Strata Plan 50834

The registered by-laws of The Owners – Strata Plan 50834, Riverview.
Also on the website: 10broughtonstreet.com/by-laws

1. NOISE

1.1 An owner or occupier of a lot must not create any noise on a lot or the common property that by reason of its level, nature, character or quality, or the time at which it is made, or the location at which it is made, or any other circumstances, is likely to be offensive or to interfere with the peaceful enjoyment or repose of an owner or occupier of another lot or of any person lawfully using common property.

2. VEHICLES

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

2.2 All vehicles permitted by the owners corporation to park or stand on the common property must remain registered with the relevant state authority and be in working order.

2.3 Vehicles such as boats, jet skis, trailers, caravans, camper trailers, and the like, will not be permitted to stand or be parked on the common property.

2.4 Mobile skips on wheels may be permitted to be parked but only on application and after the prior written approval of the owners corporation.

2.5 At no time is a vehicle to stand or be parked and left unattended in a driveway.

2.6 At no time is a vehicle to stand or be parked so as to block any vehicular entrance or exit to the strata scheme or so as to block any other means of access to the strata scheme.

2.7 Common property parking spaces are a shared resource. All vehicles permitted by the owners corporation to park or stand on the common property may do so for a continuous period not longer than 72 hours within the same parking space.

2.8 At no time is an owner or occupier to perform mechanical repairs to a vehicle on the common property, except in circumstances where a roadside assistance service is required.

2.9 At no time is a vehicle to stand or be parked on the common property lawns or gardens.

2.10 Human habitation is not permitted in vehicles, on any part of the common property or in lot owner garages at any time as it is contrary to local council regulations and planning permissions and presents a risk to health and safety.

3. OBSTRUCTION OF COMMON PROPERTY

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

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

4.1 An owner or occupier of a lot must not:

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

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

4.2 When using the designated shared produce garden, owners and occupiers must have regard to the rights of use of other owners and occupiers and must ensure that no mess or debris is left behind and the garden is kept in a clean and orderly state after such use.

5. DAMAGE TO COMMON PROPERTY

5.1 An owner or occupier of a lot must not damage common property except with the written approval of the owners corporation.

5.2 This by-law does not prevent an owner or person authorised by an owner from installing:

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

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

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

(d) undertaking cosmetic work specified in section 109 of the *Strata Schemes Management Act* 2015.

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

5.4 Clause 5.2 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

5.5 Despite section 106 of the *Strata Schemes Management Act* 2015, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 5.2 that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 5.2 that forms part of the common property and that services the lot.

6. BEHAVIOURS OF OWNERS, OCCUPIERS AND INVITEES

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

6.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause 6.1.

6.3 Pursuant to section 153 of the *Strata Schemes Management Act* 2015 owners, occupiers or others must not cause a nuisance or hazard to the owners or occupiers of a lot.

7. CHILDREN PLAYING ON COMMON PROPERTY

7.1 Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

7.2 Adults supervising children in the swimming pool and surround must ensure that the pool rules are followed at all times. Pool rules are displayed at the pool entrance.

7.3 The tennis court is to be used for tennis only. Other sports or games are not permitted to be played on the tennis court.

7.4 An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a car parking area or other area of possible danger or hazard to children.

8. DISPOSAL OF WASTE – SHARED BINS

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

8.2 An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy, sanitary or incontinence pads, disinfectant wipes including those marketed as 'flushable wipes').

8.3 An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

8.4 The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

8.5 In this by-law—
bin includes any receptacle for waste,
waste includes garbage and recyclable material.

9. DRYING OF LAUNDRY ITEMS

9.1 An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the lot or common property, including the balcony railing, in such a way as to be visible from outside the building.

10.CLEANING WINDOWS AND DOORS

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

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

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

11. STORAGE OF FLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

11.2 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.

11.3 An owner or occupier of a lot must not store or charge a lithium battery used in an electric vehicle, including an e-bike or e-scooter in the lot apartment.

11.4 Lithium ion batteries associated with e-scooters and e-bikes may be charged in the lot garage subject to and in accordance with the fire prevention and safety advice provided by Fire & Rescue NSW on the website (fire.nsw.gov.au).

12. FLOOR COVERINGS

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

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

12.3 Pursuant to section 110 of the *Strata Schemes Management Act* 2015, if an owner is seeking to install or replace wood or other hard floors, or to remove carpet or other soft floor coverings to expose underlying wooden or other hard floors, the prior written approval of the owners corporation must be obtained. The owner must comply with By-Law 21 - Minor Renovations.

13. KEEPING OF ANIMALS

13.1 Subject to section 139A of the *Strata Schemes Management Act* 2015, an owner or occupier of a lot may keep an animal on the lot with the written approval of the owners corporation.

13.2 The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot and must give an owner or occupier written reasons for any refusal to grant approval.

13.3 If an owner or occupier of a lot keeps an animal, the owner or occupier must:

(a) keep the animal within the unit. The animal is not to be kept on the balcony when the owner or occupier is not at home,

(b) only allow the animal to be on common property to enter or to exit the parcel from their lot and then only with an appropriate restraint (lead, cage or similar),

(c) ensure that the animal does not cause a nuisance or hazard to, or interfere with the peaceful enjoyment of the owner or occupier of another lot or any person on the common property, and

(d) the animal is not to be taken into the swimming pool enclosure or the tennis court.

13.4 Any injury to a person caused by the animal whilst moving through the common property is the sole responsibility of the owner or occupier of the lot and not the owners corporation.

13.5 The person in control of the animal must take any action that is necessary to prevent the animal from soiling or dirtying the lot (including by any pet hair) or while on the common property (including gardens and courtyards) and must immediately clean all areas of the lot or common property that are soiled or dirtied by the animal (including by any pet hair).

13.6 Animal excreta must be wrapped in a plastic bag, sealed and placed in the garbage bins in the main garbage areas.

13.7 'Kitty litter' must not be flushed down the sewage system and must be double wrapped in plastic bags and placed in the garbage bins in the main garbage areas.

13.8 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act* 1992 of the Commonwealth.

14. APPEARANCE OF LOT

14.1 The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the building.

14.2 This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type which is covered under By-law 9.

15. CHANGE IN USE OR OCCUPATION OF LOT TO BE NOTIFIED

15.1 An owner or occupier of a lot must notify the owners corporation if the owner or occupier changes the existing use of the lot.

15.2 Without limiting clause 15.1, the following changes of use must be notified:

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes), and

(b) a change to the use of a lot for short-term or holiday letting.

15.3 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

16. PROVISION OF AMENITIES OR SERVICES

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

(a) window cleaning,
(b) garbage disposal and recycling services,
(c) electricity, water or gas supply,
(d) telecommunications services (for example, cable television).

16.2 If the owners corporation makes a resolution referred to in clause 16.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the condition on which, it will provide the amenity or service.

16.3 Note. Section 117 of the *Strata Schemes Management Act 2015* provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or the lot owner or occupier.

17. COMMON PROPERTY LOCKS

17.1 Pursuant to section 106 of the *Strata Schemes Management Act* 2015, the owners corporation has determined that repair of locks to lot/unit mail boxes, lot/unit external doors and garage doors be the responsibility of the individual lot owner.

18. DELEGATION OF OWNERS CORPORATION DECISION MAKING POWER TO THE STRATA COMMITTEE

18.1 For the purposes of section 110(6)(b) of the *Strata Schemes Management Act* 2015, the owners corporation delegates its functions under section 110 of that Act to the strata committee.

19. REAL ESTATE SIGNS

19.1 'Auction', 'For Sale' (but not 'For Lease' or 'For Rent') signs and the like, are permitted on common property, subject to the following conditions:

(a) approval must be obtained in advance and in writing from the owners corporation strata committee or its authorised delegates. The committee or its authorised delegate must approve the application within five (5) working days providing that all of the conditions from (a) to (e) are complied with,

(b) one sign only will be permitted, and this is to be erected in the lawn area of the grounds, not otherwise affixed to common property, and must not be erected so as to obscure the view from any unit,

(c) the maximum size of the sign to be 1.8 x 1.2 metres,

(d) signs are to be removed the day after the contracts become final, and

(e) owners are fully responsible for the actions of their estate agents and contractors, and shall indemnify the owners corporation from and against all costs, including the cost to the owners corporation in removing any sign in breach of these conditions.

20. SECURITY IN THE STRATA SCHEME

20.1 An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and, without limitation, an owner or occupier of the lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

20.2 The owners corporation may take all reasonable steps:

(a) to ensure the security of the parcel from intruders,

(b) to preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards, and

(c) for the proper control and administration of those areas.

20.3 And if it considers it necessary or desirable, the owners corporation may, without limitation:

(a) close off or restrict by means of security devices access (on either a temporary or permanent basis) to any apart of the common property not required for access to a lot,

(b) permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel,

(c) restrict by means of security key the access of owners and occupiers of lots in any one building to any other building on the parcel, and

(d) if the owners corporation restricts the access of owners and occupiers under this by-law, the owners corporation may make available to owners of lots the number of security devices the owners corporation considers necessary and the owners corporation may charge the owners a refundable fee or bond for any security device (as determined from time to time by the strata committee).

21. MINOR RENOVATIONS

21.1 This by-law sets out the rules owners must follow if intending to carry out minor renovations to a common area in the building in connection with the owners' lot, with the exception of the installation of a reverse cycle split system air conditioner. The minor renovation of installing or replacing a reverse cycle split system air conditioner is subject to By-law 22.

Definitions & Interpretation

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

(a) "**Act**" means the *Strata Schemes Management Act* 2015,

(b) "**lot**" means a lot in the strata scheme,

(c) "**building**" means the building in the strata scheme in which an owner's lot is located,

(d) "**common property**" means the common property in the strata scheme SP50834,

(e) "**minor renovations**" means any work to a common property area in the building in connection with the owner's lot for the following purposes:

(i) renovating a kitchen,

(ii) renovating a bathroom in a manner that does not involve waterproofing,

(iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,

(iv) changing recessed light fittings,

(v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,

(vi) installing or replacing wood or other hard floors,

(vii) installing or replacing wiring or cabling or power or access points,

(viii) installing or replacing pipes and ducts,

(ix) work involving reconfiguring walls in a manner that does not involve structural changes,

(x) installing a rainwater tank,

(xi) installing a clothesline,

(xii) installing double or triple glazed windows,

(xiii) installing a heat pump or hot water service,

(xiv) installing ceiling insulation,

but cannot include non-minor renovations,

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

(i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(ii) work involving structural changes,

(iii) work that changes the external appearance of a lot, including the installation of an external access ramp,

(iv) work involving waterproofing,

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

(vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

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

(h) "**owner**" means an owner of a lot and includes successors in title.

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

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

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

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

(d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(e) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

Approval Process

21.4 An owner may carry out, or permit another person to carry out on the owner's behalf, minor renovations with the approval of the owners corporation or strata committee.

21.5 If an owner wishes to carry out minor renovations, the owner must make an application to the owners corporation in order to seek its approval of the minor renovations.

21.6 The application must be in writing, using the 'Riverview Apartments Renovation Application Form', and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

21.7 The application must contain:

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

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

21.9 The owners corporation may engage a consultant to assist it review the application.

21.10 The owners corporation may:

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

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

Before the Minor Renovations

21.12 Before commencing minor renovations, an owner must:

(a) give the owners corporation at least 14 days' written notice. The owner's written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,

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

(i) licence,
(ii) all risk insurance policy which must include public liability cover in the sum of $20,000,000.00,
(iii) workers compensation insurance policy (if required by law), and
(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),

(c) if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,

(d) if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), the acoustic properties of the new floor coverings in situ must comply with the standards set out in the Building Code of Australia. If requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings in situ,

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

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

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

21.13 If an owner has not complied with any of the conditions set out in clause 21.12, the owner must not begin the minor renovations and if an owner has already begun the minor renovations, the owner must immediately stop the renovations.

During the Minor Renovations

21.14 During the minor renovations owners must:

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

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

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

(d) works creating noise issues are restricted to the hours of 7.30am and 5.30pm Monday to Friday and 8.00am to 2.00pm Saturday or during such hours as are permitted by the Council,

(e) at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

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

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

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

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

(j) make sure that no building materials are stored on common property,

(k) protect all areas of the building outside the owner's lot which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common property areas, especially the walls, floors and stairwells leading to the owner's lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

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

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

(n) give the owners corporation's nominees (which may be its consultant) access to the owner's lot to inspect the minor renovations on reasonable notice,

(o) ensure that no contractors' vehicles obstruct the common property areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary and at no time are contractors' vehicles to be parked on the grassed areas,

(p) ensure that the security of the building is not compromised and that no external doors in the common property area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,

(q) not vary the minor renovations without obtaining the prior written approval of the owners corporation or strata committee, and

(r) pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant if required to inspect the minor renovations.

After the Minor Renovations

21.15 After the minor renovations have been completed, the owner must:

(a) promptly notify the owners corporation that the minor renovations have been completed,

(b) give the owners corporation's nominees (which may be its consultant) access to the owner's lot to inspect the minor renovations on reasonable notice,

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

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

(e) if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings in situ.

Enduring Obligations

21.16 The owners must:

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

(b) repair any damage caused to another lot or the common property areas by the carrying out of the minor renovations in a competent and proper manner,

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

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

(e) indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common property areas arising from the minor renovations or the owner's breach of this by-law, and

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

Bond

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

(a) repairing any damage caused to a common property area or any other lot during or as a result of the minor renovations,

(b) cleaning any part of the common property area as a result of the minor renovations, and

(c) the owners corporation must refund the bond, or the remaining balance of it, when the owner notifies the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of this by-law.

Breach of this By-Law

21.18 If an owner breaches any condition of this by-law and fails to rectify that breach within 14 days of service of a written notice from the owners corporation requiring

rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

(a) rectify the breach,

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

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

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

Decision of Owners Corporation not to Maintain Minor Renovations

21.19 To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by the lot owner pursuant to an approval granted under this by-law; and

(b) in the light of the obligations imposed on the lot owner in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common property area in the strata scheme or detract from the appearance of any property in the strata scheme.

22. MINOR RENOVATIONS – INSTALLATION OF REVERSE CYCLE SPLIT SYSTEM AIR-CONDITIONER

22.1 This by-law sets out the rules owners must follow if intending to carry out the minor renovation of installing or replacing a reverse cycle split system air-conditioner.

Definitions & Interpretation

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

(a) "**Act**" means the *Strata Schemes Management Act* 2015,

(b) "**air-conditioner**" means a reverse cycle split system air-conditioning system including all condensers, motors, internal units, pipes, wires, cables, ducts, conduits, switches and other components forming part of the air-conditioning system,

(c) "**air-conditioner works**" means any work to a common property area in the building in connection with an owners lot for the purpose of:

(i) installing or replacing a reverse cycle split system air-conditioner,

but cannot include non-minor renovations

(d) "**lot**" means a lot in the strata scheme,

(e) "**building**" means the building in the strata scheme in which an owner's lot is located,

(f) "**common property**" means the common property in the strata scheme SP50834,

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

(i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(ii) work involving structural changes,

(iii) work that changes the external appearance of a lot, including the installation of an external access ramp,

(iv) work involving waterproofing,

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

(vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

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

(i) "**owner**" means an owner of a lot and includes successors in title.

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

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

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

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

(d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(e) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

Approval Process

22.4 An owner may carry out, or permit another person to carry out on the owner's behalf, air-conditioner works with the approval of the owners corporation or the strata committee.

22.5 The installation of ducted air conditioning systems is not permitted under this by-law.

22.6 An owner may only install an air-conditioner that exclusively services the owner's lot.

22.7 If an owner wishes to carry out air-conditioner works, the owner must make an application to the owners corporation in order to seek its approval of the air-conditioner works.

22.8 The application must be in writing, using the "Riverview Apartments Renovation Application Form and sent to the strata manager of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

22.9 The application must contain:

(a) owner's name, address and telephone number,
(b) owner's apartment and lot number,
(c) details of the air-conditioner works such as drawings and plans, including a floorplan of the lot showing where all indoor and the outdoor air conditioning unit will be installed, electrical cabling, ducting, visible piping and water drainage will be located,
(d) specifications, including make and model number, of the air-conditioner to be installed,
(e) details of the persons carrying out the air-conditioner works, including the name, licence number, qualifications and telephone numbers of those persons,
(f) details of arrangement to manage any resulting rubbish or debris arising from the air-conditioner works.

Before the Air-Conditioner Works

22.10 Before commencing air-conditioner works, the owner must:

(a) give the owners corporation at least 14 days' written notice. The owner's written notice must include the estimated start date and the estimated end date of the air-conditioner works.

(b) give the owners corporation a copy of a certificate or other document demonstrating that all contractors who carry out the air-conditioner works hold a current:

(i) licence,
(ii) all risk insurance policy which must include public liability cover in the sum of $10,000,000.00,
(iii) workers compensation insurance policy (if required by law), and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the air-conditioner works (if required by law),

During the Air-Conditioner Works

22.11 During the air-conditioner works, the owner must:

(a) ensure the external air-conditioner unit is located within the balcony or courtyard of the lot against the external wall of the lot and is not clearly visible from the street,

(b) ensure the external air-conditioner unit is floor mounted. Wall mounted, hanging outdoor units are not permitted under this by-law,

(c) ensure all pipework, cabling and ducting associated with the air-conditioner works are suitably concealed to the satisfaction of the owners corporation,

(d) ensure all visible outdoor pipe works are in keeping with the colour scheme of the building ie. cream or green colour only,

(e) ensure that the air-conditioner unit has a separate isolated switch,

(f) ensure the condensate water is captured and drained to the drainage system,

(g) ensure all penetrations or other works affecting common property will be carried out in a manner that does not detract from the appearance or structural integrity of the common property,

(h) ensure the external unit must not emit noise levels of more than 45dB as measured on the closest point of any neighbouring balcony,

(i) ensure the air-conditioner works are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

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

(k) make sure the air-conditioner works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(l) works creating noise issues are restricted to the hours of 7.30am and 5.30pm Monday to Friday and 8.00am to 2.00pm Saturday or during such hours as are permitted by the Council,

(m) at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(n) ensure the air-conditioner works are carried out and completed in a manner which is in keeping with the rest of the building,

(o) ensure the air-conditioner works and the contractors do not create any excessive noise in the lot or in a common property area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common property area,

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

(q) ensure that any debris and rubbish associated with or generated by the air-conditioner works is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(r) make sure that no building materials are stored in a common property area,

(s) protect all areas of the building outside the owner's lot which are affected by the air-conditioner works from damage, the entry of water or rain and from dirt, dust and debris relating to the air-conditioner works and ensure that all common property areas, especially the walls, floors and stairwells leading to the owner's lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(t) clean any part of the common property areas affected by the air-conditioner works on a daily basis and keep all of those common property areas clean, neat and tidy during the air-conditioner works,

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

(v) give the owners corporation's nominees (which may be its consultant) access to the owner's lot to inspect the air-conditioner works on reasonable notice,

(w) ensure that no contractors' vehicles obstruct the common property areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary and at no time are contractors' vehicles to be parked on the grassed areas,

(x) ensure that the security of the building is not compromised and that no external doors in the common property area of the building are left open and unattended or left open for longer than is reasonably necessary during the air conditioning installation,

(y) not vary the air-conditioner works without obtaining the prior written approval of the owners corporation or strata committee, and

(z) pay all costs associated with the air-conditioner works including any costs incurred by the owners corporation engaging a consultant to inspect the air-conditioner works.

After the Air-Conditioner Works

22.12 After the air-conditioner works have been completed, the owner must:

(a) promptly notify the owners corporation that the air-conditioner works have been completed,

(b) give the owners corporation's nominees (which may be its consultant) access to the owner's lot to inspect the air-conditioner works on reasonable notice,

(c) restore all common property areas damaged by the air-conditioner works as nearly as possible to the state which they were in immediately prior to commencement of the air-conditioner works, and

(d) if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the air-conditioner works and any electrical work associated with the air-conditioner works, have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards.

Enduring Obligations

22.13 The owner must:

(a) properly maintain the air-conditioner works and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those air-conditioner works,

(b) repair any damage caused to another lot or the common property areas by the carrying out of the air-conditioner works in a competent and proper manner,

(c) ensure that any equipment forming part of the air-conditioner installed during the air-conditioner works does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common property area,

(d) indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be

incurred by or brought or made against the owners corporation arising out of the air-conditioner works or the altered state or use of any of the common property areas arising from the air-conditioner works or the owner's breach of this by-law,

(e) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the air-conditioner works and the requirements of the local council concerning the air-conditioner works, and

(f) ensure that the condenser for any air-conditioner installed during the air-conditioner works is placed on suitable materials to minimise noise and vibration transmission and contains a drip tray or other appropriate device to prevent water and condensation from the air-conditioner dripping onto or damaging other parts of the building.

Bond

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

(a) repairing any damage caused to a common property area or any other lot during or as a result of the air-conditioner works, or

(b) cleaning any part of the common property area as a result of the air-conditioner works, and

(c) the owners corporation must refund the bond, or the remaining balance of it, when the owner notifies the owners corporation that the air-conditioner works have been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of this by-law.

Breach of this By-Law

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

(a) rectify the breach,

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

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

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

Decision of Owners Corporation not to Maintain Air-Conditioner Works

22.16 To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any air-conditioner works done by the lot owner pursuant to an approval granted under this by-law; and

(b) in the light of the obligations imposed on the lot owner in this by-law to maintain, renew, replace or repair any such air-conditioner works, its decision will not affect the safety of any building, structure or common property area in the strata scheme or detract from the appearance of any property in the strata scheme.

23. MAJOR RENOVATIONS

23.1 This by-law sets out the rules owners must follow if they intend to carry out major renovations to a common property area in the building in connection with their apartment or to their apartment with the exception of bathroom and laundry renovations, if applicable. The carrying out of bathroom or laundry renovations are subject to By-law 24.

Definitions & Interpretations

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

(a) "**Act**" means the *Strata Schemes Management Act* 2015,

(b) "**lot**" means a lot in the strata scheme,

(c) "**annexure**" means the annexure to this by-law,

(d) "**building**" means the building in the strata scheme in which an owner's lot is located,

(e) "**common property**" means the common property in the strata scheme SP50834,

(f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(g) "**major renovations**" means any work to an owner's lot or a common property area in the building in connection with the owner's lot for the following purposes:

(i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

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

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

but cannot include cosmetic work or minor renovations,

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

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

(j) "**owner**" means an owner of a lot and includes successors in title.

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

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

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

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

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

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

Approval Process

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

23.5 If an owner wishes to carry out major renovations the owner must make an application using the 'Riverview Apartments Renovation Application Form' to the owners corporation in order to seek its approval of the major renovations.

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

23.7 The application must contain:

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

23.8 An owner's application must also contain a motion and by-law generally in the form set out in **Annexure 1** (with the blanks appropriately completed) and the owners written consent to that by-law set out in the 'Riverview Apartments Renovation Application Form'.

23.9 The owners corporation may request further information to supplement the information contained in the owner's application but it must not act unreasonably when doing so.

23.10 The owners corporation may engage a consultant to assist it to review the owner's application.

23.11 The owners corporation may:

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

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

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

Costs associated with the By-Law

23.14 The lot owner shall pay for the preparation, making and registration of a by-law in respect of the major renovations and the costs associated with holding a general meeting to consider the motion if an extraordinary general meeting is called for the purpose of considering this motion.

Before the Major Renovations

23.15 Before commencing the major renovations, an owner must:

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

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

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

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

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

(e) if the major renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), the acoustic properties of the new floor coverings in situ must comply with the standards set out in the Building Code of Australia. If requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings in situ,

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

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

(h) pay the reasonable costs of the owners corporation incurred in connection with considering the application for major renovations including any consultant's costs.

23.16 If an owner has not complied with any of the conditions set out in clause 23.15, the owner must not begin the major renovations and if an owner has already begun the major renovations the owner must immediately stop the renovations.

During the Major Renovations

23.17 During the major renovations an owner must:

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

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

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

(d) works creating noise issues are restricted to the hours of 7.30am and 5.30pm Monday to Friday and 8.00am to 2.00pm Saturday or during such hours as are permitted by the Council (for example, under any development consent conditions for major renovations),

(e) at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

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

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

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

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

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

(k) make sure that no building materials are stored in a common property area,

(l) protect all areas of the building outside the owner's lot which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common property areas, especially the walls, floors and stairwells leading to lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

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

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

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

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

(q) ensure that no contractor's vehicles obstruct the common property areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary and at no time are contractors' vehicles to be parked on the grassed areas,

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

(s) not vary the major renovations without obtaining the prior written approval of the owners corporation, and

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

After the Major Renovations

23.18 After the major renovations have been completed, the owner must:

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

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

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

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

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

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

(g) if the major renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), the acoustic properties of the new floor coverings in situ must comply with the standards set out in the Building Code of Australia. If requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings in situ.

Enduring Obligations

23.19 The lot owner must:

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

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

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

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

(e) indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common property areas arising from the major renovations or an owner's breach of this by-law, and

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

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

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

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

(c) the owners corporation must refund the bond, or the remaining balance of it, when the owner notifies the owners corporation that the major

renovations have been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of this by-law.

Breach of this By-Law

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

(a) rectify the breach,

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

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

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

24. MAJOR RENOVATIONS - BATHROOM AND LAUNDRY RENOVATIONS

24.1 While, work involving waterproofing such as a bathroom or laundry renovation involving the laying of a new waterproof membrane is considered a major renovation, this by-law gives lot owners the right to renovate a bathroom or laundry in the lot on certain conditions.

Definitions

24.2 In this by-law:

(a) "**Act**" means the *Strata Schemes Management Act* 2015,

(b) "**lot**" means a lot in the strata scheme,

(c) "**owner**" means an owner of a lot and includes successors in title,

(d) "**renovations**" means bathroom renovations or laundry renovations,

(e) "**annexure**" means any annexure to this by-law,

(f) "**building**" means the building in the strata scheme in which an owner's lot is located,

(g) "**common property**" means the common property in the strata scheme SP50834,

(h) "**bathroom renovations**" means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom in a lot including:

(i) replacement of tiles and waterproofing membrane on the floor and walls of the bathroom,
(ii) replacement of fixtures and fittings in the bathroom including the vanity, toilet, bath tub, shower and sink,
(iii) reconfiguring non-load bearing walls in the bathroom,
(iv) reconfiguring existing or installing new plumbing to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

(i) "**laundry renovations**" means the alterations and additions to a lot and the adjacent common property involved in renovating a laundry in a lot including:

(i) replacement of tiles and waterproofing membrane on the floor and walls of the laundry,
(ii) replacement of fixtures and fittings in the laundry including the sink,
(iii) reconfiguring non-load bearing walls in the laundry,
(iv) reconfiguring existing or installing new plumbing to service the fixtures and fittings in the laundry,

but does not include work involving structural alterations,

Conditions for Bathroom Renovations or Laundry Renovations

24.3 An owner may carry out, or permit anyone else to carry out on their behalf, bathroom renovations and/or laundry renovations in connection with the owners lot on the conditions of this by-law.

24.4 Before commencing bathroom renovations or laundry renovations, an owner must:

(a) give the owners corporation at least 14 days' written notice. The written notice must be provided on a completed 'Riverview Apartments Renovation Application Form' and include:

(i) owner's name, address and telephone number,
(ii) owner's lot number and apartment number,
(iii) details of the bathroom renovations or laundry renovations,
(iv) drawings, plans and specifications for the bathroom renovations or laundry renovations,
(v) an estimate of the duration and times of the bathroom renovations or laundry renovations,
(vi) details of the persons carrying out the bathroom renovations or laundry renovations including the name, licence number, qualifications and telephone number of those persons,
(vii) details of arrangements to manage any resulting rubbish or debris arising from the awning works,

(b) obtain written notification from the owners corporation or strata committee that the owners notice given under clause 24.4(a) is satisfactory,

(c) give the owners corporation the owners written consent to this by-law by completing, signing and giving the secretary of the owners corporation or strata managing agent the consent form set out in **Annexure 2**, if you have not already done so,

(d) if required by law, obtain a complying development certificate for or development consent of the local council to the awning works and a construction certificate for the bathroom renovations or laundry renovations, and give copies of them to the owners corporation, and

(e) give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the bathroom renovations or laundry renovations holds a current:

(i) licence,
(ii) all risk insurance policy which must include public liability cover in the sum of $10,000,000.00,
(iii) workers compensation insurance policy, and
(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the awning works (if required by law).

During the Bathroom Renovations or Laundry Renovations

24.5 During the renovations an owner must:

(a) ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors under the *Home Building Act 1989*, utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) make certain the renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

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

(d) works creating noise issues are restricted to the hours of 7.30am and 5.30pm Monday to Friday and 8.00am to 2.00pm Saturday or during such hours as are permitted by the Council (for example, under any development consent conditions for major renovations).

(e) at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

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

(g) ensure the renovations and contractors do not create any excessive noise in the lot or in a common property area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common property area,

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

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

(j) make sure that no building materials are stored in a common property area,

(k) protect all areas of the building outside the owner's lot which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the renovations and ensure that all common property areas, especially the walls, floors and stairwells leading to lot, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

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

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

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

(o) give the owners corporation's nominees (which may be its consultant) access to the owner's apartment to inspect the renovations on reasonable notice,

(p) ensure that no contractor's vehicles obstruct the common property areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary and at no time are contractors' vehicles to be parked on the grassed areas,

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

(r) not vary the renovations without obtaining the prior written approval of the owners corporation, and

(s) pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant if required to inspect the renovations.

After the Bathroom or Laundry Renovations

24.6 After the completion of the renovations, the lot owner must notify the owners corporation in writing that the renovations have been completed.

24.7 As soon as practicable after the completion of the renovations, the lot owner must obtain and give to the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the renovations, advising of the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

24.8 The owner must restore all parts of the common property areas damaged by the renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations.

Enduring Obligations

24.9 The lot owner must:

(a) at the lot owner's cost, properly maintain the renovations to the lot and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

(b) at the lot owner's cost, properly maintain the common property occupied by the renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace and fixtures or fittings comprised in that common property,

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

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

(e) indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common property areas arising from the renovations or an owner's breach of this by-law, and

(f) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations.

Breach of this By-Law

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

(a) rectify the breach,

(b) enter on any part of the building including the owner's lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying the breach, and

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

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

Decision of Owners Corporation not to Repair Bathroom and Laundry Renovations

24.11 To avoid doubt, the owners corporation determines that:

(a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any bathroom and laundry renovations done by the lot owner pursuant to an approval granted under this by-law; and

(b) in the light of the obligations imposed on the lot owner in this by-law to maintain, renew, replace or repair any bathroom or laundry renovations done by them, its decision will not affect the safety of any building, structure or common property area in the strata scheme or detract from the appearance of any property in the strata scheme.

25. PRESERVATION OF FIRE SAFETY

25.1 The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to

affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

26. POOL

26.1 An owner or occupier of a lot, or any invitee of an owner or occupier of a lot must ensure that the rules governing the use of the pool are followed at all times. Pool rules are displayed at the pool entrance.

27. TENNIS COURT

27.1 An owner or occupier of a lot, or any invitee in the company of an owner or occupier of a lot, are permitted to use the tennis court.

27.2 An owner or occupier of a lot, or any invitee of an owner or occupier of a lot must ensure that the rules governing the use of the tennis court are followed at all times.

27.3 Players are to supply their own tennis balls.

27.4 Reservations must be made for the use of the tennis court. Reservations are made through the online booking system and the instructions are displayed at the tennis court.

27.5 The tennis court is only to be used for playing tennis. Other sports or games are not permitted to be played on the tennis court. Bicycles, skateboards and scooters are not permitted on the court.

27.6 Correct footwear for tennis must be worn on the court.

27.7 No glass is to be taken onto the court.

27.8 No pets are allowed within the court perimeter.

27.9 All by-laws related to noise, the use of common property and behaviours of owners, occupiers and invitees must be followed.

28. SMOKING

28.1 An owner or occupier of a lot or invitee of the owner or occupier of a lot must not vape or smoke tobacco, or any other substance on the common property or on any balcony.

28.2 An owner or occupier of a lot must ensure that smoke caused by vaping or the smoking of tobacco or any other substance, by the owner or occupier or any invitee

of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

28.3 In this by-law:

(a) **common property** includes common property inside the building such as corridors, foyers and stairwells and common property outside the building including any external pathways and gardens, the tennis court and swimming pool area.

(b) **balcony** means a balcony or courtyard on, in or forming part of a lot, or which are adjacent to a lot, and includes any other external areas that form part of a lot.

29. FEEDING THE BIRDS

29.1 An owner or occupier of a lot must not feed, water or encourage birds onto their balconies, courtyards or common areas of the complex. This includes feeding by hand, or having a bird bath on balconies or in courtyards.

30. COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

30.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

30.2 The owner or occupier of a lot must comply with all state and local government legislation related to planning and other requirements associated with any proposed change of use or occupation to the lot.

30.3 The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

31. CODE OF CONDUCT FOR STRATA COMMITTEE MEMBERS

31.1 Lot owners elected to the strata committee will be requested to agree to be bound by the Code of Conduct set out in **Annexure 3**. Upon election to the strata committee, a committee member will be requested to sign and date a copy of the Code of Conduct as formal acceptance of the code.

31.2 If a lot owner has previously signed a copy of the Code of Conduct, they are considered to have done so for any subsequent nominations and elections.

Motion and By-Law for Major Renovations

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

Explanatory Note: This is a motion to authorise an owner to carry out alterations and additions to the common property on certain conditions including the condition that the owner is responsible for the maintenance, repair, renewal and replacement of those alterations and additions, and to make a by-law in relation to those alterations and additions. The by-law sets out rules concerning those alterations and additions that must be obeyed by the owner.

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

1. Introduction

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

2. Definitions

In this by-law:

"**Lot**" means Lot ..... in the Strata Scheme;

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

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

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

"**Renovations By-Law**" means Special By-Law 23 – Major Renovations as amended from time to time;

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

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

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

(c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

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

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

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

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

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

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

CONSENT FORM

To: The Secretary
The Owners - Strata Plan No. 50834
C/- Clisdells Strata Management
LOCKED BAG 30
ROCKDALE DC NSW 2216

Dear Secretary

CONSENT TO BY-LAW FOR MAJOR RENOVATIONS – BATHROOM AND LAUNDRY RENOVATIONS

I/We …… being the owner(s) of lot ….. in Strata Plan No. 50834 hereby consent to the requirements of By-Law 24 Major Renovations – Bathroom and Laundry Renovations – which grants me/us the right to carry out alterations and additions to the bathroom and laundry of my/our lot and the common property and imposes on me/us the obligation to maintain, repair, renew and replace that bathroom and laundry and the common property which obligation I/we accept.

Owner/s Names **Owner/s Signatures**
Date

……
……

……
……

……
……

Code of Conduct for Strata Committee Members - SP50834
10-12 Broughton St Canterbury NSW 2193

As a member of the Strata Committee Member of SP50834, I agree that I will act in accordance with the code of conduct set out below.

1. Honesty, fairness and confidentiality

A committee member must act honestly and fairly, with openness and transparency in performing the duties as a committee member.

A committee member must not unfairly or unreasonably disclose information held by the strata committee, including information about an owner of a lot, unless authorised by the lot owner or required by law to do so.

2. Care and diligence

A committee member must exercise thoughtful care and due diligence in the conduct of their role as a committee member.

3. Respect

As representatives of the owners' corporation, a committee member must interact with other committee members, owners and residents, strata management staff and any other service providers in a manner that is polite, courteous and respectful at all times.

A committee member is to refrain from making personal judgements on other committee members, owners or occupiers. A committee member is to refrain from using language that is racist, sexist or otherwise discriminatory or disrespectful.

4. Acting in owners' corporation's best interests

A committee member must act in the best interests of the owners corporation in exercising the member's functions as a strata committee member, unless it is unlawful to do so.

In any matters that may require the entry of the strata committee to an owner's lot without prior permission of the owner, pursuant to Section 122 of the Strata Schemes Management Act 2015, this decision can only be taken after the matter has been considered by at least two strata committee members, one of whom is the secretary or their nominee and the guidance of the strata manager must sought.

5. Compliance with By-laws

As a representative of the owners corporation engaged in ensuring that all owners and occupiers comply with the by-laws, committee members must hold themselves to the same standard and comply with the by-laws of the strata scheme.

6. Conflict of interest

A committee member must disclose to the committee any potential conflict of interest, real or perceived, that the member may have in a matter before the committee.

7. Understanding of Strata Schemes Management Act 2015, scheme by-laws and code of conduct

A committee member must have or be willing to obtain:

(a) a functional understanding of the laws governing strata, as relevant to the member's role on the strata committee; and

(b) be willing to work on committee matters in a manner consistent with the law, by-laws and this code of conduct.

8. Unreasonable or unconscionable conduct

A committee member must not engage in unreasonable or unconscionable conduct in exercising the member's functions as a strata committee member.

Examples include (but are not limited to):

(a) Improperly using the member's position on the strata committee to gain, directly or indirectly, an advantage personally or for someone else;

(b) Failing to bring strata related matters to the attention of the strata committee;

(c) Pursuing a unilateral course of action not approved by the strata committee;

(d) Verbally or in writing behaving unreasonably, aggressively or bullying or harassing other committee members, tradespersons, residents or the strata management staff;

9. Notice for breach of code of conduct

If the owners' corporation believes a member of the strata committee has breached the code of conduct, the owners' corporation may decide, by ordinary resolution, to give the member a written notice stating each of the following—

(a) that the owners' corporation believes the member has breached a stated provision of the code of conduct;

(b) details sufficient to identify the breach will to be provided;

(c) the member believed to have breached the code will have the opportunity to respond to the written notice within a period of 14 days after the member is given the notice. The response to the notice must be in writing;

(e) that the owners' corporation may consider a motion to remove the member from the strata committee for the breach, pursuant to Section 45 of the Strata Schemes Management Act 2015.

I, _____, (full name) agree to abide by the above code of conduct and understand that if I am found to have breached it that the strata committee or the owners corporation may ask for my resignation as a committee member or may take steps to remove me as a committee member in accordance with the provisions under the Strata Schemes Management Act 2015.

Signature _____

Date_____

By-Law 32 – Prohibiting Illegal Uses and Restricting Short-Term Rental Accommodation Arrangements

1. Introduction

(1) This by-law prohibits you from using your lot, or allowing your lot to be used, for an illegal purpose.

(2) This by-law also:

(a) prohibits you from using your residential lot, or allowing your residential lot to be used, for the purposes of a short-term rental arrangement where the lot is not your principal place of residence; and

(b) contains rules you must obey if your residential lot is your principal place of residence and is used for the purposes of a short-term rental arrangement.

(3) You must comply with this by-law.

(4) If you do not comply with this by-law the owners corporation may take action against you.

(5) This may result in an order being made restraining you from using your lot, or allowing your lot to be used, in a manner prohibited by this by-law and a monetary penalty being imposed on you.

2. Definitions

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

(a) "**Act**" means the *Fair Trading Act 1987*;

(b) "**bond**" means the sum of $1,000.00 or such other reasonable amount determined from time to time by the owners corporation;

(c) "**code of conduct**" means any code of conduct declared under section 54B of the Act or the Regulations as a code of conduct applying to short-term rental accommodation industry participants;

(d) "**Council**" means Canterbury-Bankstown Council;

(e) "**expenses**" means any cost or expense incurred by the owners corporation arising out of or a as a result of the use of a lot for the purposes of a short-term rental accommodation arrangement including:

(i) cleaning costs;

(ii) costs to repair common property;

(iii) fees charged by a security contractor;

(iv) strata managing agent's costs;

(f) "**guest list**" means a list of any guests who from time to time use a residential lot pursuant to a short-term rental accommodation arrangement and which includes the names, addresses and mobile telephone numbers of those guests and the dates between which those guests occupy the residential lot pursuant to the short-term rental accommodation arrangement;

(g) "**guests**" means any persons who occupy a residential lot pursuant to short-term rental accommodation arrangement;

(h) "**insurance**" means a policy of insurance in respect of damage to property, death or bodily injury for which you could become liable in damages arising out of the occupation or use of your residential lot for the purposes of a short-term rental accommodation arrangement for a cover of not less than $10,000,000 for each event in respect of which any claim or claims may be made;

(i) "**lawful short-term rental accommodation arrangement**" means a short-term rental accommodation arrangement that is not prohibited under this by-law;

(j) "**LEP**" means *Canterbury-Bankstown Local Environmental Plan 2023* including any amendment of it and any planning instrument replacing it;

(k) "**lot**" means a lot in the strata scheme and, where the context permits, includes part of a lot such as a bedroom;

(l) "**Regulations**" means any regulations made under the Act;

(m) "**residential lot**" means a residential lot in the strata scheme;

(n) "**short-term rental accommodation arrangement**" means a commercial arrangement for giving a person the right to occupy a residential lot for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the Regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the Regulations not to be a short-term rental accommodation arrangement;

(o) "**Strata Act**" means the *Strata Schemes Management Act 2015*;

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

(q) "**you**" means an owner, occupier or lessee of a lot.

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

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

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

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

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

(e) any expression used in this by-law and which is defined in the Act or Strata Act will have the same meaning as that expression has in that Act or Strata Act unless a contrary intention is expressed in this by-law;

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

(g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Prohibiting Illegal Uses

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

4. Use of Residential Lots as Domiciles

You must ensure that your residential lot is only used as a permanent dwelling or domicile unless your residential lot is lawfully able to be used for another purpose, or you obtain approval of an authority including the Council for your residential lot to be used for another purpose, in which case your residential lot may be used for that other purpose.

5. Prohibiting Short-Term Rental Accommodation Arrangements

(1) You must not use your residential lot, or allow your residential lot to be used, for the purposes of a short-term rental accommodation arrangement if the residential lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the residential lot.

(2) You must take all reasonable steps to ensure that your residential lot is not used for the purposes of a short-term rental accommodation arrangement if the residential lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the residential lot.

6. Prohibiting Advertising of Illegal Uses

You must ensure that your lot is not advertised or promoted including on Airbnb or Stayz for any use which is prohibited by this by-law.

7. Permissible Short-Term Rental Accommodation Arrangements

Nothing in this by-law operates to prevent a residential lot being used or advertised for the purposes of a short-term rental accommodation arrangement if the residential lot is the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the residential lot.

8. Evidence of Principal Place of Residence

You must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that your residential lot is your principal place of residence or the principal place of residence of the person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy the residential lot.

9. Bond

(1) Before using your residential lot, or allowing your residential lot to be used, for the purposes of a lawful short-term rental accommodation arrangement, you must pay a bond to the owners corporation.

(2) The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards its expenses including:

(a) cleaning any part of the common property that is soiled or made dirty by your guest;

(b) repairing any damage caused to the common property by your guest;

(c) any fees charged to the owners corporation by any agent or contractor because of the use of your residential lot for the purposes of a lawful short-term rental accommodation arrangement including fees charged by a:

(i) building manager;

(ii) security contractor;

(iii) strata managing agent.

(3) If the owners corporation uses the bond or any part of it in accordance with this by-law then (when requested to do so by the owners corporation) you must top up the bond to its full amount.

(4) The owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation (and it is the case) that your residential lot is no longer used for the purposes of a lawful short-term rental accommodation arrangement.

10. Insurance

(1) Before using your residential lot, or allowing your residential lot to be used, for the purposes of a lawful short-term rental accommodation arrangement, you must ensure that the person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy the residential lot has obtained insurance.

(2) If you use your residential lot, or allow your residential lot to be used, for the purposes of a lawful short-term rental accommodation arrangement, you must ensure that insurance is in place.

(3) You must give the owners corporation a copy of a certificate of currency for any insurance required under this by-law with respect to your residential lot when requested to do so by the owners corporation.

11. Guest List

(1) If you use your residential lot, or allow your residential lot to be used, for the purposes of a lawful short term rental accommodation arrangement, you must:

(a) keep a guest list for your residential lot;

(b) ensure that the guest list for your residential lot is kept up to date.

(2) You must give the owners corporation a copy of the guest list for your residential lot when requested to do so by the owners corporation.

12. Rules for Short-Term Rental Accommodation Arrangements

(1) You must take all reasonable steps to ensure that any guests who use your residential lot for the purposes of a lawful short-term rental accommodation arrangement:

(a) (**nuisance**) do not cause a nuisance to, or disturb the peaceful enjoyment of, the owner or occupier of another lot or any person on common property;

(b) (**noise**) do not create any noise in your residential lot or on the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person on common property;

(c) (**smoking**) do not smoke in your residential lot or on the common property if smoking is prohibited in either area under the by-laws applicable to the strata scheme and, if smoking is permitted in your residential lot, that smoke caused by the smoking of guests in your residential lot does not penetrate to the common property or any other lot;

(d) (**fire safety**) do not do anything in your residential lot or on the common property that is likely to affect the operation of safety devices in strata scheme or reduce the level of fire safety in the apartments or common property;

(e) (**security**) do not do anything to compromise or prejudice the security of the strata scheme;

(f) (**damage**) do not damage or cause any damage to common property;

(g) (**services**) do not use any equipment or services in the strata scheme for any purpose other than the purpose for which they are designed or intended to be used;

(h) (**garbage**) dispose of garbage, waste and recyclable materials in accordance with the by-laws and any reasonable directions of the owners corporation.

(2) If you are a guest, you must not do or omit to do any of the things identified in the previous clause of this by-law.

13. Compliance with Code of Conduct and Laws

(1) You must comply with the code of conduct to the extent that it applies to you if your residential lot is used for the purposes of a lawful short-term rental accommodation arrangement.

(2) You must ensure that your residential lot is registered on the register established under clause 102C of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* if your lot is used for the purposes of a lawful short-term rental accommodation arrangement.

(3) You must comply with all laws applicable to your residential lot or take all reasonable steps to ensure that any person who, pursuant to a short-term rental accommodation arrangement, is giving another person the right to occupy your residential lot complies with all laws application to the lot (including fire safety laws in the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*) if your lot is used for the purposes of a lawful short-term rental accommodation arrangement.

(4) Nothing in this clause gives you the right to use your residential lot, or allow your residential lot to be used, for the purposes of a short-term rental accommodation arrangement if the use of your lot for those purposes is prohibited by this by-law.

14. Indemnity

You must indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the use

of your residential lot for the purposes of a lawful short term rental accommodation arrangement or any breach of this by-law by you.

15. Rules for Guests

(1) You must provide your guests with a copy of the by-laws that are applicable to the strata scheme including this by-law before or as soon as reasonably practicable after your guests commence using your residential lot for the purposes of a lawful short-term rental accommodation arrangement.

(2) If you are a guest, you must comply with the by-laws that are applicable to the strata scheme to the extent that the by-laws are applicable to you.

Special By-Law – Renovations (Lots 29 & 91)

1. Introduction

This by-law gives the owners of lots 29 and 91 special privileges to carry out and retain works on their lots and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"**lots**" means:

- lot 29 in Strata Plan No. 50834; and
- lot 91 in Strata Plan No. 53252 (a strata plan of subdivision of lots and common property in Strata Plan No. 50834)

(each a "**lot**"),

"**owners**" means the owners for the time being of a lot (being the current owners and all successors) (each an "**owner**"),

"**quote 1**" means the Proposal prepared by Origin Bathrooms dated 15 March 2024, a copy of which is attached to this by-law,

"**quote 2**" means the Contract prepared by Block Bathrooms & Kitchens dated 6 March 2024, a copy of which is attached to this by-law, and

"**works**" means the alterations and additions to the lots and the adjacent common property described and shown in quote 1 and quote 2 involving:

LOT 29

Kitchen

- stripping out the existing kitchen,
- tiling the splashback,
- installing new fixtures, fittings and appliances,

- installing new cove cornice to the perimeter of the kitchen ceiling.

Laundry

- stripping out the existing laundry,
- waterproofing wet areas,
- tiling the floor, skirting and splashback,
- installing new fixtures, fittings and appliances.

Bathroom

- stripping out the existing bathroom,
- waterproofing wet areas,
- tiling the floor and the walls,
- installing new fixtures and fittings,
- installing a new plasterboard ceiling and cove cornice to the perimeter of the bathroom.

Plumbing and Electrical

- connecting the new fixtures and fittings to the existing plumbing and electrical services servicing the lot,
- upgrading existing and installing new light fittings including downlights, general power outlets, switches.

LOT 91

- stripping out the existing main bathroom,
- waterproofing wet areas,
- tiling the floor and the walls,
- installing new fixtures and fittings,
- relocating waterpoint for new toilet,
- connecting the new fixtures and fittings to the existing plumbing and electrical services servicing the lot,
- upgrading existing general power outlets and switches,
- installing new cove cornice to the perimeter of the bathroom ceiling.

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

(a) authorises the works,

(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and

(c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

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

4. The Conditions

4.1. Before the Works

(a) Planning Approvals

Before commencing the works, the owner must, if required by law, obtain a complying development certificate for the works, or development consent for the works from the Local Council, under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the certificate or consent including all conditions of consent.

(b) Insurance Certificate

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

(c) Costs of this By-Law

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

4.2. During the Works

(a) Quality of the Works

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

(b) Licensed Contractors

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

(c) Specifications for the Works

The owner must ensure that the works are carried out and completed in accordance with quote 1 and quote 2 and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the Works

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

(e) Work Hours

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday.

(f) Noise and Disturbance

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

(g) Location of the Works

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

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

(i) Debris

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

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

(k) Daily Cleaning

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

(l) Storage of Building Materials on Common Property

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

(m) Times for Operation of Noisy Equipment

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Vehicles

The owner must ensure that no contractor's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary.

(o) Right of Access

The owner must give the owners corporation's nominated representatives access to inspect the works within 48 hours of any request by the owners corporation.

(p) Cost of the Works

The owner must pay all costs associated with the works.

4.3. After the Works

(a) Completion Notice

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) Restoration of Common Property

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

4.4. Enduring Obligations

(a) Maintenance of the Works

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

(b) Maintenance of the Common Property

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

(c) Repair of Damage

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

(d) Appearance of the Works

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

(e) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(f) Compliance with all Laws

The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the works.

5. Breach of this By-Law

(a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:

(i) rectify that breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from the owner the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.

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

6. Several Liability

This by-law applies to the owners separately, not jointly.

Quote 1

LOT 29

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Unit 7, 10-12 George St
Leichhardt
NSW 2040
Phone: 1300 998 925
ABN: 28 624 864 704
Licence no. 325114C
info@originbathrooms.com.au

Patricia Tselepi
Cell: +61415922710

Job Address:
29/10 Broughton St
Canterbury
NSW 2193

Print Date: 15-03-2024

Proposal for Patricia Tselepi - CANTERBURY (1)

DocuSign Envelope ID: B4F34368-2103-4DD5-9108-23476FD73A1B

RENOVATION OF KITCHEN, BATHROOM, AND LAUNDRY

Including the selected fixtures and fittings ex. kitchen appliances, which are to be supplied by owner.

01. Preparation

Items	Description	Qty/Unit
1.00 - Site protection	Supply and install floor protection from work area to entry / exit	1
1.02 - Demo - Bathroom - Render	Demolition of bathroom - RENDER wall lining	1
1.10 - Demo - Kitchen - Unit	Demolition of kitchen	1
1.06 - Demo - Laundry - Render	Demolition of laundry - RENDER wall lining	1
1.20 - Remove F&F	Remove all fixtures & fittings in the bathroom, kitchen, and laundry	1
1.21 - Remove tiles	Remove all wall & floor tiles in bathroom, laundry, and WC. Splash back tiles in kitchen only	1
1.23 - Retain Ceiling	Retain ceilings in kitchen and laundry	1
1.24 - Remove Cornice	Remove cornice in bathroom and kitchen	1
1.25 - Retain Cornice	Retain cornice laundry	1
1.30 - Bin onsite	Bin to remain on site for entire project	1
1.22 - Remove Ceiling	Remove ceiling in bathroom	1

02. Plumbing

Items	Description	Qty/Unit
2.00 - Plumbing - Preparation	Disconnect & reconnect all plumbing	1
2.02 - Plumbing - Bathroom - RENDER	Standard bathroom - Complete plumbing and drainage of RENDER WALL bathroom - no changes to drainage points - Fit out shower, vanity, basin, toilet suite	2
2.08 - Plumbing - Water point - RENDER	Hot & cold water/ mixer points - RENDER WALLS inc. chasing - kitchen and laundry sinks, washing machine, dishwasher	7
2.99 - Plumbing - Pressure test	All plumbing to be pressure tested on completion for safety	1
2.05 - Plumbing - Install FS bath	Install bath set - back to corner bath	1

03. Electrical

Items	Description	Qty/Unit
3.00 - Electrical - Preparation	Disconnect existing power points & light switches for safety	1

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Items	Description	Qty/Unit
3.03 - Electrical - Dbl power point - new location - RENDER	Supply & install new double power point in new location - RENDER WALLS inc. chasing - shaving cabinet	1
3.04 - Electrical - Dbl power point	Supply & install new double powerpoint in same location - in kitchen	2
3.07 - Electrical - Multi-switch	Supply & install new multi light switch in same location -bathroom	1
3.18 - Electrical - LED Downlight	Supply and install LED down light - warm / cool - in bathroom	3
3.23 - Electrical - Exhaust - Non-ducted	Supply & install ceiling exhaust fan (non ducted) - Fantech Rapid Response	1
3.27 - Electrical - Appliances	Install owner supplied oven, cooktop and rangehood	3
3.06 - Electrical - New line - RENDER	Supply a new power line & point - RENDER WALLS inc. chasing - for shaving cabinet light	1
3.09 - Electrical - HTR point	Supply power for heat towel rail	1
3.20 - Electrical - LED Oyster light	Supply and install LED oyster light - in laundry	1
3.99 - Electrical - Compliance	399 All in compliance with Australian standard AS/NZS 3000	1

04. Rendering

Items	Description	Qty/Unit
4.00 - Render - Walls as required	400 Supply materials and render walls as required	1

05. Plastering

Items	Description	Qty/Unit
5.22 - Dry plaster - Ceiling - Sheet	Supply and install plasterboard ceiling and set for painting (up to standard size of 2.4x2.4m) - bathroom	1
5.40 - Dry plaster - Cornice	Supply and install cove cornice to the perimeter of bathroom - kitchen	1

06. Carpentry

Items	Description	Qty/Unit
6.06 - Carpentry - Floor - Topping	Topping floor with sand & cement (concrete slab only) - up to 3 bags - bathroom and laundry	2
6.54 - Carpentry - Door - Adjust	Reinstall existing door. Minor adjustments as required. Bathroom and laundry	2
6.70 - Carpentry - Fit-off	Fit-off - install acc and fittings, clean bathroom, kitchen and laundry, and outside, silicone where req	1
6.72 - Carpentry - Fit-off - Silicon perimeter	Silicon perimeter	3

07. Waterproofing

Items	Description	Qty/Unit
7.00 - Waterproofing - AS3740	Waterproofing (to Australian standard AS3740) One coat of undercoat and two top coats of polyurethane waterproofing applied to the floor, shower area approx. 2000mm height and 150mm to the perimeter of the bathroom as per Australian standards AS3740 waterproofing of internal wet areas in residential buildings.	1
7.01 - Waterproofing - Bathroom	Waterproofing of bathroom including coat above screed	1
7.03 - Waterproofing - Laundry	Waterproofing of laundry including coat above screed	1
7.04 - Waterproofing - Certificates	Waterproof certificate presented on completion entire job	1

08. Tiling

Items	Description	Qty/Unit
8.00 - Tiling - Standard layout	Bathroom walls excluding long bath wall Allowance made for a stacked layout tiling / m2 Tile size >= 200x200mm and <=450x900mm	23
8.02 - Tiling - Terrazzo tiles	Bathroom and laundry floor Allowance made for laying terrazzo tiles / m2	10
8.03 - Tiling - Mosaic / herringbone tiles	Long bath wall excluding stack Allowance made for laying mosaic or herringbone tiles / m2	4
8.06 - Tiling - Splashback	Tile splashback - above laundry sink	1
8.06 - Tiling - Splashback	Tile kitchen splashback	1
8.07 - Tiling - Skirting	Tile skirting - LM - laundry - terrazzo	7
8.09 - Tiling - Sealing	807 Allowance for sealing stone tiles / bathroom	2
8.11 - Tiling - Floor wastes	Supply & install tile insert square floor waste	3
8.90 - Tiling - Wall height	Tile to ceiling height in bathroom, and to skirting and splashback in laundry.	1
8.91 - Tiling - Standard inclusions	All glue, sand and cement, tile trims & labour for tiling are included	2
8.92 - Tiling - Grout	White tile grout standard for wall tiles, off white or grey standard for floor tiles. Non-standard grout colours will be an additional cost.	1

09. Glazing

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Items	Description	Qty/Unit
9.00 - Glazing - AS1288	10mm clear toughened safety glass per Australian Standard AS1288	1
9.20 - Glazing - 2 panel shower	2 panel shower - 10mm Frameless - Chrome hardware - 2000mm Height - Standard	1
9.80 - Glazing - Shelf	Glass (radius 200,250) Shelfs - Standard Chrome	2

11. Painting

Items	Description	Qty/Unit
11.00 - Painting	Painting not currently included in this proposal	1

12. Joinery

Items	Description	Qty/Unit
12.00 - Joinery and benchtop	Supply and install kitchen, laundry and bathroom joinery and benchtops are per plan agreed onsite. Drawings to follow at contract stage. Cabinet finish: - All kitchen doors and drawers, and laundry cabinet - Satin White (2 pack poly) - Bathroom vanity -Nordic Oak (Polytec) Benchtops: - AC Stone AC5000 (Natural White)	1

70. Fixtures & Fittings

SUPPLY & BUILD PACKAGE DISCOUNT - $1,870

RRP's are listed beside the below items to demonstrate the market value of your selections and do not reflect the actual amounts included in the quote. Our 'package' (supply and build) approach allows us to offer these products at a significant discount to RRP. A package discount of $1,870 has been applied to this quote.

Items	Description	Qty/Unit
TOILETS	Johnson Suisse - VENEZIA CCFTW RIMLESS COMPACT TOILET SUITE INCL SC SEAT - JTTV321.JTTV312.311 - RRP $643.5	1
Kitchen Sinks	Duraplex - 1180 Double Bowl Single Drainer RHB-S1180R- RRP $ 299	1
Thermogroup	Thermorail Straight/Round 600x800x122mm 80Watts 7 Bars - SR44M - RRP $499	1
Bathroom wall and laundry splashback tiles	EASY WHITE 300X600 GLOSS REC - EAS WHT36G - RRP $ 30.69	23.04
Bathroom and laundry floor + bath tiles + laundry skirting	Italian Terrazzo - 400x400x15 - - 04 HONED TERRAZZO - RRP $181.50 / sqm	21.6

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Items	Description	Qty/Unit
Wall above bath tiles	PORCELAIN FLAT MOSAIC WHITE GLOSS 22X145MM - PMC WHT214G - RRP $ 77	3.3
Kitchen splashback tiles	MINT GLOSS 5X300MM - RRP $110/sqm	2
Shaving cabinet	OTTI - LED BONDI 1200X750 WHITE SHAVING CABINET - LED-BOSV1275W - RRP $1,365 https://www.ottiaustralia.com.au/product/9586-led-bondi-1200x750-white-shaving-cabinet?categoryId=313	1
Basin	ADP - Dish - BT420 - RRP $209.00 VARIANT - Gloss White https://www.adpaustralia.com.au/bathroom/basins/under-counter-basins/under-counter/dish/	1
Freestanding Bath Tubs	Duraplex - Dimitri 1700mm RIGHT Corner Free Standing Bath Tub-FB-1700-DR- RRP $ 1699	1
Nero Tapware	CLASSIC SINK MIXER - CHROME - NR110007CH - RRP $96.8 Laundry mixer	1
Nero Tapware	BIANCA BASIN MIXER - CHROME - NR321501CH - RRP $242	1
Nero Tapware	BIANCA HAND TOWEL RAIL - CHROME - NR9080CH - RRP $77	1
Nero Tapware	BIANCA ROBE HOOK - CHROME - NR9082CH - RRP $38.5	2
Nero Tapware	BIANCA SHOWER MIXER WITH 60MM PLATE - CHROME - NR321511HCH - RRP $176	1
Nero Tapware	BIANCA WALL BASIN/BATH MIXER 230MM SEPARATE BACK PLATE - CHROME - NR321510FCH - RRP $396	1
Nero Tapware	BIANCA/ECCO SHOWER RAIL - CHROME - NR30803CH - RRP $429	1
Nero Tapware	KITCHEN PULL OUT SINK MIXER WITH VEGIE SPRAY FUNCTION - CHROME - NR231708CH - RRP $451	1
F&F delivery	Allowance for site delivery of fixtures and fittings / pallet	4

80. Home Building Compensation Fund

Home building compensation is a COMPULSORY cover, in NSW, which protects and compensates homeowners if their builder cannot complete building work or fix defects because they have become insolvent, died, disappeared or had their licence suspended.

It is the builders' responsibility to purchase a Certificate of Insurance for the building project on behalf of the homeowner.

Items	Description	Qty/Unit
HBCF coverage allowance	$1,485	1

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Items	Description	Qty/Unit
GST	$8,023.56	1

Total Price: [redacted]

Want to know more about us? Here are a few useful links.

Check out a few of our recent projects

Read what our clients have to say about us

Looking to finance your project? We offer payment plans options.

Unless listed above, the following scope is not included. If tasks are necessary, then an additional fee may be required.

• Painting
• Deep post renovation clean. As standard, we complete a 'builders clean', which involves the removal of waste and all Origin Bathrooms installed surface protection, and sweeping and vacuuming of work areas. We will remove excess bits of glue and grout which remain on surfaces within bathroom, and wipe all tiles once to remove the bulk of the dust. Please note that some dust will remain after 'builders clean', especially on tiles.
• Removal of asbestos
• Skip bin permit fees
• Tile bedding > 40mm
• Additional works to walls to accommodate recessed fixtures and fittings e.g. packing of narrow walls to accommodate in-wall cisterns and shaving cabinets
• Replacement of any flooring below the tile bed e.g. concrete slab or fibrous cement sheeting
• Repair to walls due to lime mortar construction
• Repair required to adjoining areas as a result of contracted works. Utmost care will be taken during renovation to prevent damage, but, unfortunately, in certain circumstances, for reasons beyond our control, this may occur. E.g. cracking of cement render of adjoining wall as a result of removal of tiles in bathroom.

Note: Where a product is ordered but is unavailable, Origin Bathrooms will contact you and provide the option to re-select an alternative product and modify the order, so as not to delay your renovation unnecessarily. Origin Bathrooms makes every attempt to have products available but at times suppliers stock may become unavailable without notice.

Origin Bathrooms is a family owned and operated business. We pride ourselves on excellence in service and quality in all work carried out by our team.

Please do not hesitate to contact us if we can be of further assistance.

I confirm that my action here represents my electronic signature and is binding.

Signature: 

Date: Mar 15, 2024, 12:40 PM

Approved by: Patricia Tselepi

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VENEZIA COMPACT

JohnsonSuisse Bathroom Solutions

RIMLESS FLUSH TO WALL SUITE SHORT PROJECTION

CODE: JTTV321.JTTV312.311

FEATURES

- Modern style flush to wall vitreous china toilet suite
- Efficient rimless design for hygienic flushing
- Cistern has a concealed, back-entry water inlet
- Soft-close, quick release toilet seat
- P or S Trap configuration installation
- Variable S Trap pan connector - 95-185mm set out
- WELS 4 Star, 4.5/3L (3.3L average flush) L06875



COMPONENTS

Venezia Rimless Flush to Wall pan	JTTV321
Venezia cistern	JTTV312
Venezia Quick-release, Soft-close seat	JSEV311

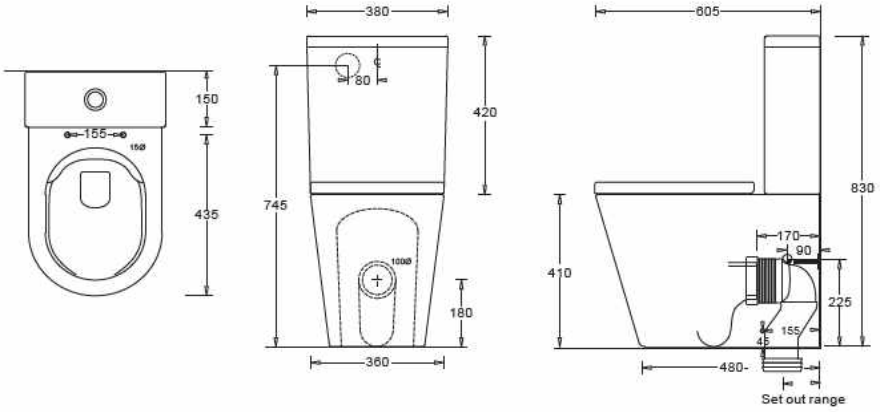
WARRANTY

Vitreous china 25 years replacement
-refer to T&Cs at www.johnsonsuisse.com.au



WaterMark
LIC. WM25609
AS1172.1/2
SAI Global

PRODUCT DIMENSIONS



TECHNICAL DATA SHEET
SUPERSEDES ALL PREVIOUS ISSUES

All dimensions are in millimetres and are subject to normal manufacturing variation.
As product development is ongoing BPA reserves the right to vary specifications without notice.
Bathroom Products Australia Pty Ltd ABN 87 079 297 617

0623

JohnsonSuisse Bathroom Solutions

2/97 Banksia St., Botany, NSW 2019
TEL: 1300 717 717
www.johnsonsuisse.com.au

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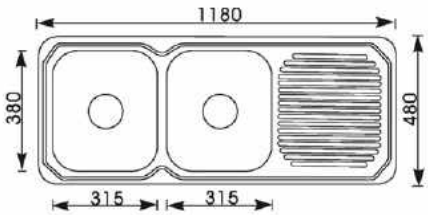
Duraplex
Vanities, Mirrors & Accessories

S1180

Page:
Version: 201712

KITCHEN SINK





Item Code	Description
S1180L	Double bowl, Single drain sink LH bowl.
S1180R	Double bowl, Single drain sink RH bowl.

Specifications
• Available in left and right bowl
• 304 grade stainless steel
• 0.8mm thickness
• Includes waste & fixing clips
• 5 years replacement product and parts

All measurements are subject to normal manufacturer variations. Duraplex reserves the right to vary specifications without notice.

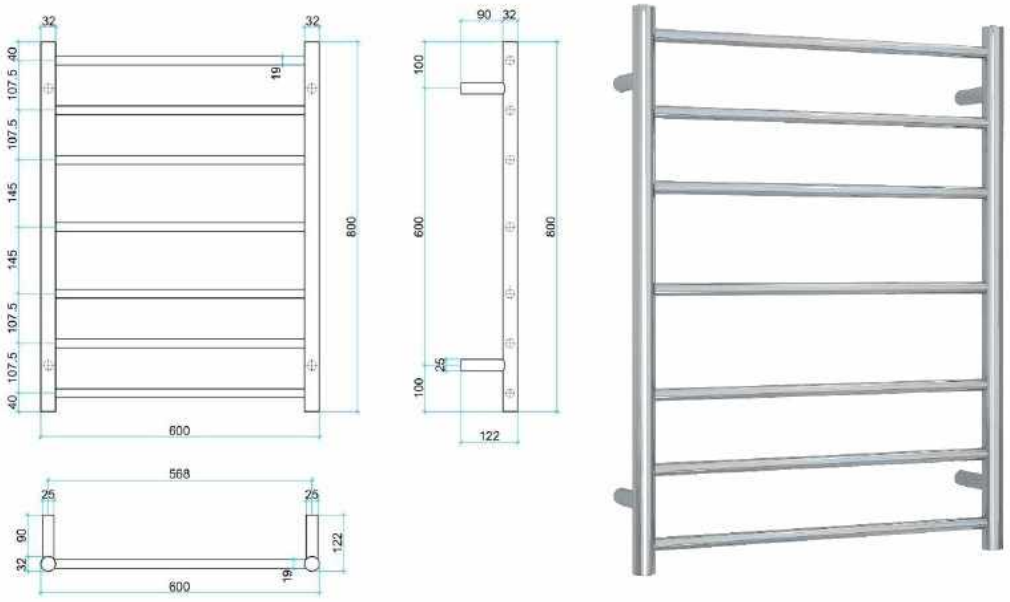
Duraplex Pty Ltd ABN 46 081 700 100

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Thermorail Ladder Towel Rails 240V

thermorail
ELECTRIC TOWEL HEATERS

Electric Heated Towel Rails for use in bathrooms



This rail has Multiflex wiring which means that there is a connection point on both the left and right hand side of the rail and the lead can be connected to either side. Being a dry electric element rail, this can be mounted either way up meaning the wiring can be from any of the four mounting points.

Stock Code	Finish	Size (mm)	Output (W)	No. of Bars
SR44M	Polished Stainless Steel	W600 x H800 x D122	80 Watts	7

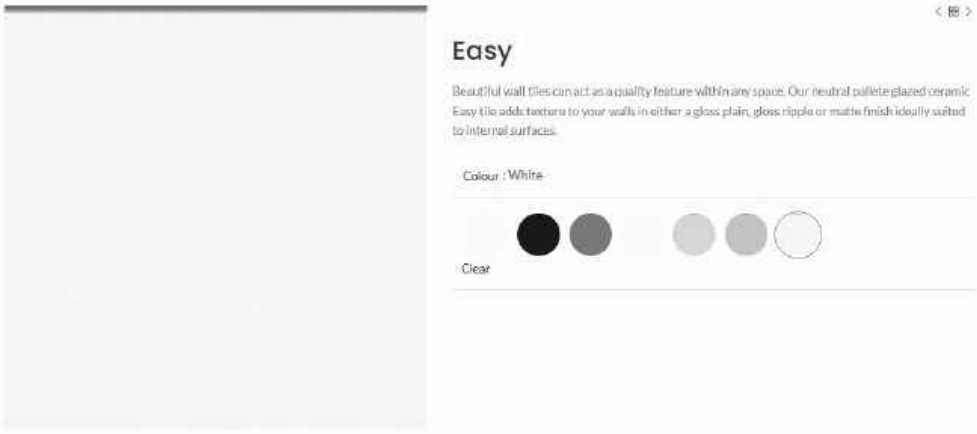


PLEASE NOTE: Specifications are for information purposes only. Whilst every effort has been made to ensure the product specifications are accurate, due to continuing product development and improvement the specifications are subject to change. Specifications can be used to rough in and fit timber supports in the wall however we recommend no holes are drilled without having the product on site or verifying the details with the manufacturer. Thermogroup cannot be held liable or responsible for errors due to updated specifications.

Thermogroup
That little bit extra...

1300 368 631
sales@thermogroup.com.au
www.thermogroup.com.au

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White					
200×200	♦	♦			
200×300	♦	♦			
200×400	♦				
250×400	♦	♦			
300×450	♦				
300×600	♦		♦	♦	

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TERRAZZO TILES - ITALIAN STOCKED ITEMS

ENQUIRE

This high quality Italian Terrazzo tile collection has been manufactured using a vacuum-packing process, which deaerates the stone to reduce the porosity of the tiles.

This collection is cement based & resin free and has been used globally in projects including airports, hospitals, shopping centres, offices, schools and residential applications.

- Colour resistant to light and UV rays
- Tiles calibrated and rectified on all four sides, chamfered edges
- Resistance to fire classified as Class O
- High resistance to wear, to compression and atmospheric agents

PLEASE NOTE: Swatches shown below represent approx. 140x140mm sample.

SIZES:

400x400x15mm
We endeavour to keep these items in stock. However due to high demand certain items may sometimes be out of stock.

FINISHES:

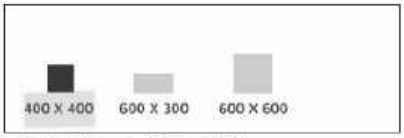
(H) Honed

Special Order items - 16 week lead time. 600x300mm & 600x600mm minimum quantity = 200m2

SLIP RATING

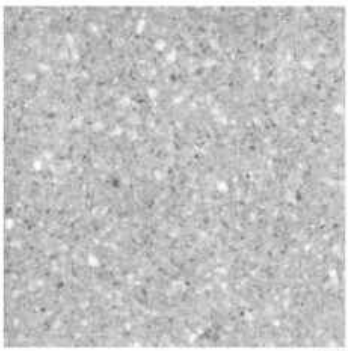
Custom Honed Finish: P3

NOTE: Not available for sale in the state of Victoria.



Stocked Sizes By Special Order

CEMENT BASED & RESIN FREE
Green Tag certified manufacturer
Many colours contain stone aggregate that is 100% recycled from stone quarries.
Terrazzo tiles made from all-natural materials.



04 HONED TERRAZZO (H)

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Finger Mosaics

Our Finger Mosaics exudes the modern simplicity of beautiful design. Whether to be used on bathroom wall, kitchen splashback, or just as beautiful feature wall, the flexibility of the mosaics lends itself to endless possibilities. Available in two styles and a range of colour palette.

Colour : Flat White



Clear

Flat White	Matt	22x145mm
	Gloss	22x145mm

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HAND-MADE WALL TILES - SUBWAY

ENQUIRE

These beautiful glazed tiles are each unique with the natural characteristics derived from their hand made manufacturing process. The irregularities are what makes these tiles unique, as light bounces in different ways from the undulating surface.
* CRACKLE GLAZE - It is best practice to use a matching grout, as the grout will form in the cracks during installation. Ask your tiler to prepare a grouted sample on a loose spare Crackle glaze tile prior to installation.

SIZES:
75x150mm
75x300mm
As labelled below

FINISHES:
Glazed





DocuSign Envelope ID: B4F34368-2103-4DD5-9108-23476FD73A1B











LED BONDI 1200X750 WHITE SHAVING CABINET

LED-BOSV1275W

NSW: In Stock

Queensland: Call Us to Order

Victoria: Call Us to Order

Details

BONDI 1200mm SHAVING CABINET MATTE WHITE

Installation Video

Door 1200 x 750mm

Cabinet 750x600x128mm

FEATURES:

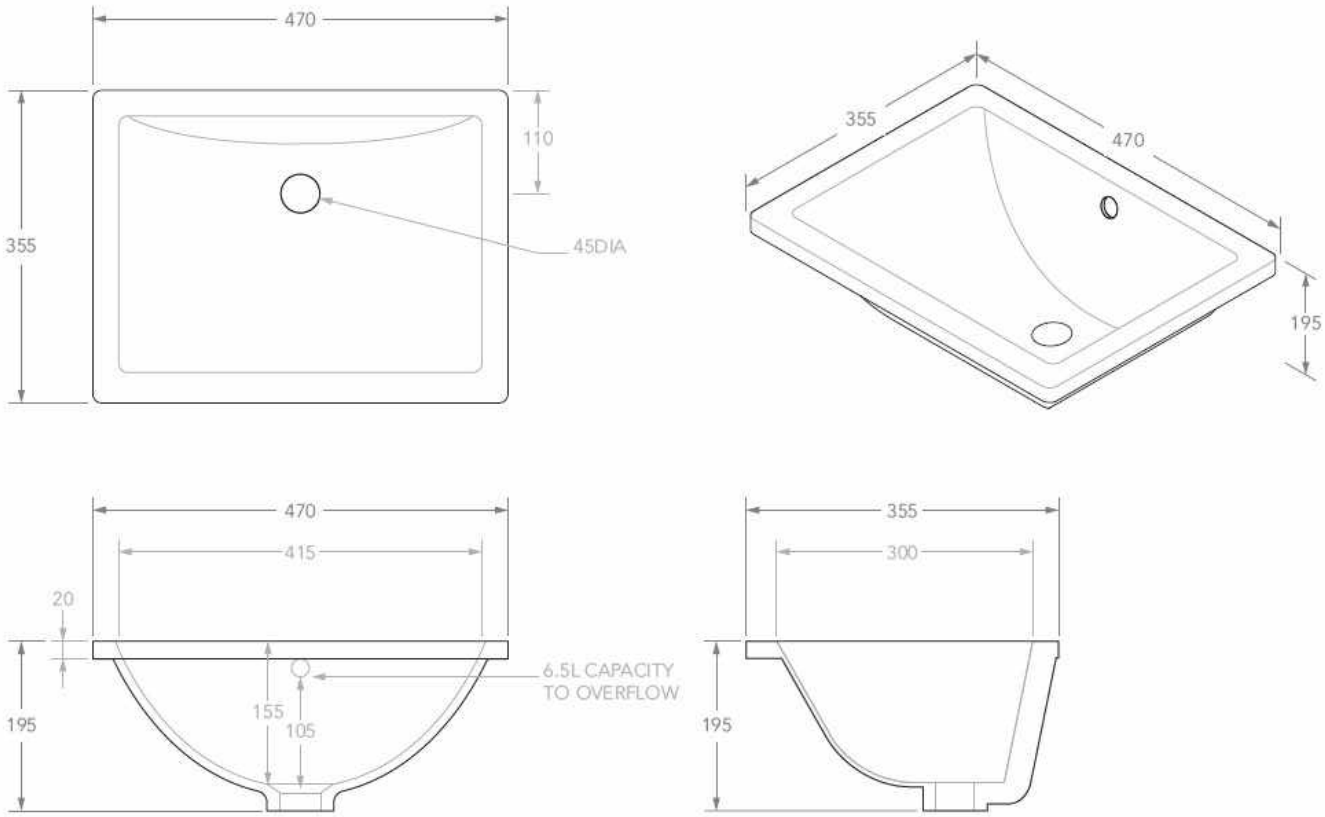
Configuration	Wall Mounted and can be recessed into walls
Doors	3 Doors Soft Closing
Handle	Fingerpull
	Fixed Shelving
Finish	Polyurethan Satin White
	Curved Moisture Resistant Plywood
	Cool daylight 6000K LED light strip
	Sensor on/off Switch
	Up to 50,000 hours of LED life
	Dimmable LED lights
	Wattage 40W
	Input Voltage 170-265V
	Output Voltage 12V
	Plug-in IP 44
	Exterior Mirror - 4mm Copper-free mirror

Package Info

Package Size mm			Gross Weight kg
1250H	1950	810W	27.4

Package details Approximately only

DocuSign Envelope ID: B4F34368-2103-4DD5-9108-23476FD73A1B



Adp

PRODUCT	DISH	MATERIAL	CERAMIC
CODE	BT420	COLOUR	WHITE
STYLE	UNDER-COUNTER	FINISH	GLOSS
DIMENSIONS	470W X 355D X 195H		
CAPACITY	6L TO OVERFLOW		
VERSION 6	DATE 23/04/2020		

NOTES:
DUE TO THE MANUFACTURING NATURE OF CERAMICS, +/-5MM VARIATION IN SIZE AND DETAIL CAN BE EXPECTED.

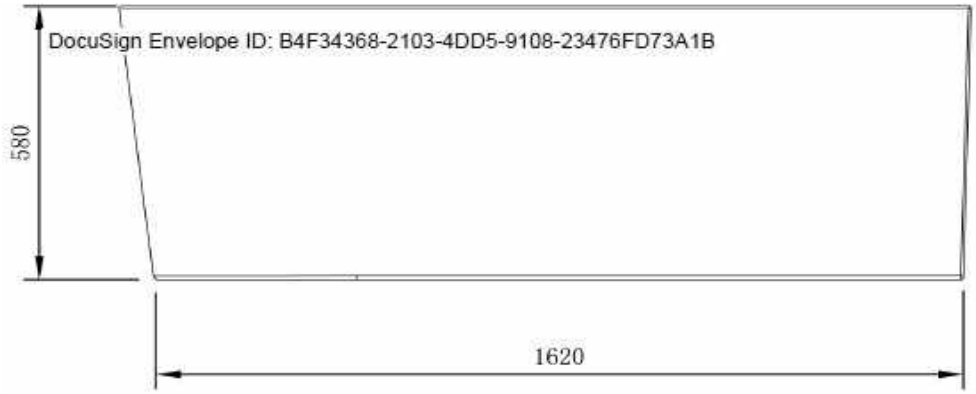
DO NOT DRILL OR ROUGH IN UNTIL YOU HAVE RECEIVED AND MEASURED YOUR PRODUCT.

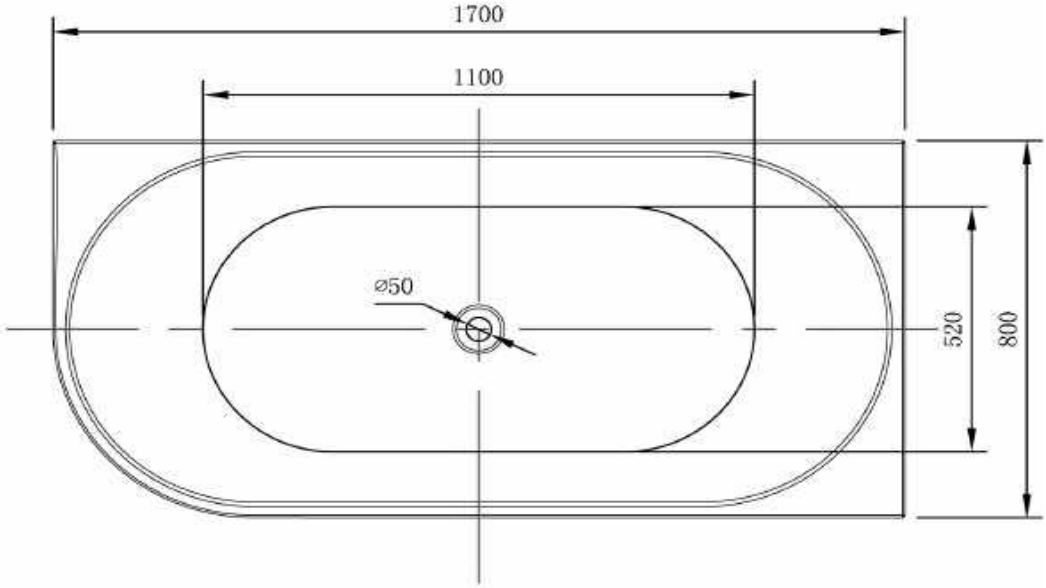
BASIN REQUIRES 32MM WASTE WITH OVERFLOW. ADP UNIVERSAL PLUG AND WASTE RECOMMENDED (SOLD SEPARATELY).

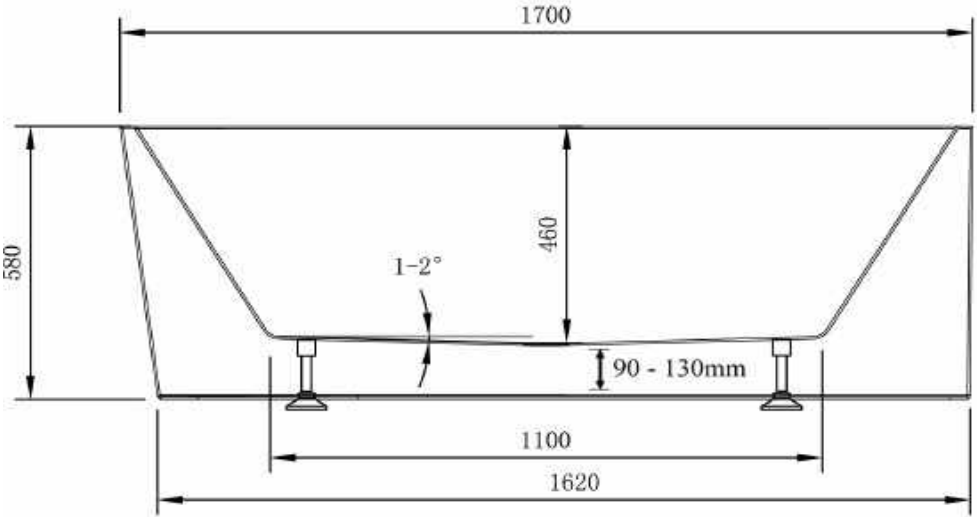
BASIN CUT-OUT IS 390 X 265 ROUNDED RECTANGLE. CUT-OUT DXF DOWNLOAD AVAILABLE AT ADPAUSTRALIA.COM.AU

ALL DIMENSIONS ARE IN MILLIMETRES. DO NOT MEASURE FROM DRAWING.

DocuSign Envelope ID: B4F34368-2103-4DD5-9108-23476FD73A1B



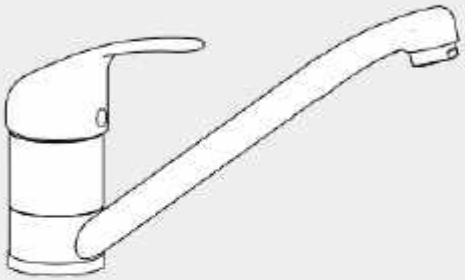




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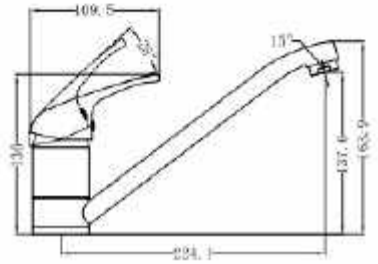
Classic Sink Mixer

Nero



Version: 202401

Drawing



Specifications

Watermark License
WM-060073

Temperature Rating
Min 1°C-Max 75°C

Pressure Rating
Min 150kpa - Max 500kpa

Packaging Includes

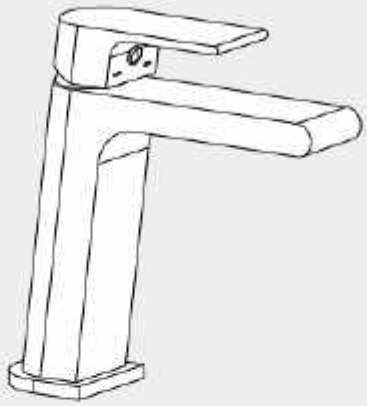
1x Basin Mixer
2x Flexible Hoses
1x Base Ring

Finish & SKU

Chrome
NR1 1000TCH

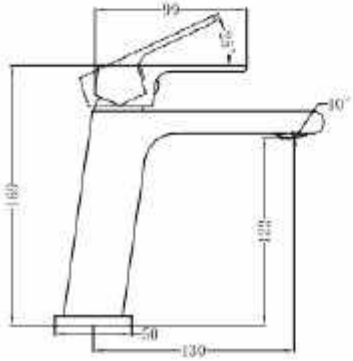
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Nero



Version:202401

Drawing



Specifications

Watermark License
WM-060073

Temperature Rating
Min 1°C-Max 75°C

Pressure Rating
Min 150Kpa - Max 500Kpa

Packaging Includes

1 x Basin Mixer
2 x Flexible Hoses
1 x Thread And Locking Screw Set
1 x Base Ring

Finish & SKU

Chrome
NR321501CH

Gun Metal
NR321501GM

Brushed Nickel
NR321501BN

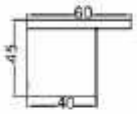
Matte Black
NR321501MB

Brushed Gold
NR321501BG

DocuSign Envelope ID: B4F34368-2103-4DD5-9108-23476FD73A1B

Bianca Bathroom Accessories

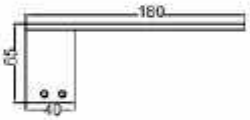
ROBE HOOK
NR9082CH / NR9082MB / NR9082BN
NR9082GM / NR9082BG



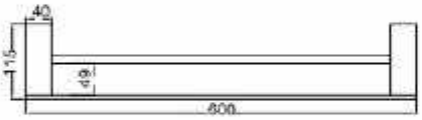
SINGLE TOWEL RAIL 600MM
NR9024CH / NR9024MB / NR9024BN
NR9024GM / NR9024BG



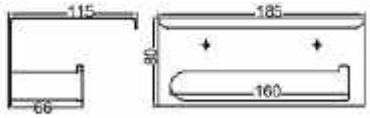
TOILET ROLL HOLDER
NR9086CH / NR9086MB / NR9086BN
NR9086GM / NR9086BG



DOUBLE TOWEL RAIL 600MM
NR9024dCH / NR9024dMB / NR9024dBN
NR9024dGM / NR9024dBG



TOILET ROLL HOLDER
NR9086aCH / NR9086aMB / NR9086aBN
NR9086aGM / NR9086aBG



SINGLE TOWEL RAIL 800MM
NR9030CH / NR9030MB / NR9030BN
NR9030GM / NR9030BG



HAND TOWEL RAIL
NR9080CH / NR9080MB / NR9080BN
NR9080GM / NR9080BG



DOUBLE TOWEL RAIL 800MM
NR9030dCH / NR9030dMB / NR9030dBN
NR9030dGM / NR9030dBG / NR9030dBZ



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Collection: Bianca

BIANCA SHOWER MIXER 60MM PLATE CHROME (NR321511HCH)

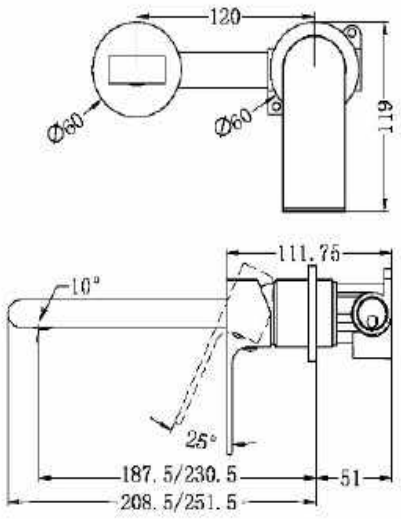
Product Type: Shower Mixer
Product SKU: NR321511HCH
Colour: Chrome
Material: Brass

Separately packaged group parts

Universal Body
NRUB002P

Trim Kits Only
NR321511HTCH

DocuSign Envelope ID: B4F34368-2103-4DD5-9108-23476FD73A1B



Collection: Bianca

BIANCA WALL BASIN/BATH MIXER SEPARATE BACK PLATE 187/230MM CHROME

Product Type: Wall Basin/Bath Mixers
Colour: Chrome
Material: Brass
Product SKU:NR321510FCH
WELS Rating: 4.5L/Min, 6Star
WELS Registration No:T41695

Spout Length —

- ○ 187mm
- ◉ 230mm

Separately packaged group parts —

Universal Body	Trim Kits Only
NRUB001P	NR321510ETCH/NR321510FTCH




DocuSign Envelope ID: B4F34368-2103-4DD5-9108-23476FD73A1B

Nero

Bianca/Ecco Shower Rail



SPECIFICATION

PRODUCT CODE	YSW308-3
WELS RATING	4Star 6L/Min
WATERMARK LICENSE	WM-060093
TEMPERATURE RATING	Min 1 C -Max 75 C
PERSSURE RATING	Min 150KPa-Max 500Kpa

AVAILABLE FINISH

CHROME
NR30803CH

MATTE BLACK
NR30803MB

BRUSHED NICKEL
NR30803BN

GUN METAL
NR30803GM

BRUSHED GOLD
NR30803BG

MAINTENANCE AND CARE

All surfaces should be cleaned with mild liquid detergent or soap and water. Do not use cream cleaners or citrus based cleaning products, as they are abrasive. Use of unsuitable cleaning agents may damage the surface.Any damage caused in this way will not be covered by warranty

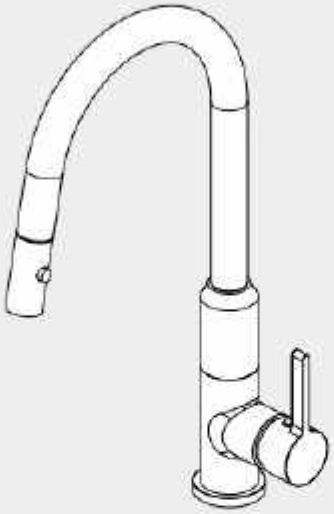
PACKING INCLUDES

-1x hand shower
-1x shower rail
-1x shower elbow
-1x 1.5m PVC hose

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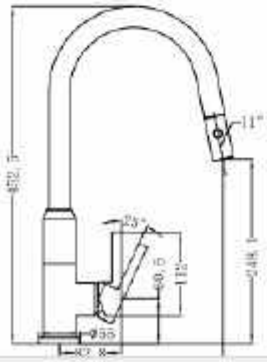
Pearl Pull Out Sink Mixer With Vegie Spray Function

Nero



Version: 202401

Drawing



Specifications

Watermark License
WM-0S0073

Temperature Rating
Min 1°C-Max 79°C

Pressure Rating
Min 150kpa - Max 500kpa

Packaging Includes

1 x Pull Out Sink Mixer
1 x Hose Tail
1 x Counter Weight
1 x Base Ring

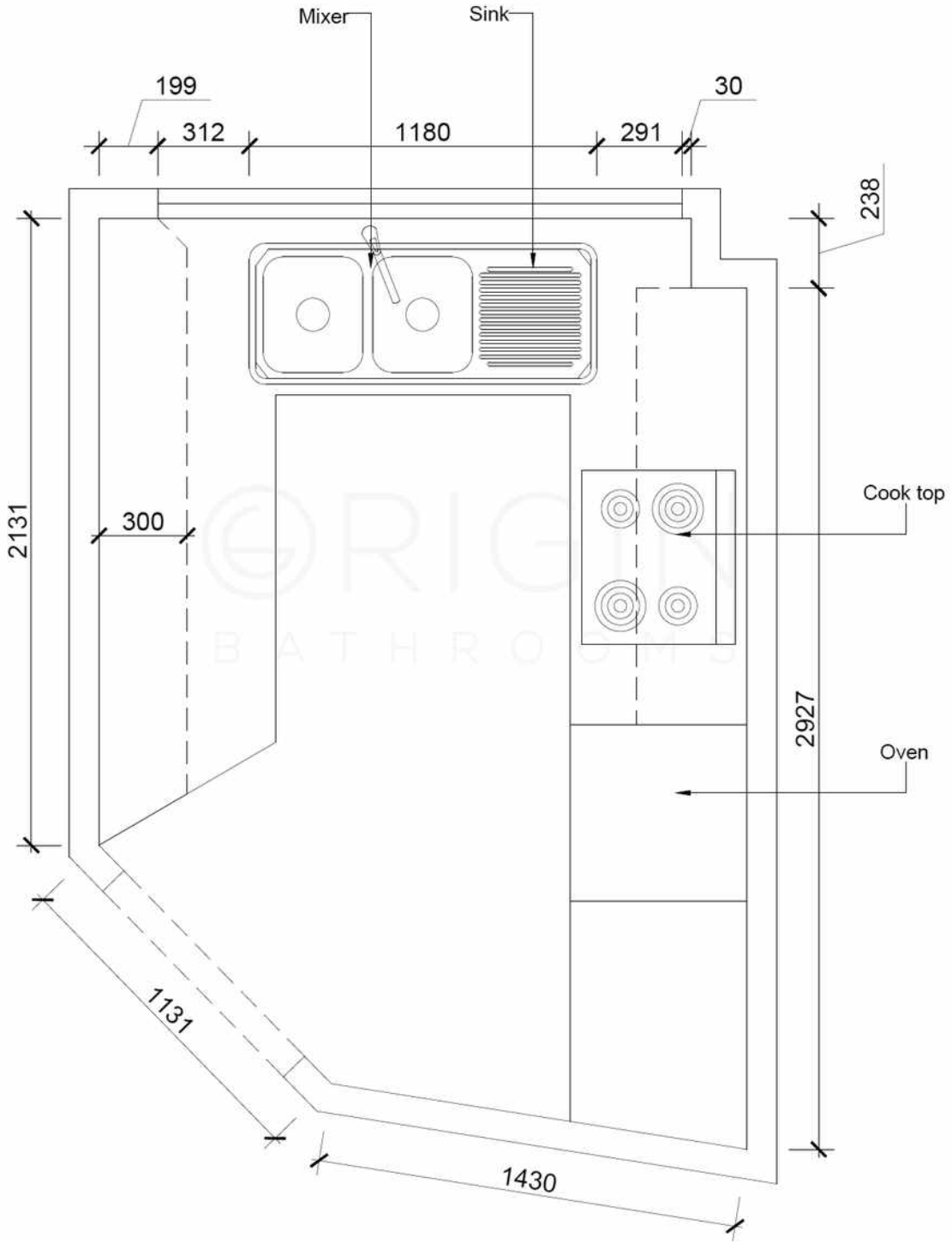
Finish & SKU

Chrome NR231708CH	Gun Metal NR231708GM	Classic White NR231708CW
Matte Black NR231708MB	Brushed Gold NR231708BG	

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KITCHEN - Unit 29, 10 Broughton Rd, CANTERBURY

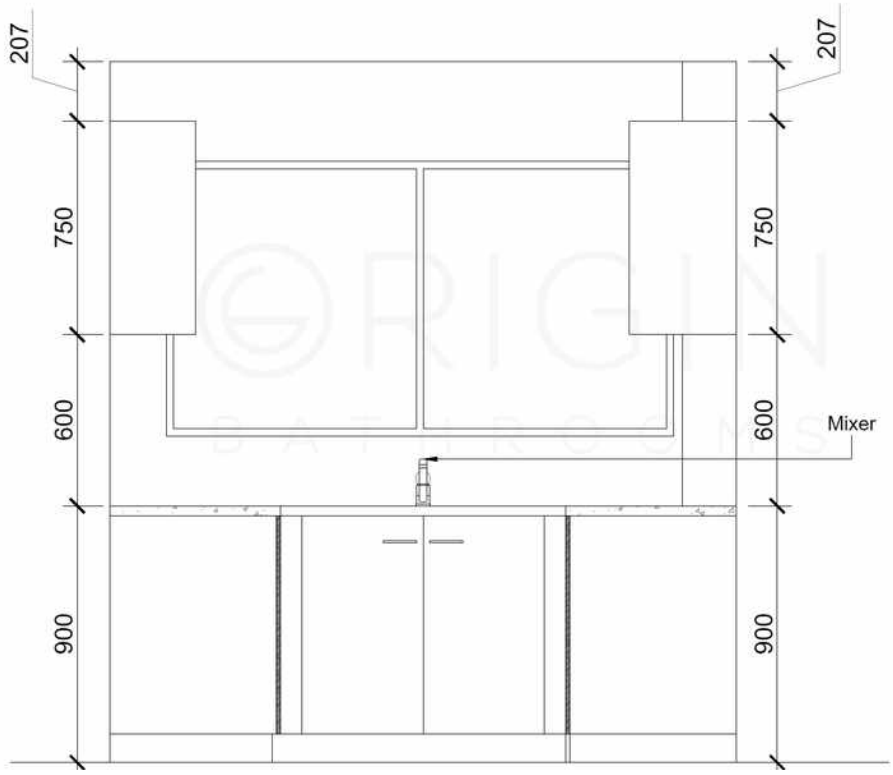
ORIGIN BATHROOMS



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KITCHEN - Unit 29, 10 Broughton Rd, CANTERBURY

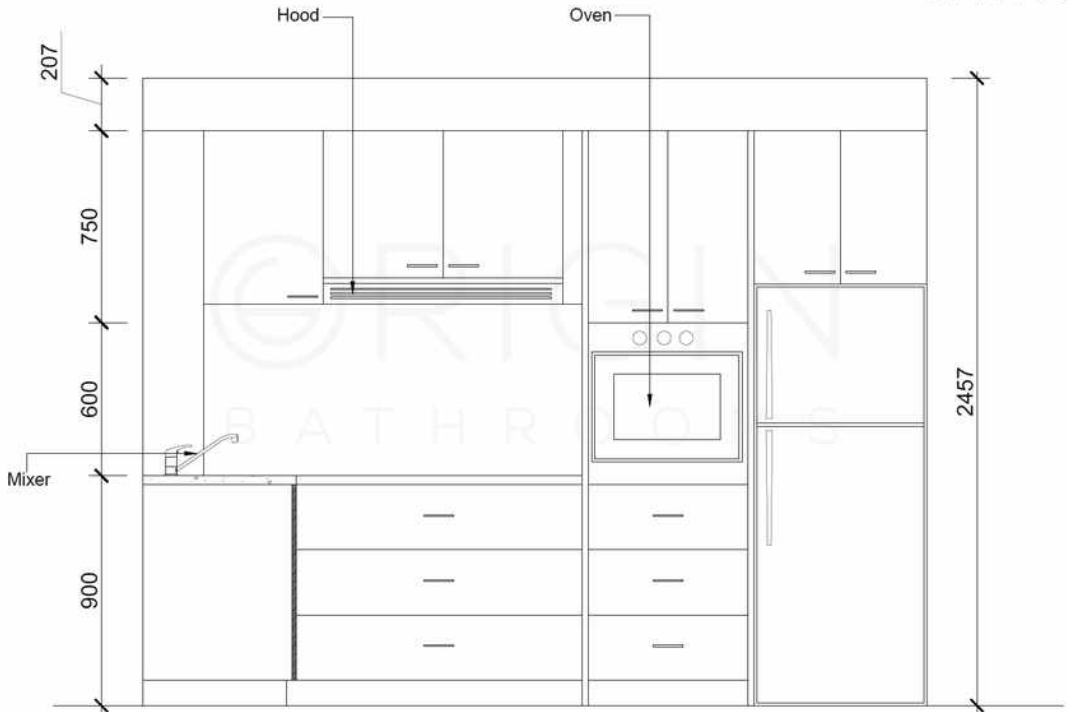
ORIGIN BATHROOMS



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KITCHEN - Unit 29, 10 Broughton Rd, CANTERBURY

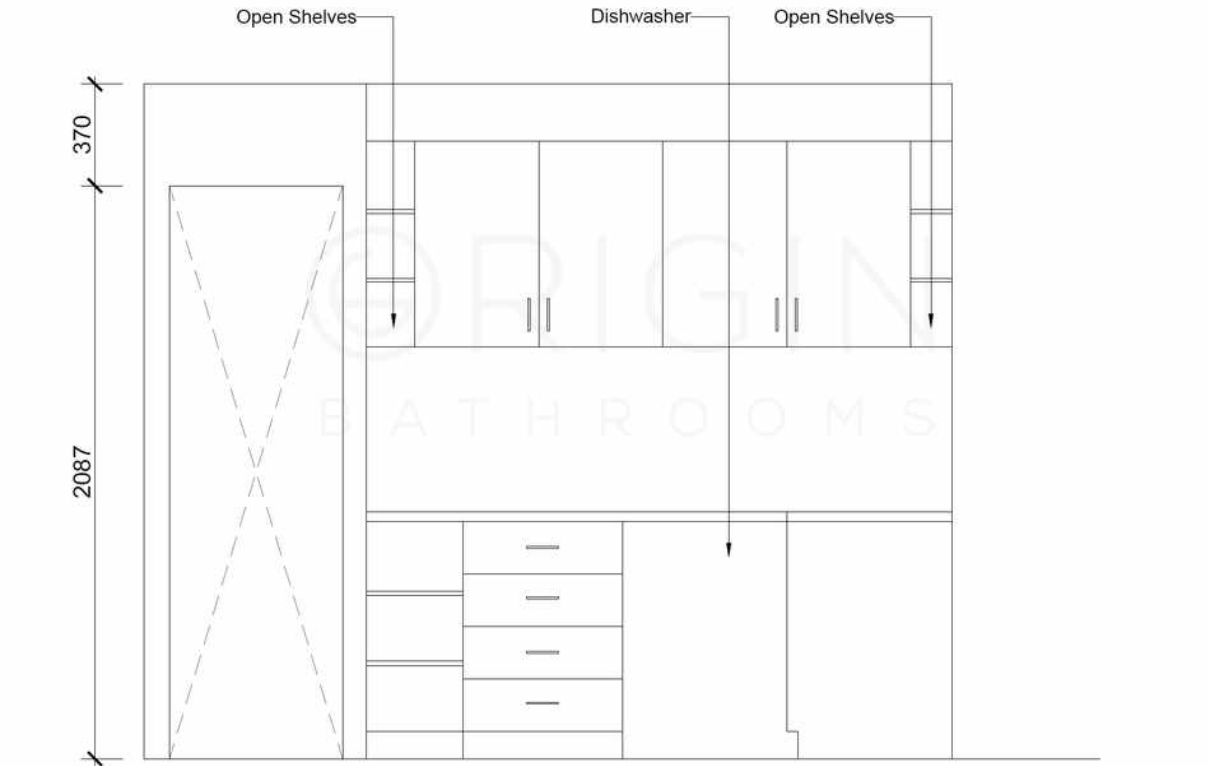
ORIGIN BATHROOMS



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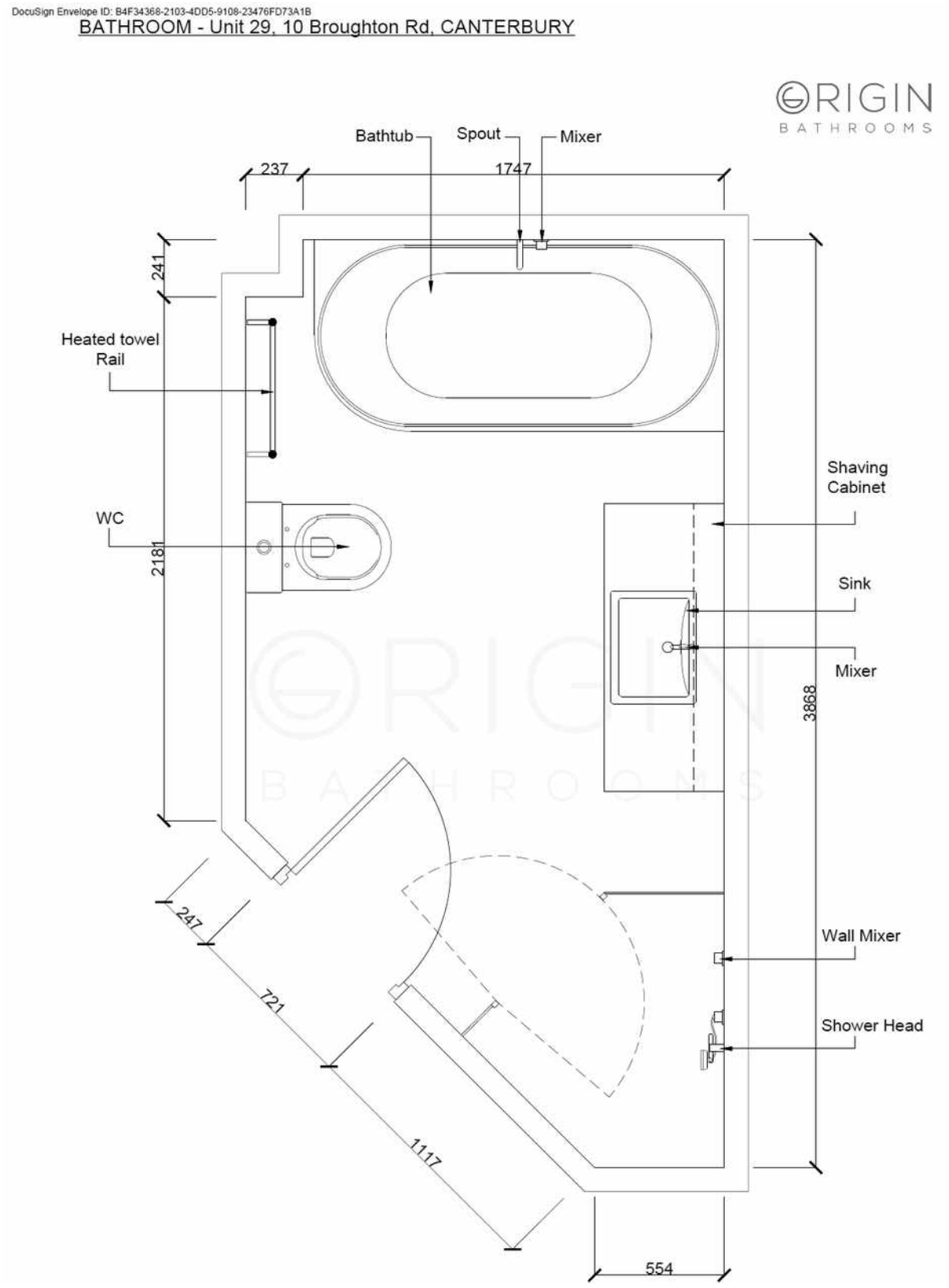
KITCHEN - Unit 29, 10 Broughton Rd, CANTERBURY

ORIGIN BATHROOMS



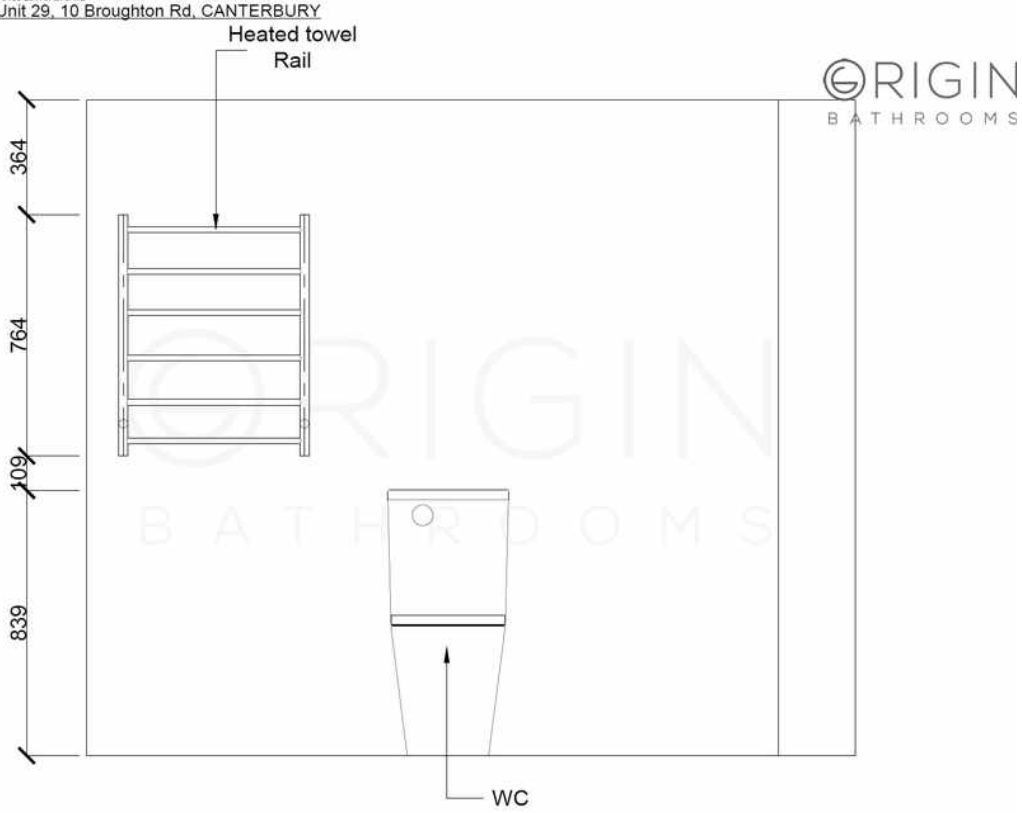
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BATHROOM - Unit 29, 10 Broughton Rd, CANTERBURY



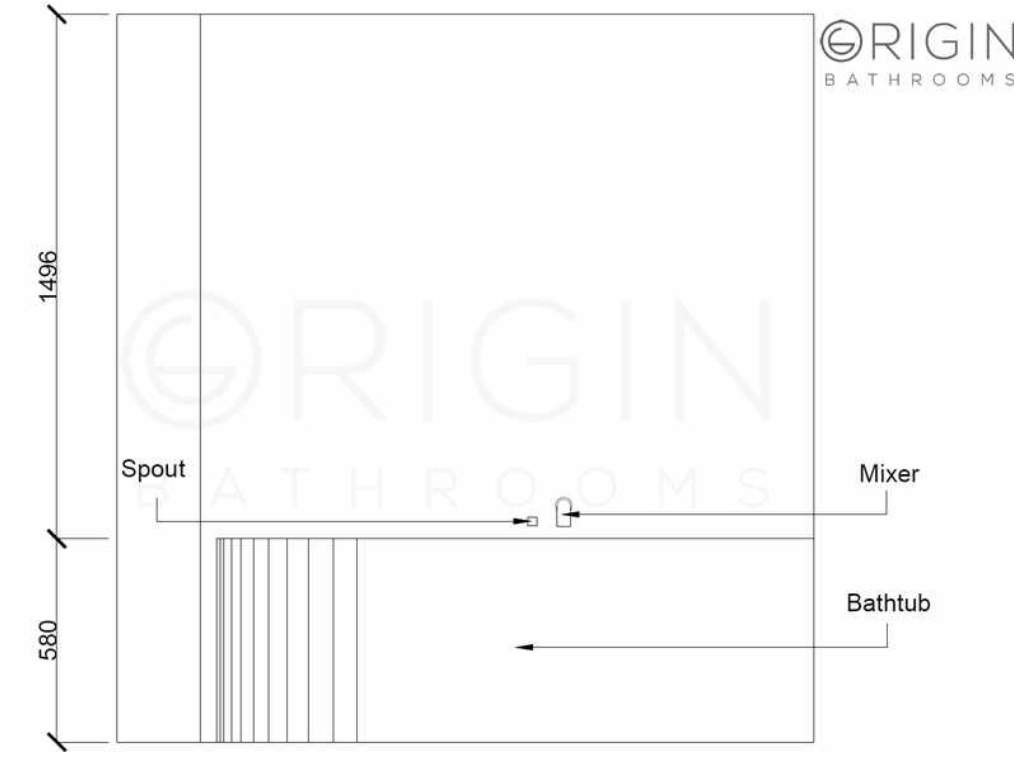
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BATHROOM - Unit 29, 10 Broughton Rd, CANTERBURY



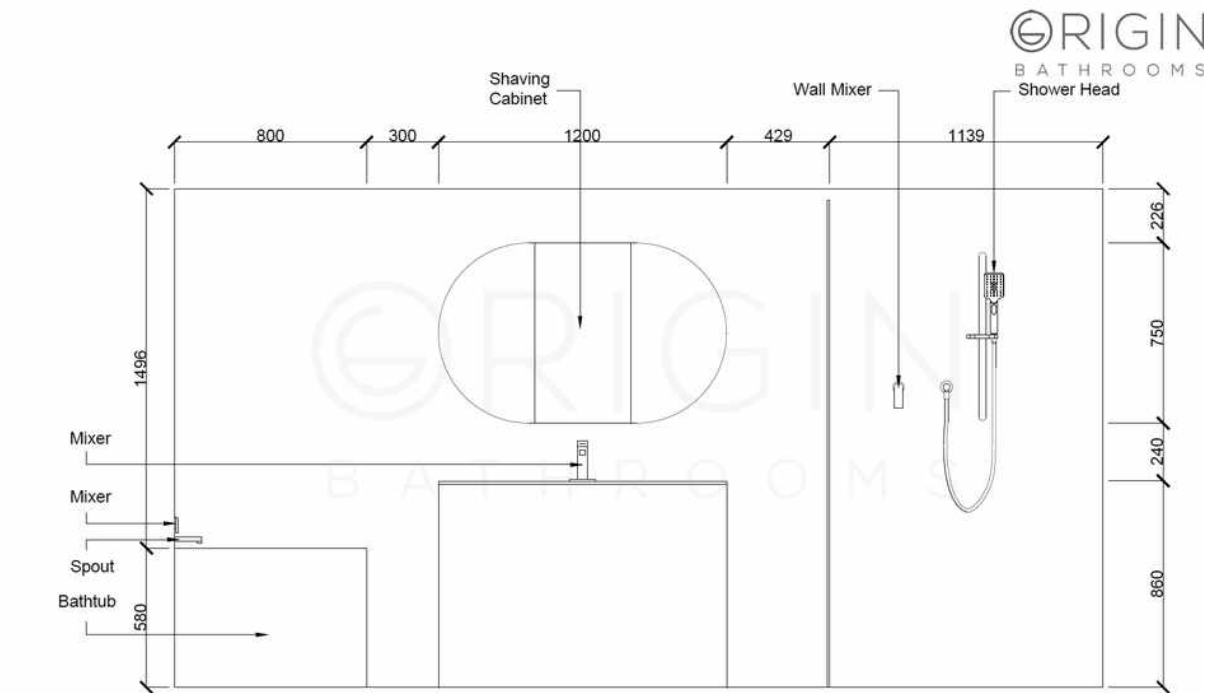
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BATHROOM - Unit 29, 10 Broughton Rd, CANTERBURY



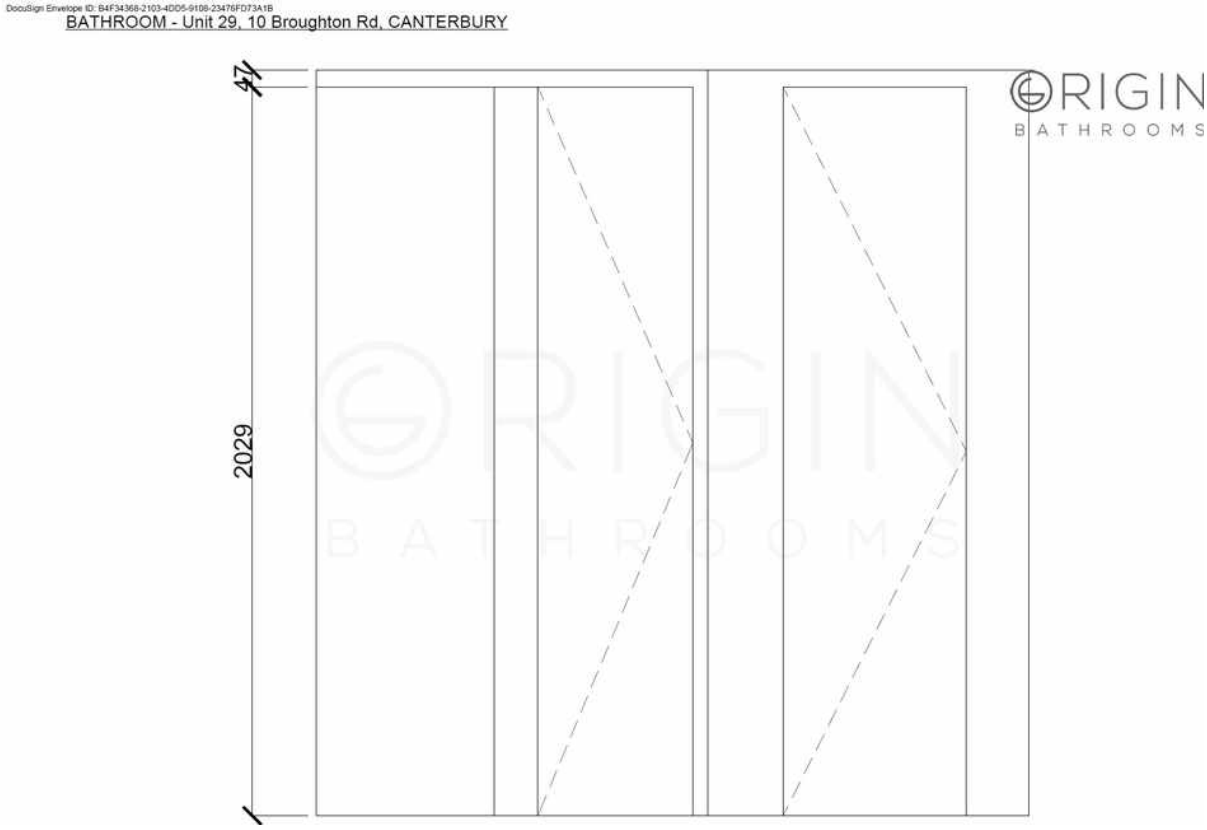
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BATHROOM - Unit 29, 10 Broughton Rd, CANTERBURY



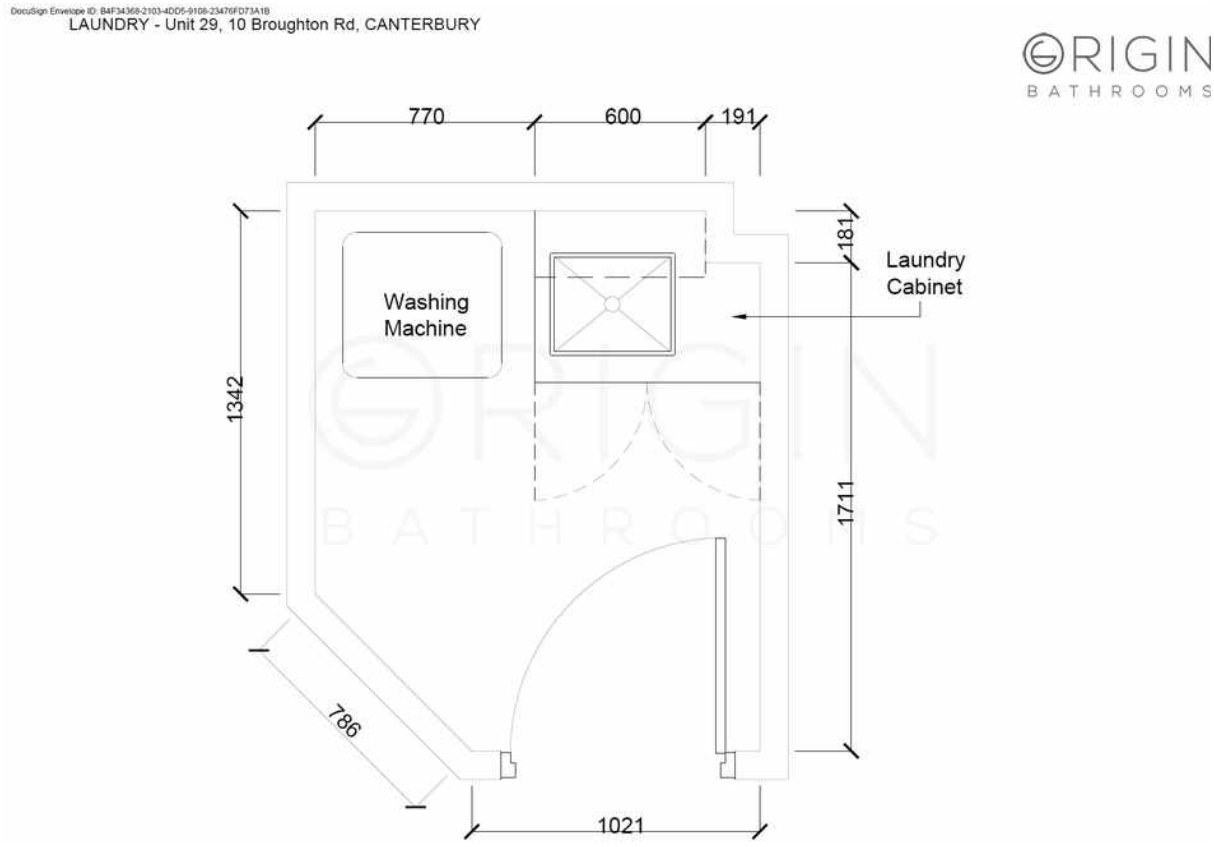
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BATHROOM - Unit 29, 10 Broughton Rd, CANTERBURY



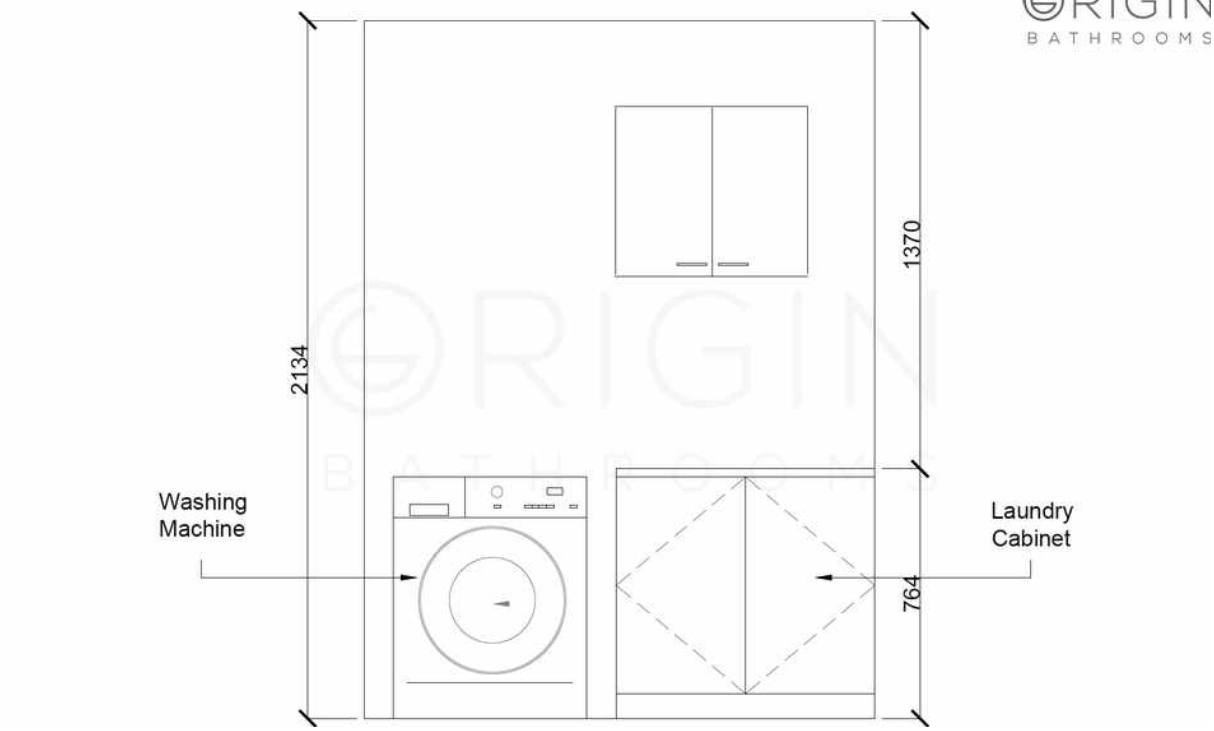
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LAUNDRY - Unit 29, 10 Broughton Rd, CANTERBURY



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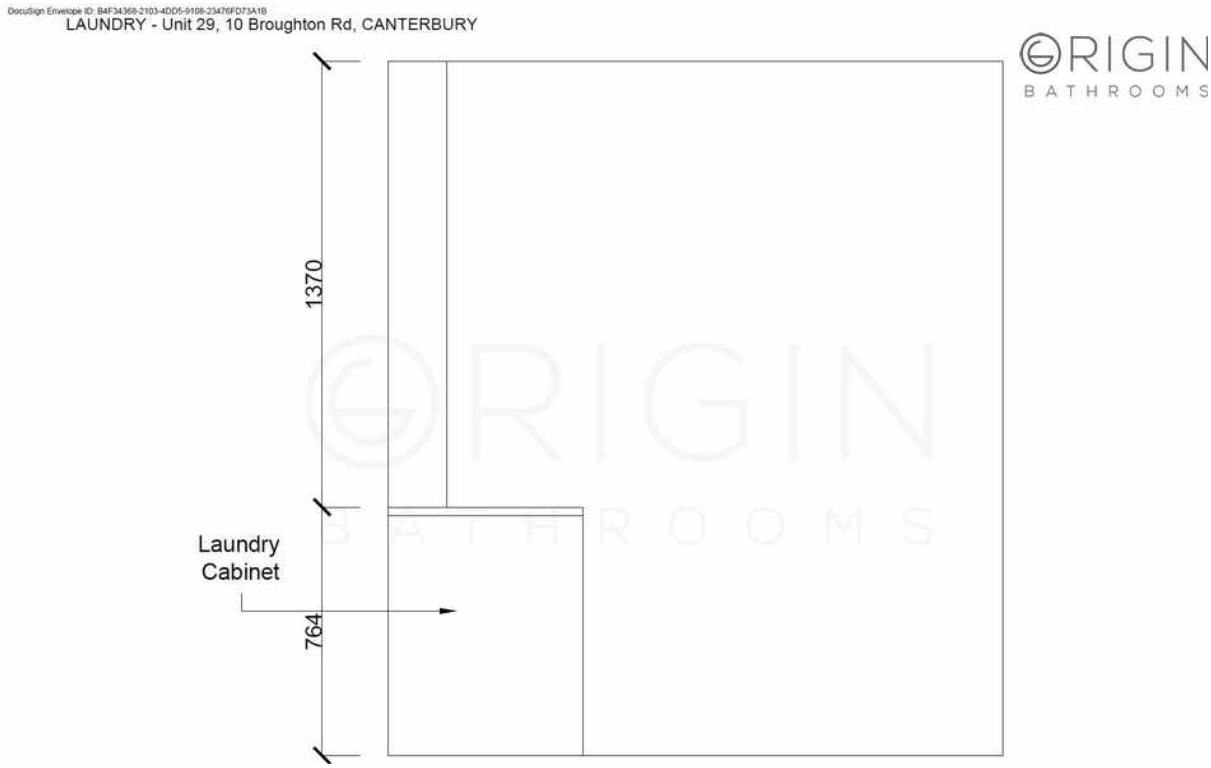
LAUNDRY - Unit 29, 10 Broughton Rd, CANTERBURY



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LAUNDRY - Unit 29, 10 Broughton Rd, CANTERBURY

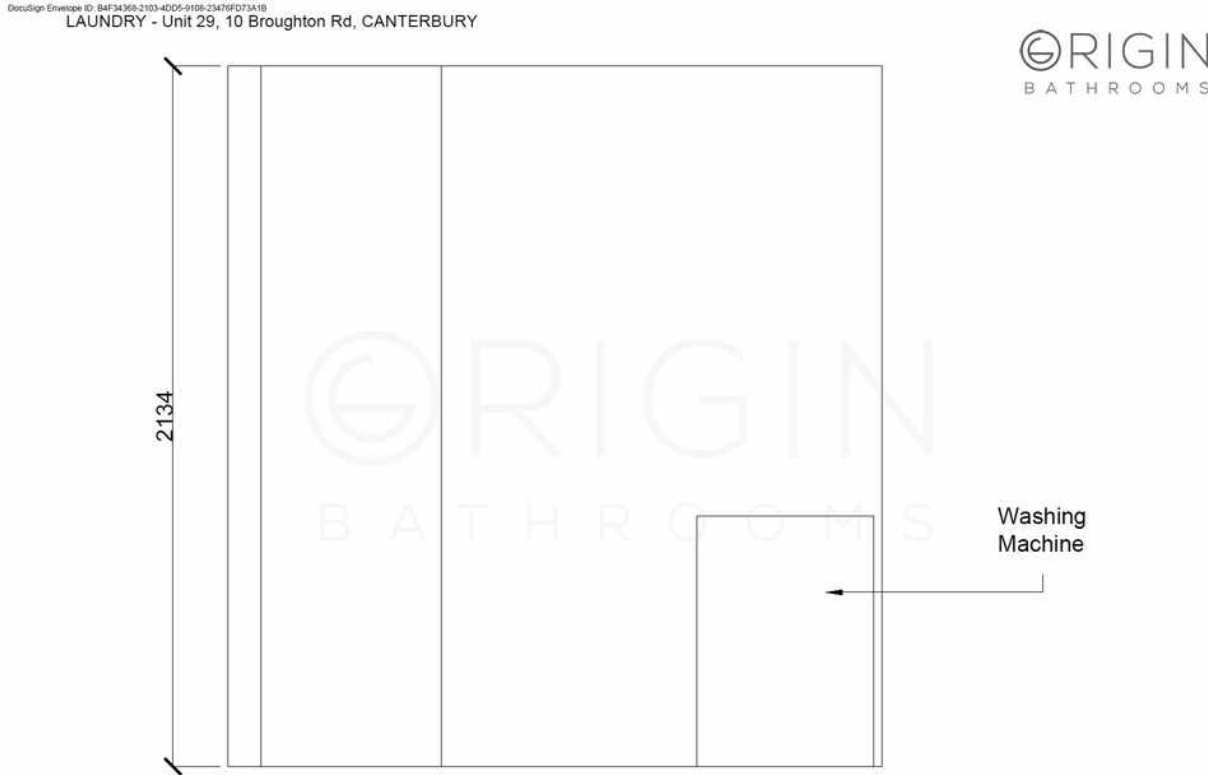
ORIGIN BATHROOMS



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LAUNDRY - Unit 29, 10 Broughton Rd, CANTERBURY

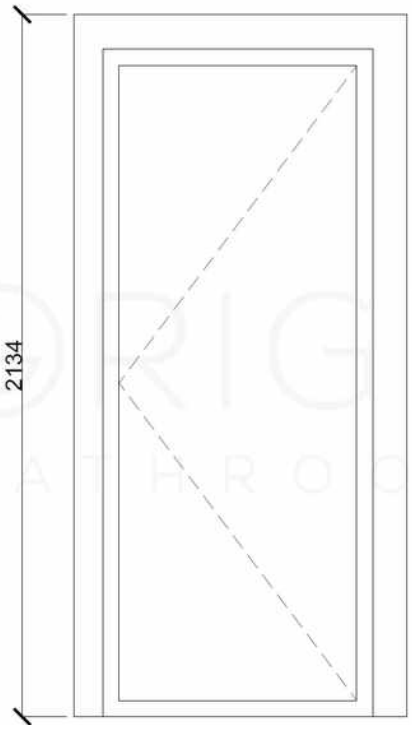
ORIGIN BATHROOMS



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LAUNDRY - Unit 29, 10 Broughton Rd, CANTERBURY

ORIGIN BATHROOMS



Quote 2

LOT 91

BLOCK BATHROOMS & KITCHENS

CONTRACT

DATE OF ISSUE
06-March-2024

CONTRACT PRICE
$25,680.00

CLIENT DETAILS

Name: Tia Kierath and Bay Reeson

Address: 90/10 Broughton Street, Canterbury NSW 2193

Both parties acknowledge that the Contractor will perform the specified works, including building material supply as outlined in the attached Specifications. The Client is obligated to adhere to the Conditions of Contract and is responsible for paying the Contract Price, adjusted for any additional alterations or variations.

SPECIFICATION OF WORKS - MAIN BATHROOM

Demolition

* Protection of all floors
* Carpet protection to stairs
* Remove all tapware, shower screen, toilet suite, vanity unit, laundry tub and all accesories from room

* Remove single layer of wall tiles to existing heights throughout room
* Remove wall linings where necessary
* Remove single layer floor tiles and tile bed
* Remove cornices
* Ceiling to remain
* Demolition works are invasive and may expose unforeseen issues or existing conditions affecting structural integrity. Any additional works resulting from existing conditions or unavoidable damage will be charged as an extra

Waterproofing and Tiling

* Block Bathrooms & Kitchens will carry out waterproofing to the required areas to comply with AS3740 and the NCC Building Code of Australia. A waterproofing certificate can be supplied on request. If requested, this will be issued upon receipt of final payment
* Lay standard sized wall tiles to full height around all perimeters. Tiles to be laid in a standard pattern

* Lay standard sized floor tiles throughout room. Tiles to be laid in a standard pattern
* Supply and install 2 x standard chrome floor tile insert grate
* Silicone/Caulk all internal corners with bathroom grade silicone
* Supply and install required lengths of aluminium edge angles to external corners
* Supply and install aluminium angle to entry door
* Brick up bath enclosure

Rough in / Fit out Plumbing

* Connect and Install shower tap sets and a single shower fitting on the wall
* Connect and Install new built-in bath and tapware
* Install wall hung vanity. Plumbing to the existing waterpoints and floor drainage (exposed PVC waste pipe to be chrome sleeved). Allowance made for 1x basin

PO Box 478 Summer Hill NSW 2130 | 0414-289-479 | admin@blockbathrooms.com.au | ABN 35 061 161 322

* Relocate waterpoint for toilet to accommodate back to wall toilet
* Connect and Install toilet to existing floor drainage
* Installation of accessories

Rough in / Fit out Electrical
* All retained electrical power outlets and switches to be replaced
* All electrical and lighting to remain as is
* An allowance has been made for separate fan switch if possible

Wall Linings / Plastering
* Walls to be rendered / patched where necessary to provide an adequate surface for tiling
* Supply and install new 50mm cove cornices (alternate style cornices will be charged extra at the cost difference)
* Patch up ceiling as required

Carpentry / Painting
Plane the bottom of the existing door back to the correct height and re-install
* Painting to be completed by owner after the renovation, this includes any sanding required, gapping and filling any nails

Shower screen
* Supply and install fully frameless shower screen with a swing door and standard chrome brackets/hinges

Rubbish
* All rubbish will be removed from the site during and at the completion of the renovation using skip bin, trailer or Otto bins. No allowance has been made for council permits
* .

PC ITEMS - MAIN BATHROOM

The following PC Items are required and have not been allowed for in the Contract Price

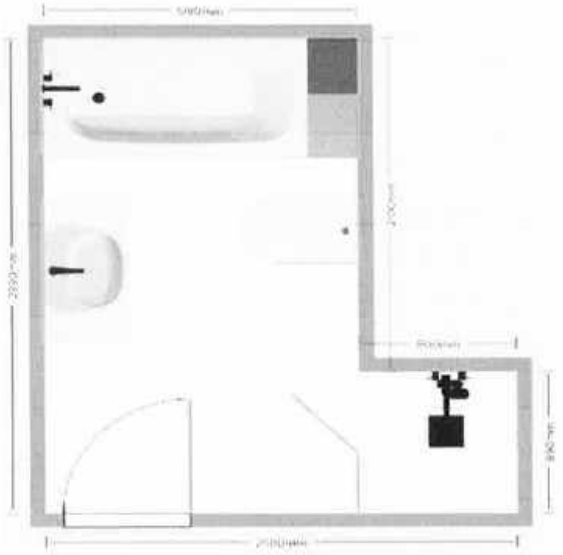
PC ITEMS
Wall tiles - quantities to be confirmed
Floor tiles* - quantities to be confirmed
Bath - built in Size: up to 1500mm Pop up/down waste for bath
Toilet - Back to Wall Set Out: S trap
Vanity - standard wall mounted Size: 900mm Max Size: 1050mm
Basin to suit
Pop up/down waste for vanity
Vanity mirror - Size: up to 900mm
Vanity tapware - benchtop / basin mounted
Bath set including spout
Shower tap set
Twin shower with rain shower and hand held on a rail
Towel rail
Toilet roll holder
2 x Standard chrome tile insert waste (BBK to supply - included in scope of works)

* Block Bathrooms & Kitchens does not recommend ceramic floor tiles and will not warrant the installation

FLOOR PLAN - MAIN BATHROOM

The above scope of works has been priced based on the below floor plan

PO Box 478 Summer Hill NSW 2130 | 0414-289-479 | admin@blockbathrooms.com.au | ABN 35 061 161 322



BLOCK BATHROOMS & KITCHENS

Client
Tia Kierath and Bay Reeson
90/10 Broughton Street
Canterbury NSW 2193

Room Main Bathroom

The above floor plan is a visual representation on the scope of works. Any changes to the floor plan may incur additional fees

CONTRACT PRICE

MAIN BATHROOM		
Renovation Price for labour and building materials	$	[redacted]
GST	$	[redacted]
RENOVATION PRICE FOR LABOUR AND BUILDING MATERIALS	$	[redacted]
Home Building Compensation Fund Insurance	$	[redacted]
PC Items – final cost to be determined and charged extra	$	-
TOTAL COST OF LABOUR AND BUILDING MATERIALS	$	[redacted]

Complimentary Selection Service
Block Bathrooms & Kitchens will provide a Complimentary Selections Service at our local preferred suppliers to help with your fittings and fixtures. We will provided 6 hours for this service.

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