

**STRATA SCHEMES  
SP 7114 and SP 13245**

**Manly National Building**

**22 Central Avenue  
Manly**

**REGISTERED BY-LAWS  
AS AT JANUARY 2017**

These By-Laws are a compilation of all MNB By-Laws that have been registered as at August 2016  
and are intended for information purposes only.

For official documentation on MNB By-Laws please refer to the relevant registered dealing/s.

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## **BY-LAWS FOR STRATA PLANS SP 7114 AND SP 13245**

### **1. Chairman, Secretary and Treasurer of Body Corporate**

(Registered on or about 29 May 1978)

The Chairman, Secretary and Treasurer of the Council shall also be respectively the Chairman, Secretary and Treasurer of the Body Corporate.

### **2. Council's power to employ agents and servants**

(Registered on or about 29 May 1978)

A Council may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

### **3. Notice-board**

(Repealed on or about 17 September 2013)

Deliberately omitted.

### **4. Notice of Council meetings**

(Repealed on or about 17 September 2013)

Deliberately omitted.

### **5. Voting in writing by members of Council**

(Repealed on or about 17 September 2013)

Deliberately omitted.

### **6. Proprietor's attendance at Council meetings**

(Registered on or about 29 May 1978)

A proprietor is entitled to attend a meeting of the Council but may not address the meeting unless authorised by resolution of the Council.

## **7. Minute of certain resolutions to be included in Council's minutes**

(Registered on or about 29 May 1978)

The Council shall cause to be included in its minutes a minute of all resolutions passed pursuant to By-Law 5.

## **8. Display of minutes**

(Repealed on or about 17 September 2013)

Deliberately omitted.

## **9. Acts etc. of Council valid notwithstanding vacancy, etc.**

(Registered on or about 29 May 1978)

Any act or proceeding of a Council done in good faith is, notwithstanding that at the time when the act or proceeding was done, taken or commenced there was:

- (a) a vacancy in the office of a member of the Council; or
- (b) any defect in the appointment, or any disqualification of any such member,

as valid as if the vacancy, defect or disqualification did not exist and the Council were fully and properly constituted.

## **10. Powers and duties of Secretary of a Body Corporate**

(Registered on or about 29 May 1978)

The powers and duties of a Secretary of a Body Corporate include:

- (a) the preparation and distribution of minutes of meetings of the Body Corporate;
- (b) the giving on behalf of the Body Corporate of the notices required to be given under this Act;
- (c) the maintenance of the strata roll;
- (d) the supply of information on behalf of the Body Corporate in accordance with section 70 (1)(a) and (b);
- (e) the answering of communications addressed to the Body Corporate; and
- (f) the calling of nominations of candidates for election as members of the Council.

## **11. Powers and duties of Treasurer of Body Corporate**

(Registered on or about 29 May 1978)

The powers and duties of a Treasurer of a Body Corporate include:

- (a) the notifying of proprietors of any contributions levied pursuant to this Act;
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the Body Corporate;
- (c) the preparation of any certificate applied for under section 70 (1) (c); and
- (d) the keeping of the books of account referred to in section 68 (1) (g) and the preparation of the statement of accounts referred to in section 68 (1) (h).

## **12. Noise**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

## **13. Vehicles**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the approval of the Body Corporate.

## **14. Obstruction of common property**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

## **15. Damage to lawns etc. on common property**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot shall not:

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

## **16. Damage to common property**

(Registered on or about 22 February 2011)

- 16.1 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.
- 16.2 An approval given by the Owners Corporation under clause 16.1 of this by-law cannot authorise any additions to the common property.
- 16.3 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.
- 16.4 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in Clause 16.3 of this by-law that forms part of the common property and that services the lot.
- 16.5 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.
- 16.6 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.

## **17. Behaviour of proprietors and occupiers**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot when upon common property shall be adequately clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

## **18. Children playing on common property in building**

(Registered on or about 29 May 1978)

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

## **19. Behaviour of invitees**

(Registered on or about 29 May 1978)

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

## **20. Depositing rubbish etc. on common property**

(Registered on or about 22 February 2011)

20.1 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.

20.2 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.

## **21. Drying of laundry items**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot shall not, except with the consent in writing of the Body Corporate, 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 Body Corporate for the purpose and there only for a reasonable period.

## **22. Cleaning windows etc.**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot shall keep clean all glass in windows and all doors on the boundary of his lot, including so much thereof as is common property.



## **23. Storage of inflammables**

(Registered on or about 27 May 2010)

- 23.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation or Executive Committee, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 23.2 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.

## **24. Moving furniture etc. on or through common property**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the Council notice of his intention to do so sufficient in the circumstances to enable the Council to arrange for its nominee to be present at the time when he does so.

## **25. Floor coverings**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot shall ensure that all floor space within his lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor or occupier of another lot.

## **26. Disposal of garbage**

(Registered on or about 29 May 1978)

A proprietor 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 Body Corporate; and
- (d) shall promptly remove anything which may have spilled from the receptacle and shall take such action as may be necessary to clean the area within which that thing was so spilled.

## **27. Pets**

(Registered on or about 29 May 1978)

A proprietor or occupier of a lot shall not, without the approval in writing of the Body Corporate, keep any animal upon his lot or the common property.

## **28. Public parking station**

(Registered on or about 29 May 1978)

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 Body Corporate and with the concurring vote of the said Council of the Municipality of Manly.

## **29. Care, control and management of common property within lot 1**

(Registered on or about 29 May 1978)

So long as the Council of Municipality of Manly shall be the proprietor 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 proprietors 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 Titles Act, 1973* or any Act amending or replacing the same.

### 30. Special By-Law 30 – Hot water unit management in SP 7114 and SP 13245 (adopted 2015)

(Registered on or about 22 March 2016, and combined with Special By-Law 52)

#### ***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 Executive 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) **Executive Committee** means the executive committee of the Owners Corporation, or if nominated by the Executive Committee the building manager or the strata manager for the Scheme.
- (c) **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.
- (d) **Lot** means a lot in strata plans 7114 and 13245.
- (e) **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.

#### 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 1996*; 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 Executive 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 1996*, 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 Executive 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 Executive Committee may authorise the use of the master key kept pursuant to Special By-Law 40 for the purpose of the access to a Lot.
- 2.5 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 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 Executive 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 80(1) of the *Strata Schemes Management Act 1996* 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 109 of the *Strata Schemes Management Act 1996*.

### **31. Notice of meeting to Council**

(Registered on or about 29 May 1978)

So long as the Council of the Municipality of Manly shall be the registered proprietor 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.

### **32. Appearance of lot**

(Registered on or about 27 May 2010)

- 32.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation or Executive 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.
- 32.2 The owner or occupier of a lot must not, without the written consent of the Owners Corporation or Executive Committee, hang any curtain, blind or other material in any window unless every part thereof which is visible from outside the building is white.
- 32.3 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-Law 21.
- 32.4 This by-law does not apply to potted plants on balconies which may be visible from outside the owner or occupiers lot.

### 33. Special By-Law 33 – Empowering by-law and security of car park

(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 – Car parking

(Amended on or about 19 September 2014)

Explanatory Note:

*The limited number of car parking spaces used by Owners and Occupiers are utilised on a first come, first served basis and this by-law is an endeavour to prevent unauthorised use of the limited car parking spaces.*

*Only persons who reside or work in the building are entitled to park vehicles in the Car Park Area.*

*Unauthorised parking in the Car Park Area disadvantages Owners and Occupiers in residence or otherwise using lots in the Scheme.*

*The Owners Corporation seeks to regulate use so that only one car per unit is permitted to park in the car parking spaces and information to identify the specific car is provided to the Executive Committee prior to any use of the Car Park Area. There are only 62 common property and Owners Corporation delineated car parking spaces. There are 184 lots in the Scheme (not including Manly Council car parking lots).*

*Car parking spaces on title are not included in the “Car Park Area”.*

#### 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 onsite 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 hatched on the attached plan.
- (e) **Clamping Costs** means the reasonable costs incurred by the Owners Corporation in attaching or removing wheel clamps on a vehicle left on common property or left outside of the Car Park Area.
- (f) **Disposal Costs** means the reasonable costs incurred by the Owners Corporation in disposing or dealing with a vehicle left on common property or left outside of the Car Park Area.
- (g) **Executive Committee** means the executive committee of the Owners Corporation or its nominee the Building Manager or the Strata Manager.
- (h) **Lot** means a lot in strata plans 7114 and 13245.

- (i) **Owner or Occupier** means the owner or the occupier of a Lot from time to time.
- (j) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 7114 and 13245.
- (k) **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, 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 in the Car Park Area.
- (l) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 1996* 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 1996*; 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 The Owner or Occupier must:

- (a) only use the Car Park Area after providing written advice to the Executive 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;
- (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 park or stand a RMV on the Common Property other than in a designated car space in the Car Park Area;
- (d) 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;
- (e) if unable to provide written advice to the Executive Committee prior to using the car park, do so within 24 hours;
- (f) not allow a RMV to drop oil or other liquids onto the common property or delineated car space in the Car Park Area; and
- (g) not abandon a RMV on the common property or a delineated car space in the Car Park Area. The Executive Committee will determine if a RMV is to be treated as abandoned.

- 2.2 If the Owner of a Lot does not reside in or work in the Scheme but remains the registered proprietor of the Lot, that Owner must not park in the Car Park Area.
- 2.3 If an Owner or Occupier leaves a Registered or unregistered Motor Vehicle or any other property in the Car Park Area or in any place other than within the Car Park Area or if an Owner or Occupier breaches the law, workplace health and safety requirements, fire requirements or this by-law, they consent to the Executive Committee having the vehicle immobilised with wheel clamps and/or removed and disposed of at the discretion of the Executive Committee and the Owner or Occupier agrees to pay the reasonable Administration Fee and Clamping costs and Disposal costs incurred by the Owners Corporation within seven (7) days of a request for payment by the Executive Committee.

### **PART 3**

#### **CONDITIONS**

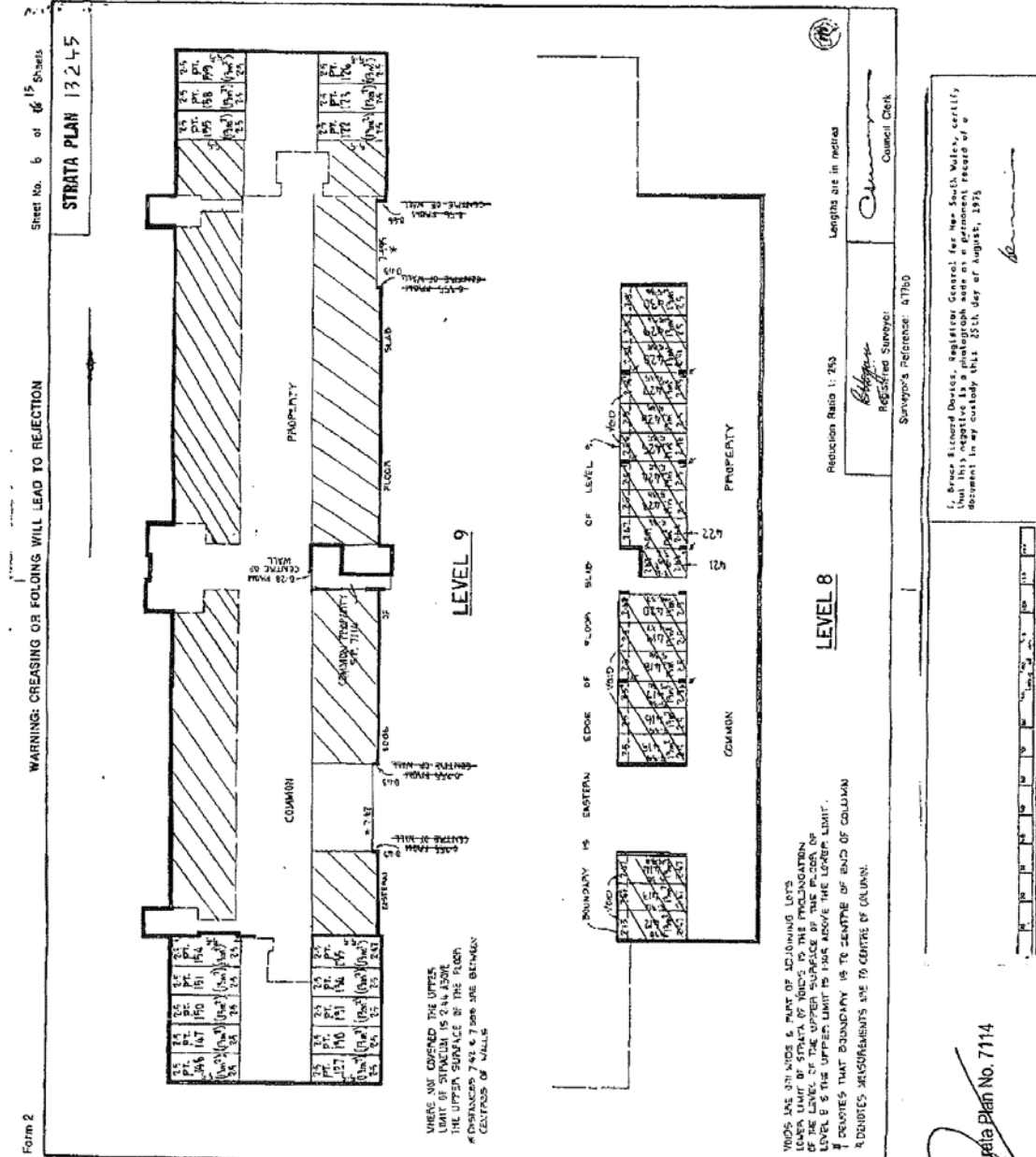
- 3.1 The Owners Corporation is entitled to recover from an Owner or Occupier the Administration Fee and Disposal Costs paid by the Owners Corporation referred to in clause 2.3.
- 3.2 The Owners Corporation may:
- (a) demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner as a debt, due and payable at the Owners Corporation's direction and as a contribution according to section 80(1) of the *Strata Schemes Management Act 1996* 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 109 of the *Strata Schemes Management Act 1996*.

### **PART 4**

#### **ENDURING RIGHTS AND OBLIGATIONS**

- 4.1 The Owner or Occupier:
- (a) remains liable for any damage to a lot or common property arising out of the use of the Car Park Area;
  - (b) must make good any damage to a lot or common property arising out of the use of the Car Park Area; and
  - (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.

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Ref:MIS/51026 /Src:E



EVIDENCE DALLIN  
GIVEN OFFICER

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Sean Bermingham  
Strata Manager for The Owners - Strata Plan No. 7114

## 36. Special By-Law 36 – Licences

(Amended on about 19 September 2014)

### Explanatory Note:

*The Executive 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) **Executive Committee** means the executive committee of the Owners Corporation or its nominee being the Building Manager or the Strata Manager.
- (d) **Lot** means a lot in strata scheme 7114.
- (e) **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 plan registration no. 7114.
- (g) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 1996* 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 1996*; 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 1996*, the Executive Committee 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 Executive 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 Executive 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.



## 37. Special By-Law 37 – Signage

(Registered on or about 4 October 2007)

### 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 1996*;
  - (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.

### 38. Special By-Law 38 – Lot owners works

(Registered on or about 19 August 2016)

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 Executive 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 Executive Committee. An Owner may submit appropriate contractors’ insurance to the Executive 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 Executive 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) **Executive Committee** means the executive committee of the Owners Corporation or if nominated by the Executive Committee the building manager or the strata manager for the Scheme.
- (c) **Insurance** means:
  - (i) contractors all risk insurance in the minimum sum of \$10,000,000 or such other amount as nominated by the Executive Committee and if permissible by the insurer noting the Owners Corporation as a joint insured or an interested party;
  - (ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as a joint insured or an interested party;
  - (iii) workers compensation insurance, if required; and
  - (iv) other insurances that may be required at law.
- (d) **Lot** means a lot in strata plans no. 7114 and 13245.
- (e) **Neighbouring Lots** means the lot or lots adjoining both horizontally and vertically and otherwise nearby.

- (f) **Noisy Works** means works to common property using tools such as percussion tools, drills, jack-hammers, power saws or the like.
- (g) **Owner** means the owner or occupier of a lot in strata plans no. 7114 and 13245.
- (h) **Owners Corporation** means the Owners Corporation created by the registration of strata plan registration no. 7114.
- (i) **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 Executive 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 Executive 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 Executive 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 Executive Committee as it may reasonably determine from time-to-time.
- (j) **Works** means the additions and alterations undertaken by an Owner to their Lot and to the common property as specified in the Required Documents, except for the installation of smoke alarms and works permitted under By-Law 16.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; 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 authorize "Works" except in accordance with this special by-law and the reasonable directions of the Executive Committee.

**PART 3**  
**BEFORE COMMENCEMENT**

3. Before commencement of the Works the Owner must:
- 3.1 provide the Required Documents to the Executive Committee not less than 28 days before the commencement of the Works;
  - 3.2 obtain approval for the Works from the Executive Committee which may be in the form of a by-law under section 52 or 65A of the Act granted to an Owner;
  - 3.3 obtain all necessary approvals from any Authorities and provide a copy to the Executive 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 Executive Committee;
  - 3.5 comply with all reasonable directions of the Executive 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 Executive 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 Executive Committee, the interest earned thereon to go to the Owners Corporation. The Executive 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 Executive 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 Executive Committee's requirements including notice to other Lots. The Works must not commence unless the Owner has notified the Executive 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 Executive Committee.

The Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Committee;
  - 5.7 transport all construction materials, equipment and debris in the manner reasonably directed by the Executive 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 Executive 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 Executive 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 Executive Committee in writing that the Works have been completed and comply with the following:
- 6.1 For a period of 21 days after the Executive Committee has been notified in writing that the Works have been completed the Owner must:
- (a) continue to permit the Executive Committee access to the Lot, upon reasonable notice for the purpose of inspecting the Works;
  - (b) notify the Executive 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 Executive 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 Executive Committee with professional independent certification of the Works as reasonably nominated by the Executive 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 Executive 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 section 52 and 65A 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 109 of the *Strata Schemes Management Act 1996*.

## **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 Executive Committee, before the bathroom or kitchen tiles removed are replaced. In addition to access to be provided under clause 3.6, the Executive 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 Executive Committee via the building manager may direct the replacement of common property pipes.

### 39. Special By-Law 39 – Common property management; goods left on, moving large goods across and dropping beach sand and water on, the common property

(Registered on or about 22 March 2016)

#### ***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) **Executive Committee** means the executive committee of the Owners Corporation or if nominated by the executive committee, the building manager or the strata manager for the Scheme.
- (e) **Goods** mean any item of personal property owned by or in possession of an Occupier or Owner.
- (f) **Lot** means a lot in strata plans 7114 and 13245.

- (g) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 7114 and 13245.
  - (h) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
  - (i) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
- 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 1996*; 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Committee moves Goods left on Common Property, the Executive 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 109 of the *Strata Schemes Management Act 1996*.

**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 Executive 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 Executive Committee so as to enable the Executive 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 Executive 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 Executive 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 Executive 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.

## 40. Special By-Law 40 – Master key system

(Amended on or about 19 September 2014)

### 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 Executive 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) **Executive Committee** means the executive committee of strata plan 7114.
- (d) **Lot** means a residential lot in strata plan 7114
- (e) **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 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 1996*; 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 Executive Committee can issue a Master Key to the Building Manager or the Strata Managing Agent.
- 2.2 The Owners Corporation or the Executive 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 Executive Committee can enter into an agreement with the Building Manager or the Strata Managing Agent which provides that:

- (a) the Owners Corporation or Executive 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 Executive 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 Executive Committee meeting or general meeting when directed by the Executive 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 Executive Committee within twenty-four (24) hours; and
- (g) once the Owners Corporation or Executive Committee has been notified in accordance with clause 3(f) of this By-law, the Owners Corporation or Executive 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.

#### **41. Special By-Law 41 – Change in use of lot to be notified**

(Registered on or about 27 May 2010)

An occupier of a lot must notify the Owners Corporation or Executive 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).



## 42. Special By-Law 42 – Damage to common property glass windows and doors

(Registered on or about 2 March 2011)

### 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 1,996*; 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.

## 43. Special By-Law 43 – Overcrowding of lots and prohibited purposes

(Registered on or about 17 September 2013)

### 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) **Executive Committee** means the executive committee of the Owners Corporation or its nominee being the Building Manager or Strata Manager.
- (c) **LEP** means the Manly Council Local Environmental Plan applicable to strata plan 7114 as amended from time to time.
- (d) **Lot** means a lot in strata plan 7114.
- (e) **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 Executive Committee upon request.
- (f) **Owner** means the owner of a Lot from time to time.
- (g) **Owners Corporation** means the Owners Corporation created by the registration of strata plan registration no. 7114.
- (h) **Persons** does not include any children below the age of two (2) years.
- (i) **Scheme** means strata plan 7114.
- (j) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 1996* 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 1996*; 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 Executive Committee that the Executive 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.

## 44. Special By-Law 44 – Refurbishment works

(Registered on or about 22 February 2011)

*Special By-Law 44 – 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 1996*; 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.



#### **45. Special By-Law 45 – Service of notices**

(Registered on or about 22 February 2011)

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

## **46. Special By-Law 46 – Recovery of levy arrears costs**

(Registered on or about 17 August 2011)

*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.*

- 46.1 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.
- 46.2 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.
- 46.3 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.
- 46.4 This by-law shall apply in extension of any entitlement to recovery of expenses claimable under Section 80 of the *Strata Schemes Management Act 1996*.

## 47. Special By-Law 47 – Air conditioners

(Registered on or about 17 August 2011)

*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 Executive 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 1996*, 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 Part 5.
- 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**

Subject to the conditions in Parts 5 and 6, Owners are granted a special privilege to install an Air Conditioner in their lots.

## **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 Executive Committee before any work is carried out in connection with the installation of an Air Conditioner;

#### **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 Executive Committee as to the location and method of installation of an 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 Executive Committee in writing that an Air Conditioner has been installed in the Owner's lot and has received written confirmation from the Executive 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
- 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 80(1) of the *Strata Schemes Management Act 1996* 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.

## 48. Special By-Law 48 – Hard floors residential lots

(Amended 19 September 2014)

### 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 25 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 Executive 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) **Executive Committee** means the executive committee of the Owners Corporation or its nominee being the Building Manager or the Strata Manager.
- (e) **Lot** means a residential lot in strata plan 7114.
- (f) **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
- (g) **Owners Corporation** means The Owners – Strata Plan No. 7114 and including Strata Plan of Subdivision 13245.
- (h) **Owner** means the owner or occupier of a residential lot from time to time.
- (i) **Reasonable Notice** means 48 hours or as otherwise determined by the Executive Committee.
- (j) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 1996* 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 1996*; 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 Executive 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 Executive 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 Executive Committee, provide to the Executive 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 Executive Committee evidence of such insurance if requested by the Executive 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 Executive 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 Executive Committee regarding noise generated from the Non-Carpet Floor Covering, the Owner must within 28 days after receiving written notice from the Executive 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 Executive Committee evidence of such insurance if requested by the Executive 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 Executive 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 Executive 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 Executive Committee that the work has been completed, the Executive 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 Executive Committee may arrange for independent testing of the floor and any rectification required to be paid for out of the bond. The Executive 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 80(1) of the *Strata Schemes Management Act 1996* 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.

#### **49. Special By-Law 49 – Special privilege by-law to read electricity sub meter lots 185-430**

**(Repealed on or about 19 September 2014)**

Special By-Law 49 was originally added on or about 1 October 2013, where it was stated in the “Explanatory Note” that the Owners Corporation “intends to install an electricity sub meter”.

The resolution to repeal this special by-law was passed at the AGM held on 22 May 2014, as the sub meter had been installed and wording in the “Explanatory Note” was changed to reflect this, “has installed an electricity sub meter”.

However the resolution to add this new Special By-Law 49 at the 2014 AGM was defeated.

Therefore there is no special by-law which deals with the reading of the electricity sub meter that was installed to measure the electricity usage for lots 185-430.

## 50. Special By-Law 50 – Fire alarms

(Registered on or about 17 September 2013)

### 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) **Executive Committee** means the executive committee of the Owners Corporation or its nominee the Building Manager or Strata Manager
- (d) **Fire Alarm** means a back to base fire alarm system installed on the Common Property and in each Lot.
- (e) **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).
- (f) **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.
- (g) **Lot** means a lot in strata plans 7114 and 13245.
- (h) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (i) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 7114 and 13245.
- (j) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 1996* 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 1996*;
- (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 Executive 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 109 of the *Strata Schemes Management Act 1996*.

## 51. Special By-Law 51 – Access and damage to Owners Corporation property and access to lots in the scheme

(Amended on or about 19 August 2016)

### 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. This by-law is intended to facilitate access to the Executive 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) **Executive Committee** means the executive committee of the Owners Corporation, or if nominated by the Executive Committee the building manager or the strata manager for the Scheme.
- (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.
- (e) **Owners Corporation** means the Owners Corporation created by the registration of strata plans registration no. 7114 and 13245.
- (f) **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.

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 1996*; 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 Executive 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 Executive Committee.
- 2.3 In addition to the Owners Corporation's rights under the *Strata Schemes Management Act 1996*, the Executive 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 Executive Committee will provide reasonable notice when requiring access to a Lot and will contact the Owner or Occupier by email and SMS, if a mobile number and an email address have 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 Executive Committee may authorise the use of the master key kept



- pursuant to Special By-law 40 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 Liability for Rectification Costs will be determined at the absolute discretion of the Executive Committee.
- 2.9 During any inspection of a lot by the Executive Committee the Executive Committee is entitled to nominate in writing to an Owner property of the Owner that is to be fixed, repaired and maintained and the Owner will promptly undertake such fix, repair and maintenance. For example: the flexible hose to taps and/or cistern , leaking tap(s), blocked and/or slow draining drain(s) and any other matter in relation to which the failure to fix, repair and maintain may result in damage to the common property, another Owner's property and/or may cause the Owners Corporation additional cost.
- 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 80(1) of the *Strata Schemes Management Act 1996* 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 109 of the *Strata Schemes Management Act 1996*.

## **52. Special By-Law 52 – Access to and maintenance of hot water units**

(Repealed on or about 22 March 2016 and combined with Special By-Law 30)

### 53. Special By-Law 53 – Exclusive use by-law for lots 122 and 123

(Registered on or about 17 September 2013)

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 1996*; 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.

## 54. Special By-Law 54 – Prohibition on smoking

(Registered on or about 19 September 2014)

### 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 1996*; 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.

## 55. Special By-Law 55 – Use of roof terrace

(Registered on or about 22 March 2016)

### 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) **Executive Committee** means the executive committee of the Owners Corporation or if nominated by the executive committee the building manager or the strata manager.
- (c) **Lot** means a lot in strata plan 7114.
- (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) **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.

##### 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 1996*; 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 Executive 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 Executive 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.



## 56. Special By-Law 56 – Garbage removal charges

(Registered on or about 22 March 2016)

### 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) **Executive Committee** means the executive committee of the Owners Corporation or if nominated by the executive committee the building manager or the strata manager.
- (d) **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.
- (e) **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

##### 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 1996*;
- (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 Executive 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 109 of the *Strata Schemes Management Act 1996*.

## 57. Special By-Law 57 – Exclusive use by-law for lot 102

(Registered on or about 19 September 2014)

### 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 1996*; 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**

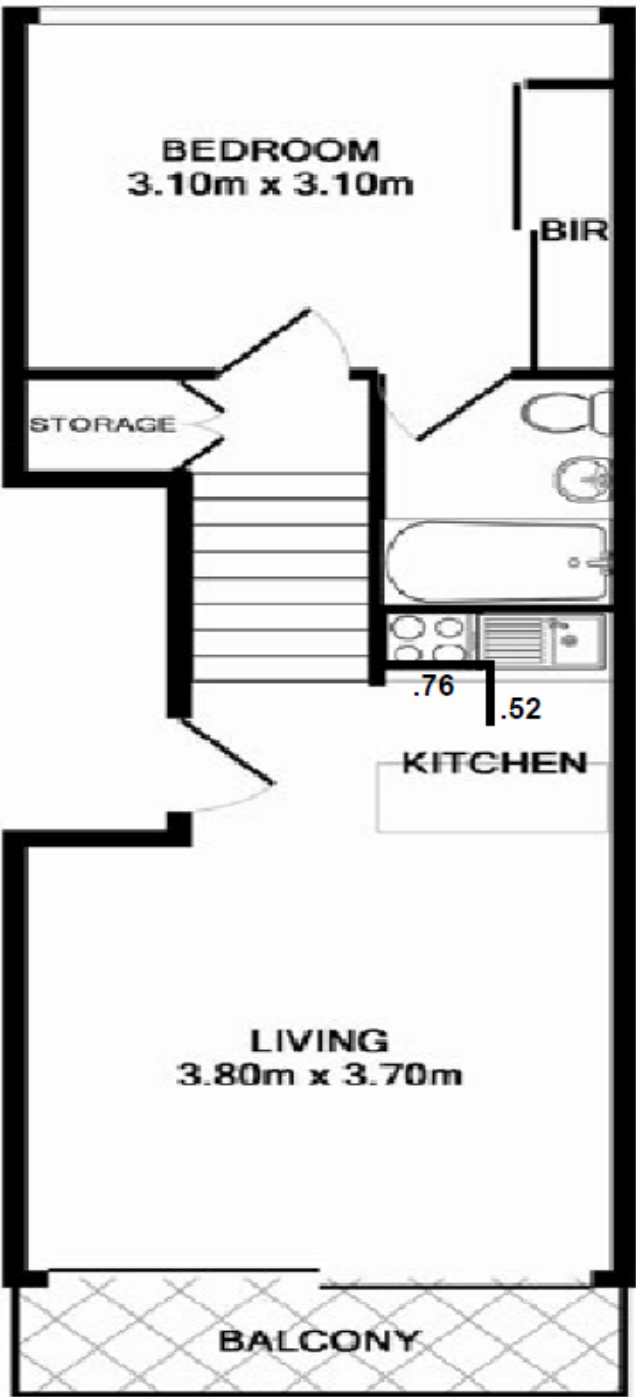
**GENERAL CONDITIONS**

- 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.



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## 58. Special By-Law 58 – 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

(Registered on or about 19 August 2016)

### 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) **Executive Committee** means the executive committee appointed by the Owners Corporation.
- (e) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.
- (f) **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.
- (g) **Lots** means lots 168 and 169 in strata plan of sub division registered number 13245 in strata plan no. 7114, jointly and severally.
- (h) **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.
- (i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 7114.
- (j) **Reinstatement Works** means the reinstatement works required under Part 3.5.
- (k) **Secretary** means the member of the Executive Committee who holds the office of secretary of the Owners Corporation.
- (l) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 1996* 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 1996*; 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 Executive 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 Executive 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 Executive 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 Executive 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 14 of the *Strata Schemes (Freehold Development) Act 1973*; 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 109 of the *Strata Schemes Management Act 1996*.

### **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 Executive Committee, and all signage must be in a form, design and material approved in writing by the Executive Committee. Consent may be withheld in the Executive Committee’s absolute discretion.
- (b) When seeking approval for signage, the Owner must apply by written notice to the Executive 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**

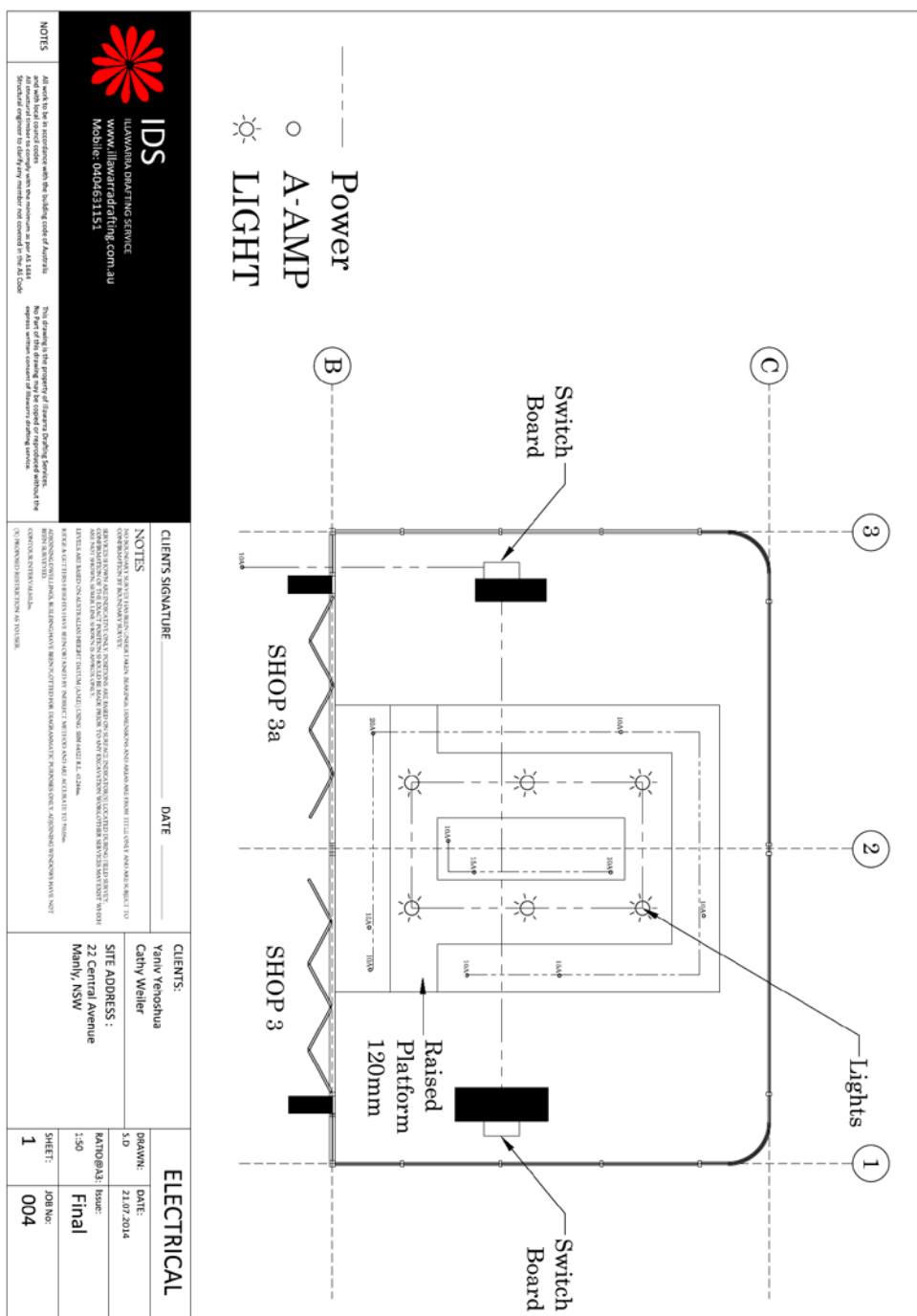
1. Lots 168 and 169 – Install and maintain new Bi-Fold Doors: Remove existing sliding windows and erect new Bi-Fold doors to match the same aluminium frame colour and opening, over all 10 panels of approx. 720mm each, stacking into two sets with a central locking (as further detailed in the attached 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.





[illegible]





**IDS**  
ILLUMINARIA DESIGN SERVICE  
www.illuminaria-design.com.au  
Mobile: 0404631151

All works to be in accordance with the building code of Australia as amended to comply with the minimum as per AS 1548.1. Structural engineer to take any matters not covered in this set of drawings.

This drawing is the property of Illuminaria Design Service. It is to be used for the project only and is not to be reproduced or used for any other purpose without the written consent of Illuminaria Design Service.

CLIENT'S SIGNATURE		DATE	
NOTES		DATE	
<p>1. ALL WORKS TO BE IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA AS AMENDED TO COMPLY WITH THE MINIMUM AS PER AS 1548.1. STRUCTURAL ENGINEER TO TAKE ANY MATTERS NOT COVERED IN THIS SET OF DRAWINGS.</p> <p>2. THIS DRAWING IS THE PROPERTY OF ILLUMINARIA DESIGN SERVICE. IT IS TO BE USED FOR THE PROJECT ONLY AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF ILLUMINARIA DESIGN SERVICE.</p> <p>3. ILLUMINARIA DESIGN SERVICE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DRAWING.</p> <p>4. ILLUMINARIA DESIGN SERVICE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DRAWING.</p>		<p>CLIENTS:</p> <p>Yanyu Venoshua</p> <p>City Weiler</p> <p>SITE ADDRESS:</p> <p>22 Central Avenue</p> <p>Manny, NSW</p>	
<p>DRAWN: S.D.</p> <p>DATE: 22/07/2014</p> <p>RATIO: A3:</p> <p>Scale: Final</p>		<p>SHEET: 1</p> <p>JOB No: 004</p>	





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:

- Commerical 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 abn:28 149 340 849 (m) 0431 468 980 (w) 9785 0490 (e) atpglass@optusnet.com.au

## 59. Special By-Law 59 – By-Law to authorise the owner of lot 170, to add to, alter and erect new structures on the common property and exclusive use

(Registered on or about 19 August 2016)

### 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) **Executive Committee** means the executive committee appointed by the Owners Corporation.
- (e) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.
- (f) **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.
- (g) **Lot** means lot 170 in strata plan of sub division registered number 13245 in strata plan No. 7114.
- (h) **Owner** means the owner of the Lot from time to time.
- (i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 7114.
- (j) **Reinstatement Works** means the reinstatement works required under Part 3.5.
- (k) **Secretary** means the member of the Executive Committee who holds the office of secretary of the Owners Corporation
- (l) **Strata Manager** means the person or entity appointed under the *Strata Schemes Management Act 1996* 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 1996*; 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 Executive 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 Executive 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 Executive 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 Executive 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 14 of the *Strata Schemes (Freehold Development) Act 1973*; 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 109 of the *Strata Schemes Management Act 1996*.

### **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:

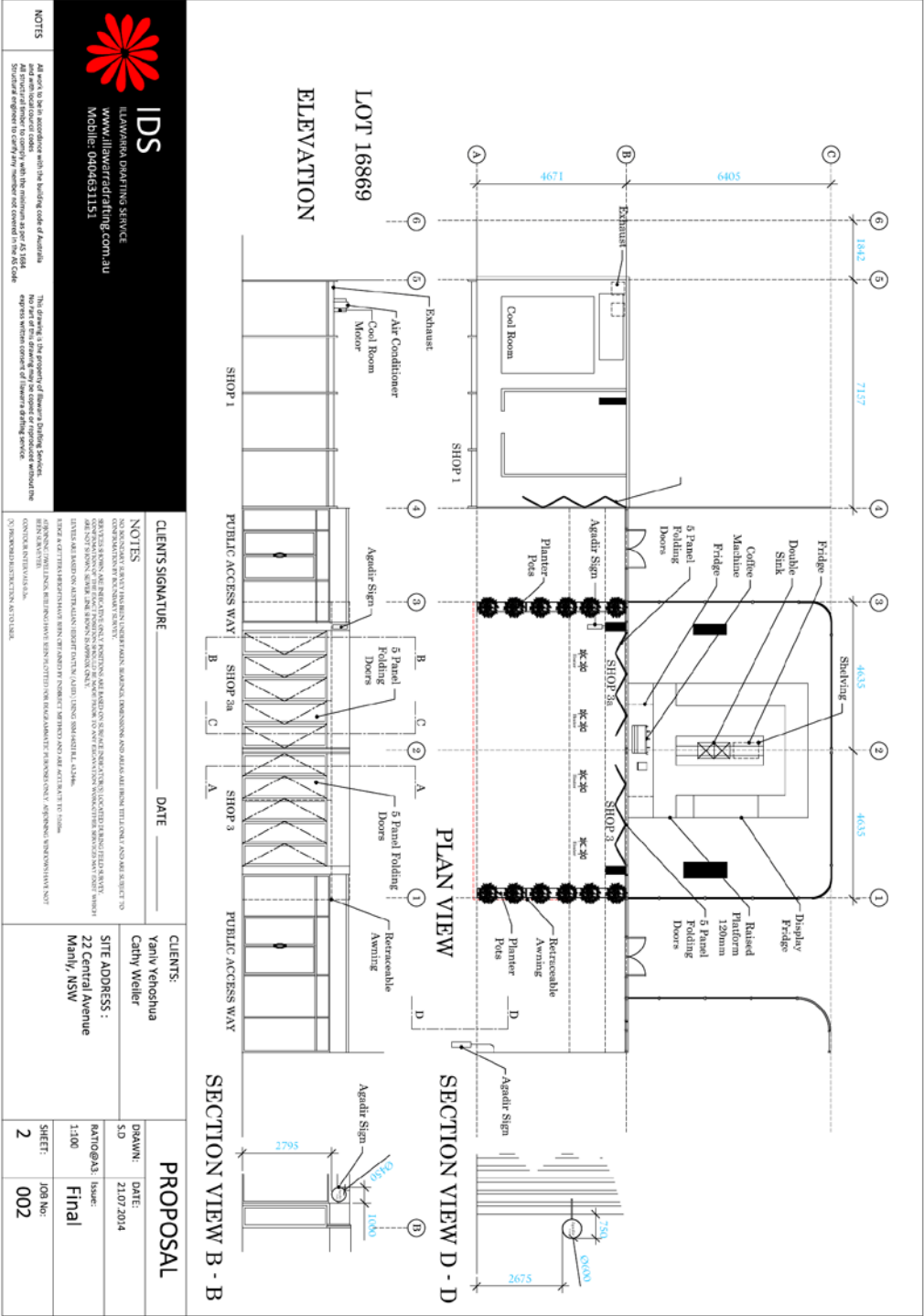
- (a) Signage may only be installed with (and strictly in accordance with) the formal consent in writing of the Executive Committee, and all signage must be in a form, design and material approved in writing by the Executive Committee. Consent may be withheld in the Executive Committee’s absolute discretion.
- (b) When seeking approval for signage, the Owner must apply by written notice to the Executive 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.

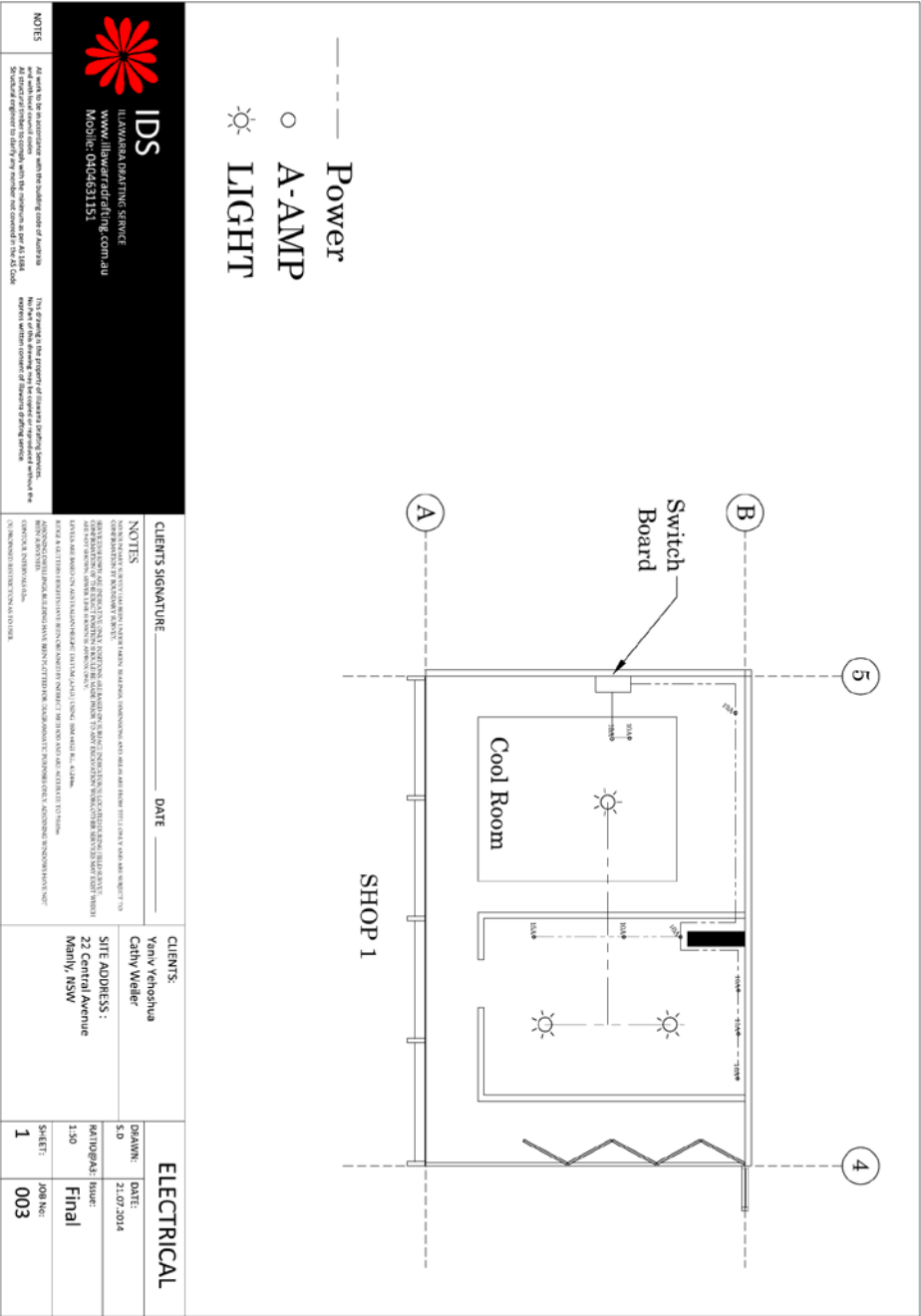
## **SCHEDULE 1**

### **SPECIFICATIONS AND PLANS DETAILING THE WORKS**

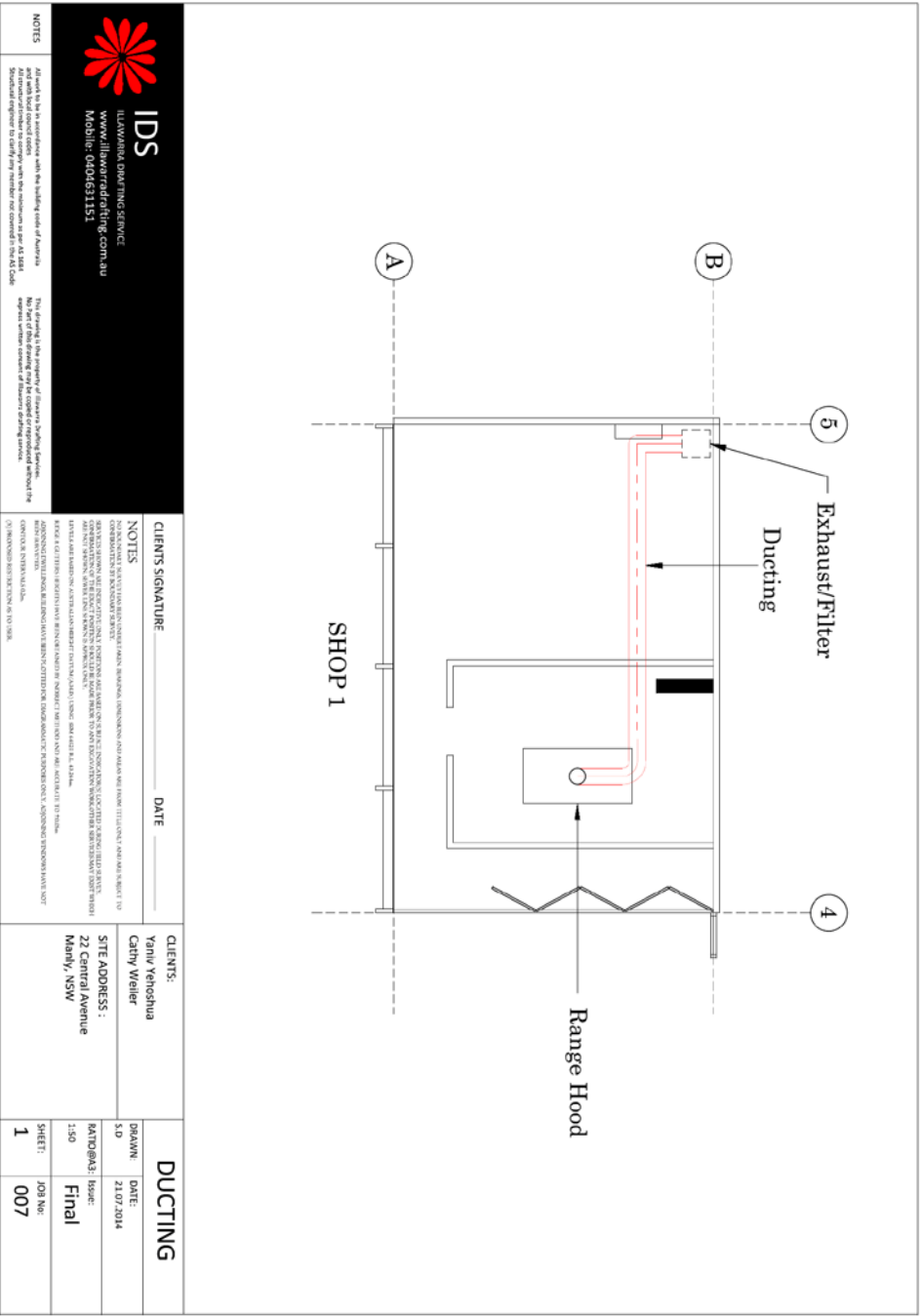
1. Lot 170 – Install and maintain new Bi-Fold Doors: Remove existing sliding window and erect new Bi-Fold doors to match the same aluminium frame colour and opening, over all 5 panels of approx. 720mm each stacking into one set with locking (as further detailed in the attached drawings, plans and specifications).
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).





<p><b>IDS</b> ILLUMINATA DRAFTING SERVICE www.illuminata-drafting.com.au Mobile: 0404631151</p> <p><b>NOTES</b> All work to be undertaken with the Building Code of Australia. All electrical work to comply with the requirements as per AS 1546. The client is responsible for obtaining all necessary permits and approvals. The client is responsible for providing access to the site and any necessary services. The client is responsible for providing any necessary information.</p>	<p><b>CLIENTS SIGNATURE</b> _____ <b>DATE</b> _____</p> <p><b>NOTES</b> This drawing is the property of IDS Illuminata Drafting Service. It is to be used for the project only and is not to be reproduced or used for any other purpose without the written consent of IDS Illuminata Drafting Service. The client is responsible for obtaining all necessary permits and approvals. The client is responsible for providing access to the site and any necessary services. The client is responsible for providing any necessary information.</p>	<p><b>CLIENTS:</b> Yenny Yehoshua Cathy Weiler SIT ADDRESS: 22 Central Avenue Manly, NSW</p> <p><b>ELECTRICAL</b> DRAWN: S.D. DATE: 21.07.2014 REVISIONS: 1.10 Final SHEET: 1 OF 003</p>
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**IDS**  
ILLUMINATE DESIGN SERVICE  
www.illuminate-design.com.au  
Mobile: 04963151

**NOTES**

1. All work to be in accordance with the National Code of Australia  
and with local council codes.  
2. All work to be in accordance with the National Code of Australia  
and with local council codes.  
3. All work to be in accordance with the National Code of Australia  
and with local council codes.

**CLIENTS SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**NOTES**

1. All work to be in accordance with the National Code of Australia  
and with local council codes.  
2. All work to be in accordance with the National Code of Australia  
and with local council codes.  
3. All work to be in accordance with the National Code of Australia  
and with local council codes.

**CLIENTS:**

Vinny Velichkua  
Cathy Weiler

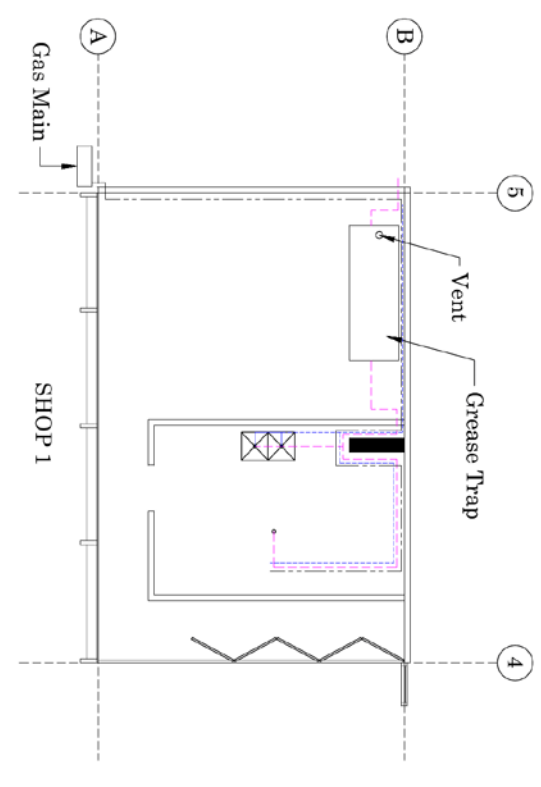
**SITE ADDRESS:**  
22 Central Avenue  
Marilyn, NSW

**PLUMBING**

**DRAWN:** SID  
**DATE:** 21.07.2014

**RATINGS:** 1.50  
**Issue:** Final

**SHEET:** 1  
**DOB No:** 005



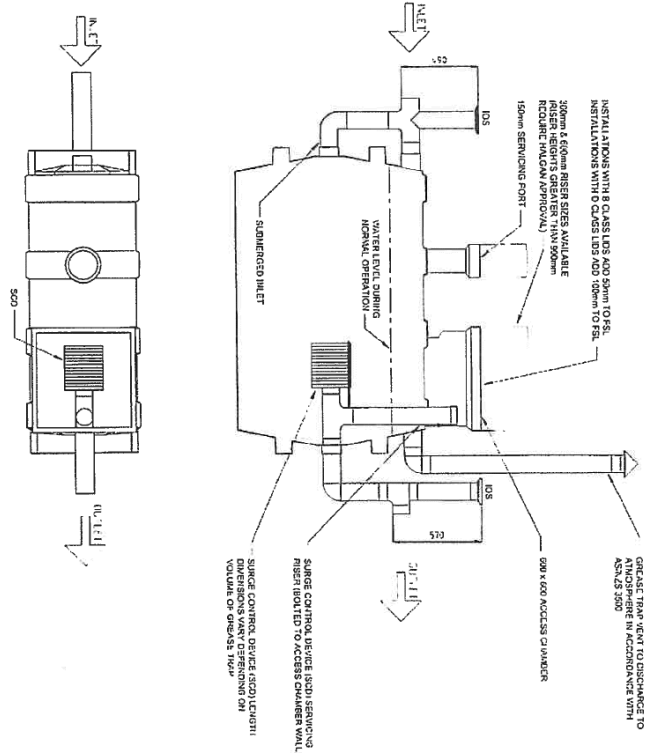
# GAS INSTALLATION PLAN (1 page)

<p><b>IDS</b> ILLAWARRA DRAFTING SERVICE www.illawarradrafting.com.au Mobile: 0404631151</p> <p><b>NOTES</b> All work to be in accordance with the building code of Australia and with local council codes. The client is responsible for obtaining all necessary permits and approvals to carry out the work and comply with the Code.</p> <p>This drawing is the property of Illawarra Drafting Service. It is not to be used for any other purpose without the written permission of Illawarra Drafting Service.</p>	<p><b>CLIENTS SIGNATURE</b> _____ <b>DATE</b> _____</p> <p><b>NOTES</b> This drawing is the property of Illawarra Drafting Service. It is not to be used for any other purpose without the written permission of Illawarra Drafting Service.</p>	<p><b>CLIENTS:</b> Yaniv Yehoshua Cathy Weiler</p> <p><b>SITE ADDRESS:</b> 22 Central Avenue Manly, NSW</p>	<p><b>RATIO@A3:</b> 1:100</p> <p><b>ISSUE:</b> A</p> <p><b>SHEET:</b> 3</p> <p><b>JOB No:</b> 003</p>
<p>Plumbing Gas like</p>			



## HALGAN MGT 1000 GREASE TRAP DETAIL

- | HALCAN MGT 1000 GREASE TRAP DIMENSIONS |        |       |        |        |        |
|--|--------|-------|--------|--------|--------|
| MODEL                                  | HEIGHT | WIDTH | LENGTH | VOLUME | WEIGHT |
| MGT 1000                               | 1500mm | 770mm | 2060mm | 1000L  | 100 KG |



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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:

- Commerical 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 abn:28 149 340 849 (m) 0431 468 960 (w) 9785 0490 (e) atpglass@optusnet.com.au

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**

7/11 Elizabeth St  
Campsie NSW 2194  
T: 02 9787 2533  
F: 02 9787 2588  
[www.aceventilation.com](http://www.aceventilation.com)  
ABN: 88 088 794 003

7/11 ELIZABETH STREET CAMPSIE NSW 2194

PHONE: (02) 9787 2533

ABN: 88 088 794 003

EMAIL: enquiries@aceventilation.com.au



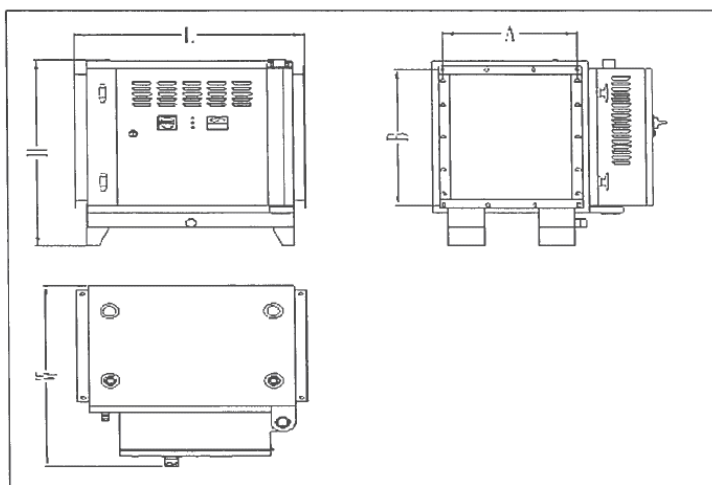
## Electrostatic Precipitator

### Model: BS-216Q-2K

Perfect Solution to Kitchen Exhaust Fume

<b>Cabinet</b>	1.5mm A3 Steel Sheet	<b>Cell/Each</b>	L: 487.5mm, W:483.4mm, H: 240mm
<b>Finishing</b>	Epoxy Powder Coated,Blue and Yellow		Ionizing voltage: 14KVdc-16KVdc
<b>Air Volume</b>	2000cmh		Uses 1 Patented Cylindrical Honeycomb Structure
<b>Air Flow</b>	Left to Right, Right to Left		Filter Cells
<b>Static Pressure</b>	130 Pascal	<b>Efficiency</b>	More than 85%.
<b>Features</b>	High-performance Power Pack	<b>Weight</b>	72.5Kg
	Soft Startup, Short Circuit Protection	<b>Power cons</b>	400 Watts
	Invariable Current Output	<b>Input Volt:</b>	220Vac+/-10%, 50 Hz
	Transformer Over-heated Protection	<b>Pre-filter</b>	Steel, Washable
	Power Over Loading Protection	<b>Installation</b>	Ceiling suspended, wall or frame mounted
	Malfunction Diagnosis	<b>Options</b>	Remote on/off switch, indicator lights
	Transformer Over-heated Production	<b>Controls</b>	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



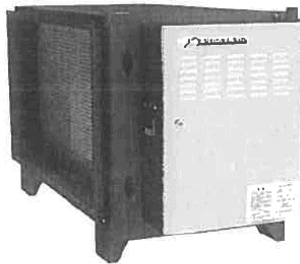
7/11 ELIZABETH STREET CAMPSIE NSW 2194  
 PHONE: (02) 9787 2533  
 ABN: 88 088 794 003  
 EMAIL: enquiries@aceventilation.com.au

# ELECTROSTATIC FILTERS

## ELECTROSTATIC FILTER SPECIFICATION

AIR POLLUTION CONTROL SYSTEM DESIGNED FOR FOOD PREMISES TO ELIMINATE POLLUTION AND ODOUR  
 IN LOW ALTITUDE EMISSIONS

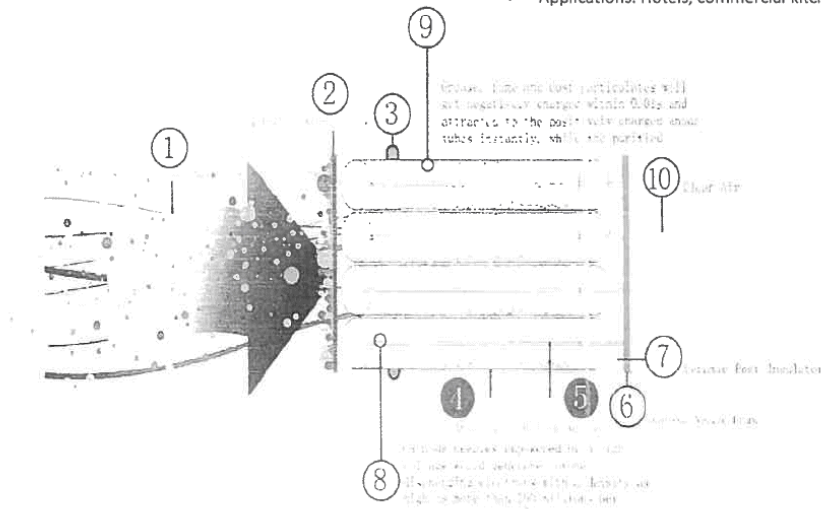
DIMENSIONS: 735mmL X 750mmW X 773mmH  
 WEIGHT: 75kg



MODEL: BS-216Q-2K

FOR CHARCOAL & CHAR-GRILL COOKING CONSULT OUR ENGINEER FOR CORRECT SIZING AND ALSO IF THE AIR VOLUME REQUIRED IS HIGHER THAN 3400L/s.

- Colour: dark blue and yellow
- Design: Modular
- Purification Efficiency: more than 85%
- Cabinet: A3 mild steel
- Option: Auto-cleaning device
- Function: Fume Filter for Commercial Kitchen
- Type: Electrostatic Precipitators (ESP)
- Applications: Hotels, commercial kitchens etc.



## Exhaust Hoods

The purpose of a commercial kitchen exhaust hood is to remove heat and contaminants produced during the cooking process, thereby ensuring a clean kitchen and a reduction in fire hazards.

**Design:** We offer a free measure and quote service, with your unique needs in mind, our consulting team will design an efficient ventilation system to meet the specific needs of your business at a cost effective price

**Manufacture:** All our exhaust hoods are fabricated by our experienced team in our factory in Campsie, each custom made exhaust hood is made from high quality 1.2.304 grade stainless steel and complies with all Australian standards.

**Installation:** our service includes professional installation by our experienced team.

**Local council compliance:** We can provide shop drawings for your council application and a compliance certificate for council on completion to ensure that your business is up and running as soon as possible.

Ace Ventilation manufacture, design and install commercial kitchen rangehoods throughout Sydney and New South Wales, we can supply exhaust hoods to suit all kitchens and all budgets.

Our stainless steel welded exhaust hoods can be designed and manufactured to any size and type of cooking equipment including:

- Low back kitchen exhaust hood
- Wall mounted kitchen exhaust hood
- Single island kitchen exhaust hood
- Double island kitchen exhaust hood
- L shaped hoods
- Dishwasher hoods
- Hood extensions

hoods to suit pizza oven, charcoal chicken and wok cooking.

Low velocity exhaust hoods: Low velocity supply air flows through the front perforated face of the hood. Together with the larger overhang, it ensures that fumes and heat produced by cooking surges are kept inside the hood before being filtered and exhausted. All kitchen exhaust hoods will be fitted with approved grease filters and heat proof glass with fluorescent lights are available if required.

## Fans

Ace Ventilation manufacture our own commercial exhaust fans in-house. Our professional staff will ensure selection of the right exhaust fan for your specific needs.

Ace Ventilation also obtain and install exhaust fan motors from other leading suppliers of commercial exhaust fan motors and ventilation equipment where required.

### Vertical Discharge Fan

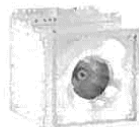
Features:



- constructed from galvanized steel
- backward curved centrifuge impeller
- speed controllable
- single phase or 3phase
- can discharge up to 2400 L/S at 400pa
- complies with Australian Standards

## AIR PURIFIER ELECTROSTATIC PRECIPITATOR

### Features:



- full steel construction
- direct drive centrifugal impeller
- can be used for supply or exhaust systems
- single phase or 3 phase
- speed controllable
- can be mounted vertically or horizontally
- performs up to 3200 L/S at 200pa
- complies with Australian Standards

## Electrostatic Filters

The perfect solution to cooking fume pollution. Ideal for Charcoal Chicken and Wok cooking.

Our Air Purifier Electrostatic Precipitator (ESP) for commercial kitchen exhaust ventilation is a specially designed commercial air purifier with an electrostatic air filter capable of capturing 95% of airborne oil mist, grease vapor and exhaust fumes, which makes it a perfect exhaust air filtering unit for kitchen exhaust ventilation for food service establishments specialising in heavily-oiled and strongly-flavored cuisines, including charcoal, wood and wok cooking.

Our ESP can be installed indoors or outdoors, rooftop or interior mounted to meet your needs.

### Features:

Our electrostatic precipitator (ESP) Super Van Series is a highly efficient filtration device, providing excellent grease and smoke control systems for kitchen workplace and restaurant environments.

Extremely high efficiency of fume and oil mist



elimination. With its patented cylindrical honeycomb structure filter cell an average disposal efficiency of above 95% is guaranteed in this series of cooking exhaust filter.

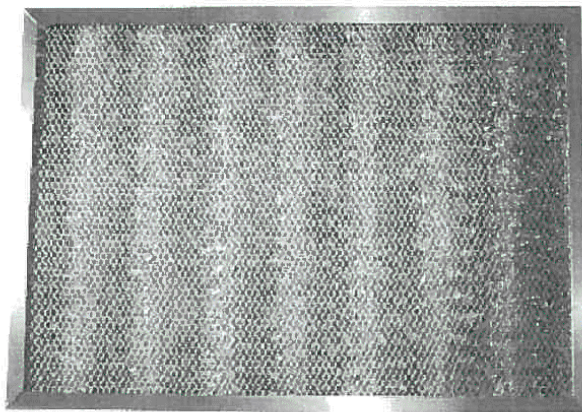
Powerful, stable and energy saving: with high end, high frequency and high voltage, solid state transformer with epoxy resin encapsulation, driven by half bridge switching converter.

Safe and reliable: multiple protection functions such as electrostatic discharge protection, power overloading protection and transformer overheating protection.

Strict Quality Control: ISO9001:2008 certified quality control system.

## Filters

### Honeycomb Grease Filter for Kitchen Exhaust Hoods



The honeycomb grease filter is a lightweight, washable, acid resistant aluminium filter designed for use in cooking exhaust systems.

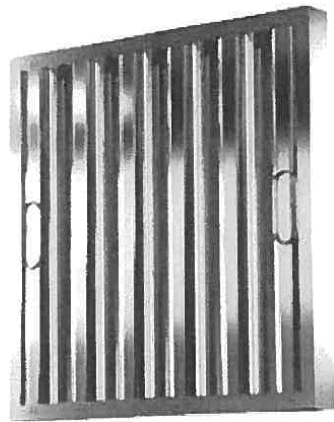
Our filters are manufactured to the highest standard and designed to meet the relevant Australian Standards:

AS 1668.2-2012 Mechanical ventilation in buildings.

AS 1530.1 Methods for fire tests on building materials,

components and structures – Combustibility test for materials.

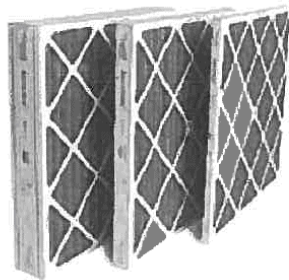
The filters are designed to catch maximum grease with minimum resistance.



### Flame Stop Baffle Filters

Baffle Grease Filters are designed to prevent flames travelling from the cooking area up into the extraction duct. Each blade of the filter overlaps the opposite one forcing the grease laden air to change direction as it passes through. The grease is separated from the air and drains down the blades and through the drain holes provided into a collection tray located in the kitchen canopy.

### Pleated Panel Filters 30/30



A Primary filter for ventilation systems, this is a high performance disposable pleated panel filter.

The combination of the unique replaceable; media, beverage board and pleating technology makes the 30/30 a low-energy top

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 6511	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 1800 804 134	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)

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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 Collitt Pty Ltd 97738816	JBC1000 SS	1,000 L	Above ground	Stainless steel
Mascot Engineering 1300 885 295	GA-100	1,000 L	Either	Glass reinforced concrete (must be epoxy coated internally)
SEPA Pty Ltd ACN 130929 887 9542 2434	BS 10 1000L	1,000 L	Above ground	Stainless steel
Stainless Steel Metal Craft 4735 5666	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

## 60. Special By-Law 60 – Vehicle access to common property

(Registered on or about 22 March 2016)

### 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) **Executive Committee** means the executive committee of the Owners Corporation or if nominated by the executive committee, the building manager or the strata manager for the Scheme.
- (c) **Lot** means a lot in strata plans 7114 and 13245.
- (d) **Common Property** means the common property in the Scheme.
- (e) **Owner or Occupier** means the owner or the 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) **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.
- (h) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.

##### 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 1996*; 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 Executive 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 Executive 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.

## 61. Special By-Law 61 – Real estate signs for selling and letting lots in the scheme

(Registered on or about 22 March 2016)

### 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) **Executive Committee** means the executive committee of the Owners Corporation, or if nominated by the Executive Committee the building manager or the strata manager for the Scheme.
- (c) **Lot** means a lot in strata plans 7114 and 13245.
- (d) **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.
- (e) **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) **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.
- (h) **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.
- (i) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.

##### 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 1996* ("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 Executive 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 Executive 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 Executive Committee may remove from the Common Property any Real Estate Sign in breach of this by-law.

## 62. Special By-Law 62 – Air-conditioning level 10

(Registered on or about 22 March 2016)

*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) **Executive Committee** means the executive committee of the Owners Corporation or if nominated by the Executive Committee, the building manager or the strata manager for the Scheme.
- (d) **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 Executive Committee); and
  - (ii) workers compensation insurance, if required.

- (e) **Lot** means lots 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183 and 184 in strata plan 7114.
  - (f) **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 Corporation 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.
  - (g) **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.
  - (h) **Owner** means the owner of a Lot from time to time.
  - (i) **Owners Corporation** means the owners corporation created by the registration of strata plans 7114 and 13245.
  - (j) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
  - (k) **Special Privilege Area** means the common property areas reasonably required to keep the Owners Corporation Works and the Lot Works.
  - (l) **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.
- 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 1996*; 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 Executive 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 Executive Committee; and
  - (iii) only be accessed by the Owner for the purpose of repair or maintenance with the prior written approval of the Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Committee that the Lot Works have been completed;
- (b) notify the Executive 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 Executive 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 Executive Committee for the special

privilege granted under this by-law.

## **PART 3.5**

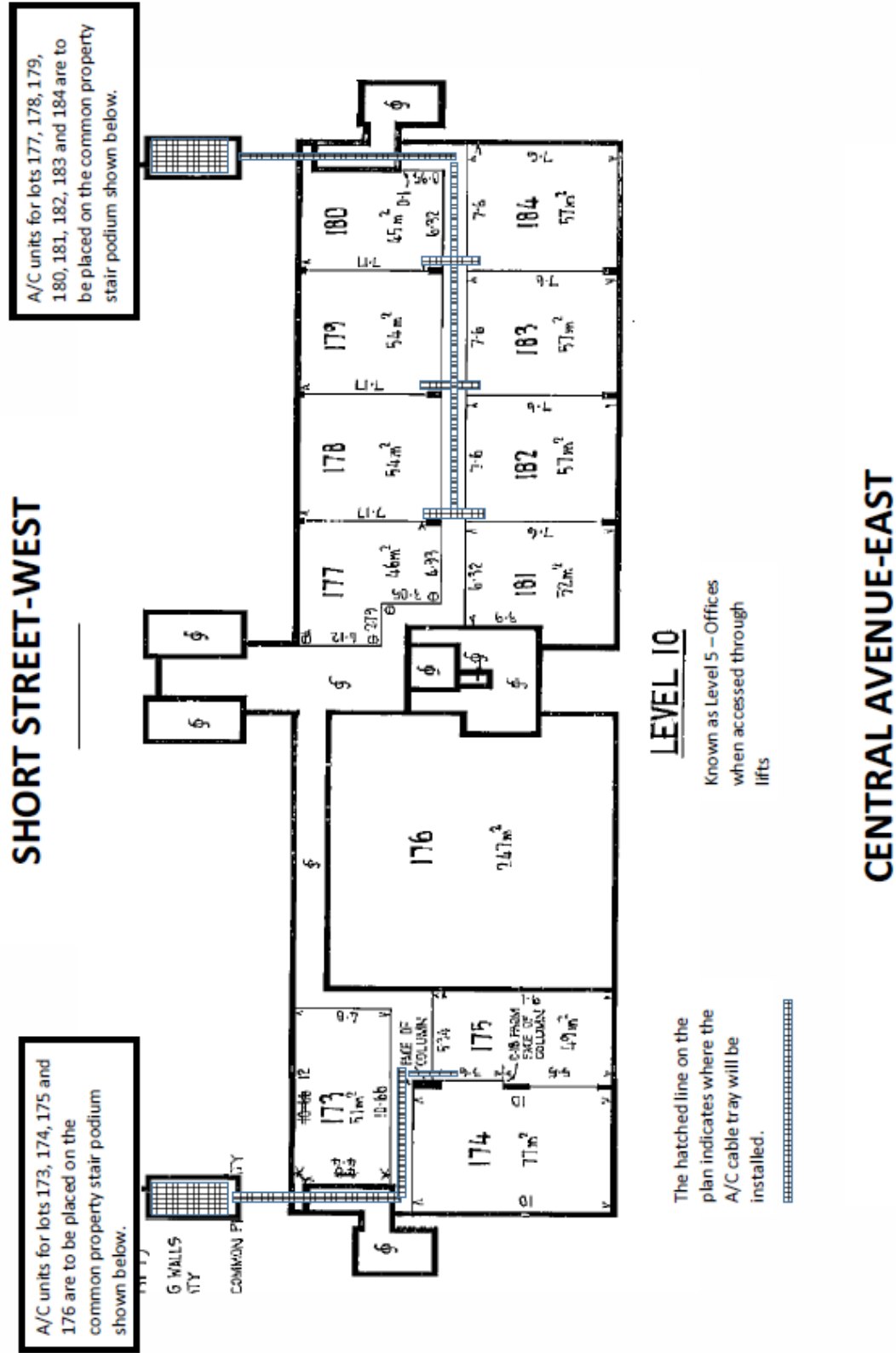
### **ENDURING RIGHTS AND OBLIGATIONS**

#### **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 80(1) of the *Strata Schemes Management Act 1996* 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 109 of the *Strata Schemes Management Act 1996*.



## 63. Special By-Law 63 – Emergency event management

(Registered on or about 22 March 2016)

### 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 Executive Committee, a small team from the ranks of the Executive Committee to take action in the best interests of all lot owners as a whole without the need to defer to the Executive 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 Executive 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 Executive Committee appointed annually by the Executive Committee after each AGM in anticipation of an Emergency Event.
- (e) **Executive Committee** means the executive committee of the Owners Corporation, or if nominated by the Executive Committee the building manager or the strata manager for the Scheme.
- (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) **Scheme** means the strata scheme created by registration of strata plans 7114 and 13245.
- 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 1996*; 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 Executive Committee;
  - (b) to appoint a member or members of the Executive 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 Executive 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 Executive Committee and the Emergency Management Team for all actions taken in relation to or in connection with this by-law.

## 64. Special By-Law 64 – By-Law for works and exclusive use (lot 180)

(Registered on or about 19 August 2016)

### PART 1

#### INTRODUCTION

- 1.1 This is a by-law made under Division 4 of Part 5 of Chapter 2 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 keep the Works and to use the Exclusive Use Areas;
  - (b) CONFER, subject to Special By-Law 30, 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, 1996 (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) **Executive Committee** means the executive committee of the Owners Corporation or if nominated by the executive committee, the building manager or the strata manager for the Strata Scheme.
- (j) **Hot Water System** means the hot water system permitted to be installed under and in compliance with this by-law.
- (k) **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.
- (l) **Lot** means lot 180 in the Strata Scheme.
- (m) **Owner** means the owner of the Lot.
- (n) **Owners Corporation** means the owners corporation created on registration of 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 (Freehold Development) Act, 1973* (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 30 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 Executive 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 attached at **Annexure "A"**;
- (d) **(approvals from Authorities)** obtain all necessary approvals/consents /permits/certificates from any Authority and provide a copy to the Executive Committee;
- (e) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 30, 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 Executive 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)

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**PHILLIP RAYMOND NOLAN**, Sole Director & Secretary

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