees,
 - (c) Property damage insurance for the work, including work in progress and materials,
 - (d) Professional Indemnity insurance and
 - (e) Motor vehicle insurances

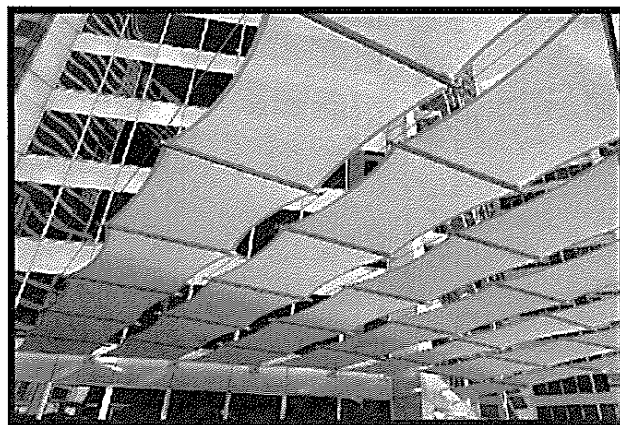
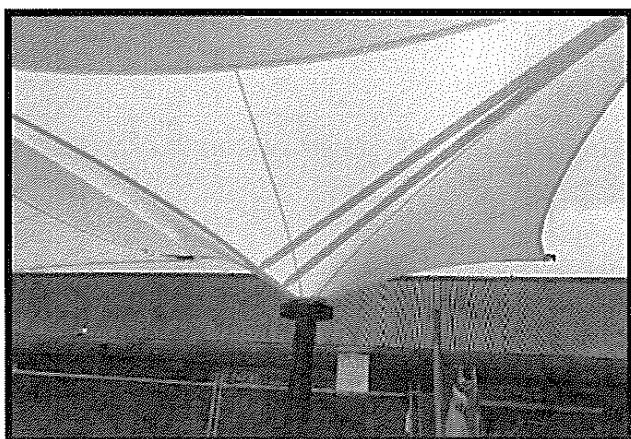
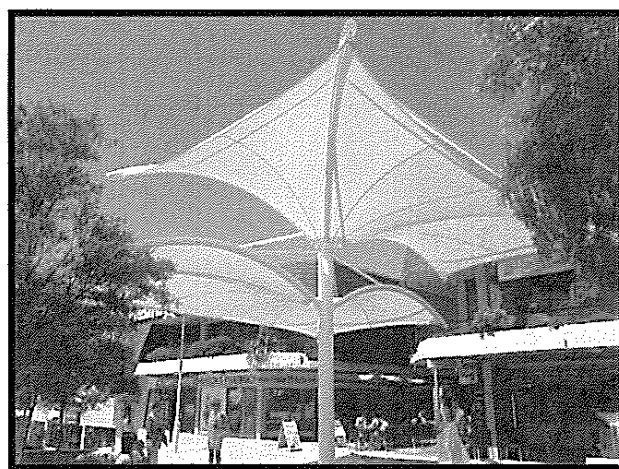
SECTION 4



ABOUT ABACUS SHADE STRUCTURES

Established & reputable

Abacus Shade Structures has operated in Sydney for 30 years to build a strong presence and create a firm reputation in this modern industry. We bring service, advice and pride in our work to our customers.





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Award winner

In 2018 Abacus Shade Structures was recognised at national level for the quality of its work and innovative designs. We pride ourselves for innovation and using the latest techniques and processes in this rapidly evolving field.

Abacus Shade Structures is the most awarded shade sail company in NSW.



- ✚ 2018 Highly Commended Tension structure under 500sm – Knox Grammar, Wahroonga
- ✚ 2017 Highly Commended Commercial Shade Structure - JCE Cars, St Marys
- ✚ 2016 Winner Domestic Shade Structure. - Jones residence Sydney
- ✚ 2015 Winner Commercial Shade Structure Australia - Marlin residence, Blue Mountains
- ✚ 2015 Highly Commenced Commercial Shade Structure - Castle Hill Public School
- ✚ 2014 Winner Commercial Shade Structure Australia- Alouette Child Care Centre
- ✚ 2013 International Outstanding Achievement Award Tension structure, Florida USA - Freshwater Plaza
- ✚ 2013 Winner Commercial Shade Structure Australia -Freshwater Plaza
- ✚ 2012 Winner Shade Sails or Structures – Commercial Australia Taronga Park Zoo Elephant enclosure
- ✚ 2012 Special Commendation – Commercial Australia King Street Mall, Rockdale Council
- ✚ 2011 International Outstanding Achievement Award, USA - Punmu Aboriginal Community Meeting Area WA
- ✚ 2011 Winner Tension Structure under 500sm Australia- Punmu Aboriginal Community Meeting Area WA
- ✚ 2010 Winner Tension Structure under 500sm -Our Lady Queen of Peace, Primary School, Sydney.
- ✚ 2010 Highly Commended Shadecloth Structure - Multi sails, Merrylands RSL.

Partners

Working with construction companies and public authorities is an excellent base where compliance, quality and professional delivery are prerequisites to maintaining an ongoing business partnership. We pride ourselves in the many repeat clients.

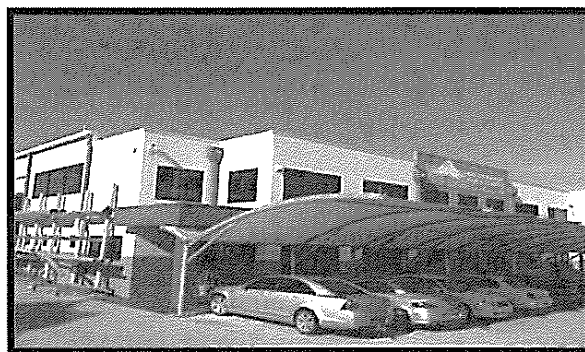
So too a desire to form strong links within our own industry with installers of shade structures throughout Australia contributes to industry co-operation, feedback and knowledge transfer improving the professionalism and reputation of the whole industry.

Modern fabrication services

Our modern purpose built factory operates on 6,000sm in Emu Plains, 50kms west of Sydney offers a complete service from concept to completion on shade projects using steel and flexible plastic fabrics. Our factory has been Workcover assessed and is OH&S compliant.

We employ skilled people to provide a complete service from concept to completion including;

- Design and concepts using AutoCAD and Mpanel software
- Conveyor laser plotting and cutting machine technology
- Engineering from leaders in the field.
- High frequency welding of PVC's
- Air driven long arm sewing machines
- Steel fabrication for steel cutting, welding and bending
- Steel installation and rigging
- Epoxy painting and painting curing booth and
- Wholesale supply and advice.



Innovative

Freedom of design, new fabrics and fabrication techniques brings new levels of style, application and aesthetics to shade projects. The latest machinery and equipment, fabrics, streamlined processes, exciting new designs and a motivated team add up to continuous improvements and better products for our clients. This is a fast changing industry and Abacus Shade Structures not only meets demands but offers new directions.

Our clients include

Public sector

Public and Private schools
 Sydney Olympic Park
 Authority SOPA
 Taronga Park Zoo
 Sydney Harbour Federation
 Trust
 University of Western
 Sydney
 Macquarie University
 University of Sydney
 Various Area Health Services
 & Hospitals

NSW University
 Sydney Water
 Department of Environment
 and Conservation
 Public works
 Roads and Maritime Authority
 Department of Corrective
 Services
 Many Local Government
 Councils:
 Northern Beaches
 Cumberland

Canada Bay, The Hills
 Blacktown, Burwood
 Fairfield, Hawkesbury
 Leichhardt
 Liverpool, Sydney City
 Rockdale, Penrith
 Bathurst, Ashfield
 Blue Mountains
 Shellharbour
 Strathfield
 Warringah, Willoughby
 Woollahra, Wyong

Construction Companies

Grindley Constructions
 Premier Building Group
 Paynter Dixon
 Prime Constructions
 Taylor Constructions
 Qasar Group
 Abigroup Contractors
 Australand Holdings

Hansen Yunken
 Stephen Edwards
 Pattersons
 Hargraves
 Watpac
 Richard Crookes
 Lend Lease
 CPB Constructions

FDC Constructions
 Lipman
 Reitsma
 CIP Property
 Cockram
 Qanstruct

Companies

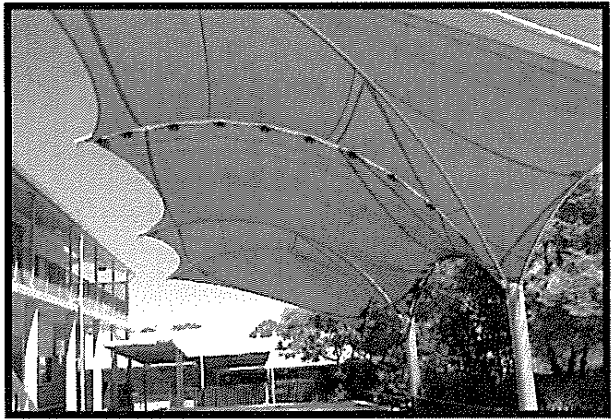
Woolworths Ltd
 Kmart
 Coles Myer
 Hungry Jacks
 Sony Corporation
 Canon Australia
 Westfield
 BP
 Anglican Retirement Village

Coates
 Catholic Education Office
 Chroma Paints
 Car City
 Mazda
 UGL
 Kennards
 LG

Club s- Panthers, Asquith
 Bowling, Talara, Greystanes
 Hotel, Rooty Hill RSL,
 Revesby, Wenty, Gosford,
 Mollymook
 Trip Advisor
 Wet n Wild
 Western Intl Sydney Dragway



For 35 years Abacus Shade Structures has
strived for innovation and quality of product
to become a respected leader in the supply
of shade structures in Australia
..... that challenge never stops.



Abacus Shade Structures
14 Pullman Place Emu Plains NSW
Ph 02 4735 4800 Fax 02 4735 3922
www.shadesails.net email info@shadesails.net



Special By-law 59
FIRE ALARM and INSURANCE COSTS

PART 1
DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) Automatic Fire Alarm Network Service Agreement means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.
- (b) Common Property means the common property in strata scheme 7114.
- (c) Fire Alarm means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.
- (d) Fire Alarm Costs means:
 - (i) any charges imposed by Fire and Rescue NSW pursuant to the Fire Brigades Act 1989, the Fire Brigades Regulation 2014 and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm; and
 - (ii) any additional administrative fee associated with the charges referred to in clause 1.1(d)(i), pursuant to the Automatic Fire Alarm Network Service Agreement.
- (e) Fire and Rescue NSW means the department of government established by the Fire Brigades Act 1989 or any other authority, company or individual which replaces or performs that same function.
- (f) Insurance means an insurance policy taken out by the Owners Corporation in respect of strata scheme 7114.
- (g) Insurance Costs means a cost of the Owners Corporation in relation to an uplift in an Insurance premium or an Insurance excess cost.
- (h) Lot means a lot in strata scheme 7114.
- (i) Owner or Occupier means the Lot owner or occupier, tenant, licensee, contractor and or invitee from time to time of the Lot owner.
- (j) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 7114.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) references to a government body which is not bound by this by-law which ceases to exist or whose power or function is transferred to another government body, is a reference to the government body which replaces or substantially succeeds to the power or the function of the first government body.

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**PART 2
CONDITIONS - FIRE ALARMS**

- 2.1 An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.
- 2.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-law by an Owner or Occupier.
- 2.3 The Owners Corporation is entitled to recover from an Owner the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of clause 2.1 of this by-law by that Owner's tenant.

**PART 3
CONDITIONS - INSURANCE**

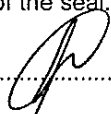
- 3.1 An Owner or Occupier must not, without the consent of the Owners Corporation, by willful or negligent act or omission, do or permit anything to be done to cause:
 - (f) any uplift in an Insurance premium where such uplift could have been prevented by such Owner or Occupier; or
 - (g) the Owners Corporation to be put to the cost of an excess in respect of an Insurance claim where the cost of an excess could have been prevented by such Owner or Occupier.
- 3.2 The Owners Corporation is entitled to recover from an Owner or Occupier the Insurance Costs paid by the Owners Corporation in relation to a breach of clause 3.1 of this by-law by an Owner or Occupier.
- 3.3 The Owners Corporation is entitled to recover from an Owner the Insurance Costs paid by the Owners Corporation in relation to a breach of clause 3.1 of this by-law by that Owner's tenant.

A handwritten signature in black ink, appearing to be a stylized 'D' or 'R' followed by a flourish.

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 7114 was affixed on ^ 27/5/21 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: CARLO OLIVEIRA Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date

