BY-LAWS FOR STRATA PLAN 50785

INTRODUCTION

What are By-laws?
By-laws are rules and regulations. The By-laws contained in this instrument set out the rules for Côte d'Azur. They deal with a broad range of issues such as noise, parking, the keeping of pets, garbage disposal, renovations, the use of common areas such as the residential resort facilities, and other matters appropriate to the complex.

What is the object of the By-laws?
The By-laws set out some of the rights and responsibilities of the owners corporation and the owners and occupants of Lots in Côte d'Azur. They represent a code for living in close community and are designed to facilitate harmony within Côte d'Azur, assist the control, management, administration, use and enjoyment of the Lots and common property and ensure that Côte d'Azur remains a desirable first-class mixed-use strata scheme.

Who is required to comply with the By-laws?
All owners or occupants (including a mortgagee or covenant chargee in possession of a Lot) of any Commercial or Residential Lot in Côte d'Azur, as well as any visitors, must observe and comply with the By-laws at all times.

How can the By-laws be changed?
The owners corporation can only add, amend or repeal By-laws by passing a special resolution at a General Meeting.

What happened to the old By-laws?
Côte d'Azur has been in existence since 1995. Over the past two decades, there have been many changes to the By-laws and strata title legislation. A number of anomalies, inconsistencies and duplications occurred, making it difficult to determine which of our By-laws were actually applicable. As well, there have been changes in the way people think and behave. The By-laws in this document are an update and consolidation of the prior By-laws to reflect these changes, and were approved by the owners at the November 2017 Extraordinary General Meeting. The By-laws contained in this document have been tailored to suit the needs of Côte d'Azur today and into the future. For clarity, this document is in two parts:

- Part 1 contains the Legacy By-laws registered prior to October 2017
- Part 2 contains the New By-laws numbered from 101

What happens if the By-laws are breached?
We would like to think that any By-law breach would promptly cease when brought to the attention of the person concerned. If you contravene any of the By-laws, the owners corporation may seek enforcement against you in a number of ways. We may serve a notice on you requiring you to comply with a specific By-law. If you do not comply with the notice and continue to contravene the By-law, we may apply to the NSW Civil and Administrative Tribunal for an order requiring you to pay a fine. Alternatively, we may apply to NCAT for an order requiring you to comply. If you contravene such an order, we may further apply for an order requiring you to pay a much larger penalty. If you are ordered to pay a penalty, you may also be ordered to pay our costs. We may also enforce the By-laws and recover any damage or loss we suffer because of a breach of the By-laws through the civil courts.

PART 1 — LEGACY BY-LAWS

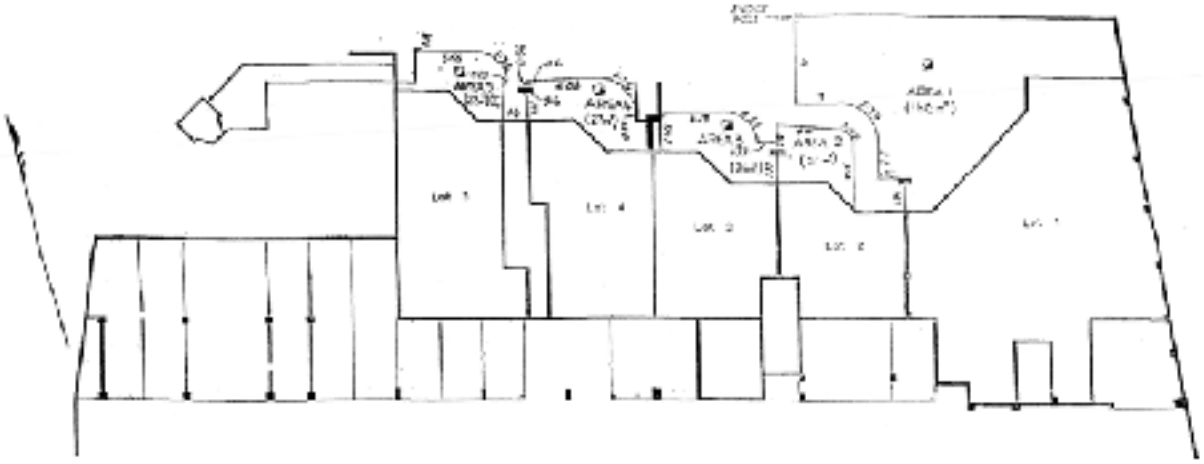
Special By-law 1 — Restaurant exclusive use areas (September 11 1995: Registered on title)

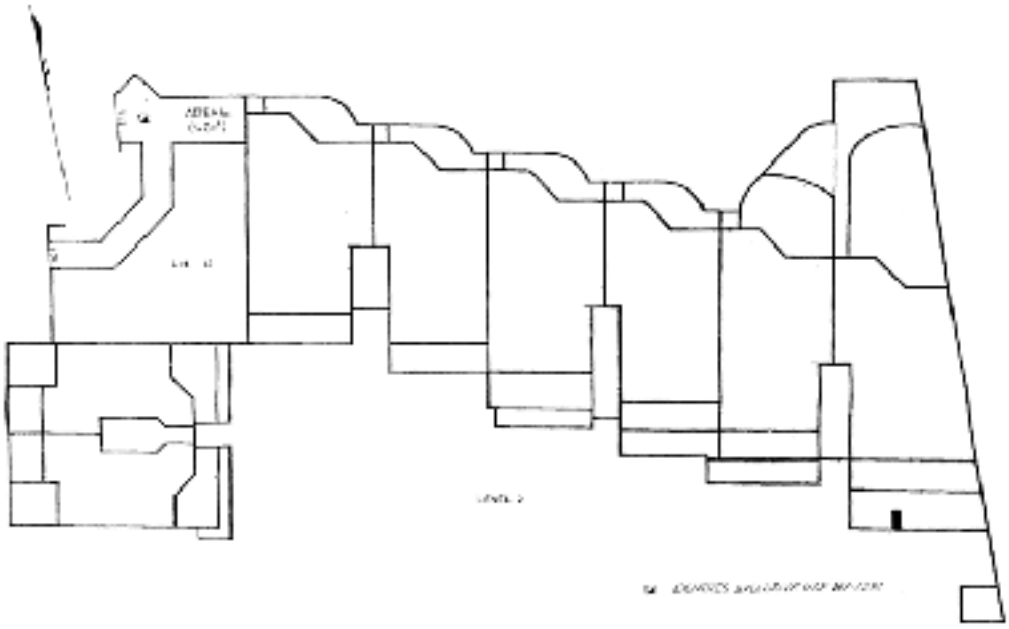
The proprietor for the time being of the lots the numbers of which appear in the first column of the Schedule to this by-law and their successors in title and persons authorised by those proprietors ("Authorised Users") are entitled to exclusive use and enjoyment of the common property the designation of which areas in the second column of the Schedule opposite the respective lot number and which appears are identified on the strata plan (each such respective area being referred to as "Open Area" in this by-law) for the purpose of placing and maintaining on the Open Area tables and chairs to be used by members of the public for the consumption of food or beverages purchased from the occupant of the lots on the following terms and conditions:

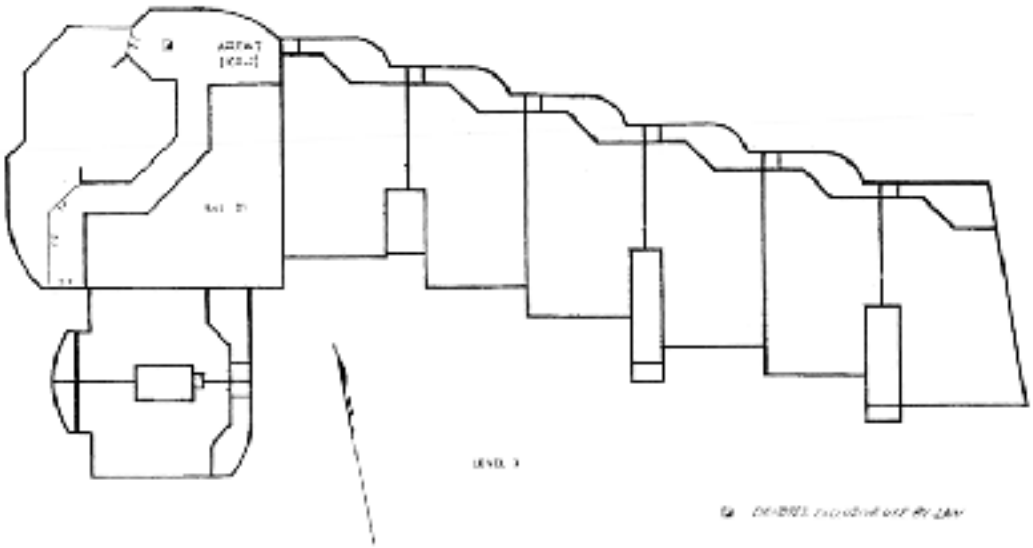
a) each such proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and the cleaning of the relevant Open Area (so that it remain clean and tidy at all times) but excluding any maintenance or repair of a structural nature;
b) Authorised Users must obtain the consent of Sutherland Council (and comply with the conditions of any such consent) to use of the Open Area permitted by this by-law;
c) Authorised Users must remove the tables, chairs and any other items placed on the Open Area:
    i) at the close of business each day (and may replace them at the commencement of business the next day); or
    ii) for the period required by the body corporate in discharging its duties under the Act;
d) this by-law while it remains in force, continues to operate for the benefit of, and (subject to Section 70(3) of the Act) is binding on, Authorised Users; and
e) Each Authorised User shall indemnify and keep indemnified the body corporate from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the body corporate or for which the body corporate may become liable in respect of or arising from the negligent of careless and unauthorised use, misuse, waste or abuse by the proprietor or occupier of the lot or any person authorised or permitted by him or them arising out of the exercise of the rights conferred by this by-law or use of the Open Area arising from any loss, damage, death or injury from any cause whatsoever to the common property or to any party or person within or without the Open Area occasioned or contributed to by any act, omission, neglect, breach of the proprietor or occupier of the lot benefited, any contractor, sub-contractor, employee, person authorised or permitted by him or any other person upon the Open Area in pursuance of the rights hereby granted.

SCHEDULE

First Column Lot Numbers	Second Column Common Property Areas Open Area
1	1
2	2
3	3
4	4
5	5
12	6
21	7



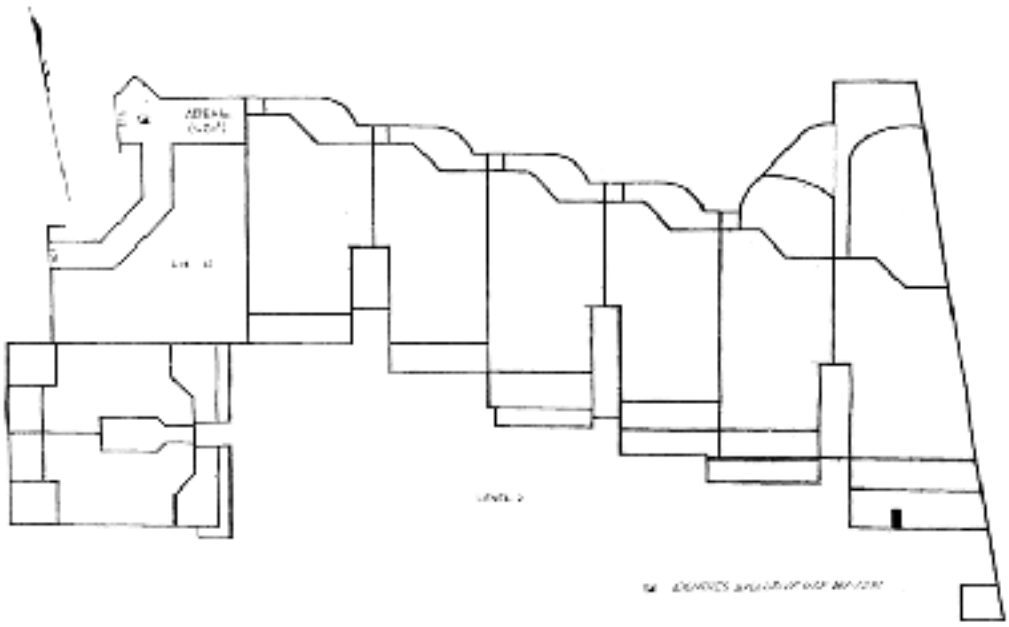


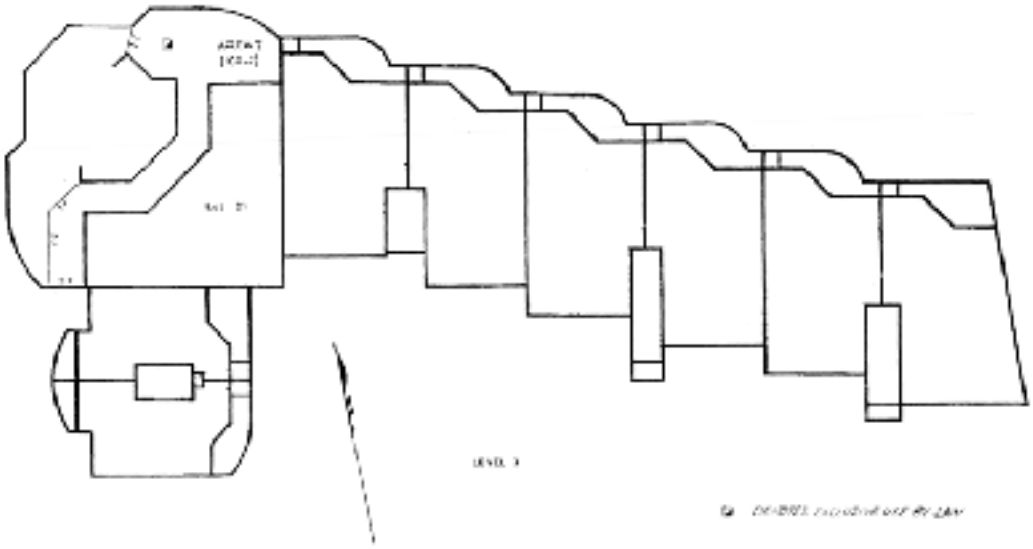


Special By-law 21 — Lot 21 exclusive use area (August 1 1996: 2372187Y)

The Proprietor for the time being of Lot 21 and their successors in title and persons authorised by those Proprietors ("Authorised Users") are entitled to exclusive use and enjoyment of that part of the common property designated in the Plan annexed hereto and forming part of this By-Law ("open area") for the purposes of placing and maintaining on the open area, tables and chairs to be used by members of the public for the consumption of food or beverages purchased from the occupant of the lot on the following terms and conditions:

a) The authorised user shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and the cleaning of the open area so that it remain clean and tidy at all times but excluding any maintenance or repair of a structural nature;
b) The authorised user must obtain the consent of Sutherland Council and comply with the conditions of any such consent to the use of the open area;
c) The authorised user must remove the tables, chairs and any other items placed on the open area:
    i) at the close of business each day (and may replace them at the commencement of business the next day);
    ii) for the period required by the body corporate in discharging its duties under the Act;
d) This by-law while it remains in force continues to operate for the benefit of and (subject to Section 70 of the Act) is binding on the authorised users;
e) The authorised user shall indemnify and keep indemnified the body corporate from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the body corporate or for which the body corporate may become liable in respect of or arising from the negligent or careless and unauthorised use, misuse, waste or abuse by the Proprietor or Occupier of the lot or any person authorised or permitted by him or them arising out of the exercise of the rights conferred by this by-law or use of the open area arising from any loss, damage, death or injury from any cause whatsoever to the common property or to any party of person within or without the open area occasioned or attributed to by any Act, omission, neglect, breach of the Proprietor or Occupier of the lot benefited, any contractor, sub-contractor, employee, person authorised or permitted by him or any other person upon the open area in pursuance of the rights hereby granted.





Special By-law 26 — Lot 4 equipment (September 11 2008: AE221054Q)

On the conditions set out in this By-law, the owner for the time being of Shop 2, Lot 4 SP50785 ("the Owner") shall have a special privilege in respect of the common property to maintain:

a) Air conditioning motor and equipment, and a gas hot water service tank and associated pipes ("the equipment") by attaching the equipment to and through the common property wall on the southern side of the rear wall of the said Lot 4 at least 700mm above the concrete floor adjacent to that wall;
b) Electrical circuitry, gas, water and air lines for the operation of the equipment for the purpose of air conditioning and the provision of hot water for the said Lot 4;
c) Any necessary ducting in the ceiling of the said Lot 4; and
d) All variations to service lines affecting the said Lot 4 including, without limitation, electricity, water, gas, sewerage and plumbing lines.

The alterations and additions are herein referred to as "the works".

CONDITIONS

1) The owner must maintain the works in state of good and serviceable repair and must renew and replace the works or any part thereof whenever necessary and the opinion of the Owners Corporation in this respect shall be binding on the owner;
2) The owner must furnish the Owners Corporation with a copy of any requisite approval for the works from the local Council, comply with its requirements concerning the works inclusive of noise control and the disposal of condensation or other liquids from the works;
3) The owner must indemnify the Owners Corporation against all liability or expense that would have been incurred if the works had not been installed;
4) In the event that the owner removes the equipment, the owner shall restore to its original condition the wall and any other part of the common property altered for the works;
5) The owner must pay any expense incurred by the Owners Corporation in or about making and registering this By-law.

Special By-law 27 – Lot 21 Glazing works (September 30 2003: AA96463P)

A. Definitions

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

"Elevator" means the common property elevator adjacent to the north western boundary of Lot 21.

"Elevator tower" means the structure housing the Elevator (including the walls, surrounding stairs and roof) adjacent to the north western boundary of Lot 21.

"Exhaust System" means the exhaust system installed on the Roof pursuant to the licence dated 1 September 1997 and servicing Lot 21.

"Glazing Works" means the works undertaken by the Owner to install the glazing (including all ancillary structures) depicted on the plans and drawings of Jones Nicholson Pty Limited numbered 6387/A1, 6387/A2 and 6387/A1/3 and attached to the minutes of the meeting at which this by-law was passed.

"Owner" means each of the owners of Lot 21.

"Roof" means the common property above Lot 21.

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

B. Rights

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

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

b) the exclusive use of those parts of the common property occupied by the Glazing Works;

c) a special privilege in respect of the Roof to install and maintain the Exhaust System.

C. Conditions

Maintenance of Glazing Works

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

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

iii) The Owner must properly maintain and keep the Elevator in a state of good and serviceable repair and this obligation includes indemnifying the Owners Corporation for the costs and charges under the Elevator maintenance contracts that the Owners Corporation has entered into until Sutherland Shire Council agrees that the terms of the Development Application in relation to the construction of the bridge over Gerrale Street are complied with and the bridge is constructed and commissioned.

iv) The Owner must properly maintain and keep the Elevator Tower in a state of good and serviceable repair until Sutherland Shire Council agrees that the terms of the Development Application in relation to the construction of the bridge over Gerrale Street are complied with and the bridge is constructed and commissioned.

Maintenance of Exhaust System

v) The Owner must properly maintain and keep the common property to and on which the Exhaust System is erected or attached in a state of good and serviceable repair.

vi) The Owner must properly maintain and keep the Exhaust System in a state of good and serviceable repair and must replace the Exhaust System as required from time to time.

vi) The Owner must comply with the terms of the licence dated 1 September 1997.

Documentation

viii) Before commencing the Glazing Works the Owner must submit to the Owners Corporation the following documents relating to the Glazing Works:

a) plans and drawings;

b) specifications;

c) structural diagrams; and

d) any other document reasonably required by the Owners Corporation.

ix) After completing the Glazing Works the Owner must deliver to the Owners Corporation the following documents relating to the Glazing Works:

a) certification by an engineer nominated by the Owners as to the structural integrity of the Glazing Works and the building; and

b) any other document reasonably required by the Owners Corporation.

Approvals

x) Before commencing the Glazing Works the Owner must obtain approval for the performance of the Glazing Works from:

a) the engineer nominated by the Owners Corporation;

b) the relevant consent authority under the Environmental Planning and Assessment Act; and
c) any other relevant statutory authority whose requirements apply to the Glazing Works.

Insurance

xi) Before commencing the Glazing Works the Owner must effect the following insurances in the joint names of the Owner and Owners Corporation:
   a) contractors all works insurance;
   b) insurance required under the Home Building act 1989;
   c) workers compensation insurance; and
   d) public liability insurance in the amount of $10,000,000.

Performance of the Works

xii) In performing the Glazing Works, the Owner must:
   a) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Owners Corporation;
   b) protect all areas of the building outside Lot 21 from damage by the Glazing Works or the transportation of construction materials, equipment, debris the manner reasonably acceptable to the Owners Corporation;
   c) keep all areas of the building outside Lot 21 clean and tidy throughout the performance of the Glazing Works;
   d) only perform the Glazing Works at the times approved by the Owners Corporation;
   e) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;
   f) remove all debris resulting from the Glazing Works immediately from the building; and
   g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Glazing Works.

Liability

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

Indemnity

xiv) The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Glazing Works on the common property including liability under section 65(6) in respect of any property of the Owner.

Performance of Works

xv) In performing the Glazing Works, the Owner must:
   a) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;
   b) obtain the prior approval of all relevant statutory authorities to the performance of the Glazing works;
   c) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Glazing Works.

Cost of Works

xvi) The Glazing Works must be undertaken at the cost of the Owner.

Liability

xvii) The Owner will be liable for any damage caused to any part of the building as a result of the Glazing Works and will make good that damage immediately after it has occurred.

Costs of By-Law, Approvals and Certification

xviii) The Owner will indemnify the Owners Corporation for all of the following costs incurred by the Owners Corporation and will pay those amounts to the Owners Corporation when requested:
   a) the costs of considering and making this by-law;
   b) the costs of considering, approving and certifying the Glazing Works; and
   c) the costs of repealing this by-law after the expiry of the Term.

xix) The Owner will indemnify the Owners Corporation for all of the costs of considering and making this by-law, approving any plans, drawings and other documents or obtaining certification of the Glazing Works or common property areas resulting from the works incurred by the Owners Corporation (including legal costs) and will pay those amounts to the Owners Corporation when requested.

Licensed Contractor

xx) The Glazing Works shall be done:
   a) in a proper and workmanlike manner and by duly licensed contractors; and
   b) in accordance with the drawings and specifications (if any) approved by the local Council and Owners Corporation.

Statutory Directions

xxi) In performing the Glazing Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the proprietor's servants, agents and contractors.

Clean Common Property

xxii) Any area of common property used for or in relation to the works shall be maintained in a clean and tidy state by the proprietor while the Glazing Works are being done.

Completion Certificate

xxiii) Upon completion of the Glazing Works (being defined as when the Owner's contractor issues a certificate of practical completion to the Owner, which certificate the Owner must request from the contractor, and a copy of which certificate the Owner must immediately give to the Owners Corporation) the Owner shall provide the Owners Corporation with the following certificates:

a) the certificate of a duly qualified engineer addressed to the Owners Corporation to the effect that the Glazing Works had been performed in a manner and are adequate to preserve the building against any structural unsoundness as a direct or indirect result of the Glazing Works and that the Glazing Works comply with the Building Code of Australia; and

b) the certificate of the local Council that the local Council has inspected the Glazing Works and has approved the Glazing Works and the Glazing Works comply with the local Council's requirements.

xxiv)The Owner shall comply with all directions of the engineer and the local Council required in obtaining these certificates.

Owners Fixtures

xxv) The Glazing Works shall remain the Owner's fixtures.

xxvi)The Owner shall maintain them in a state of good and serviceable repair and for this purpose shall renew and replace whenever necessary;

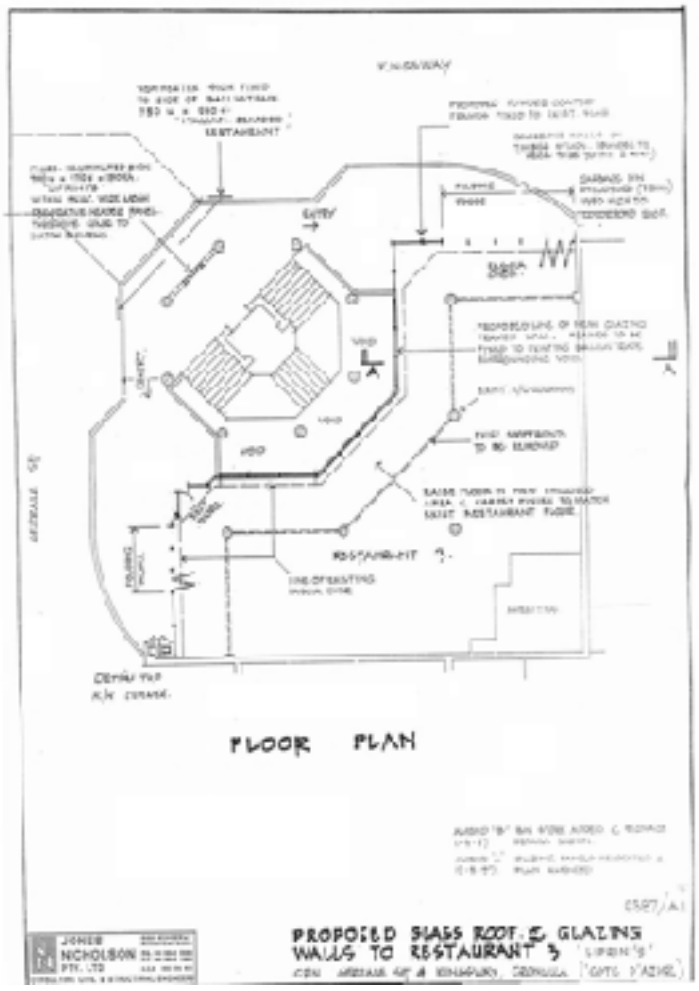
Right to Remedy Default

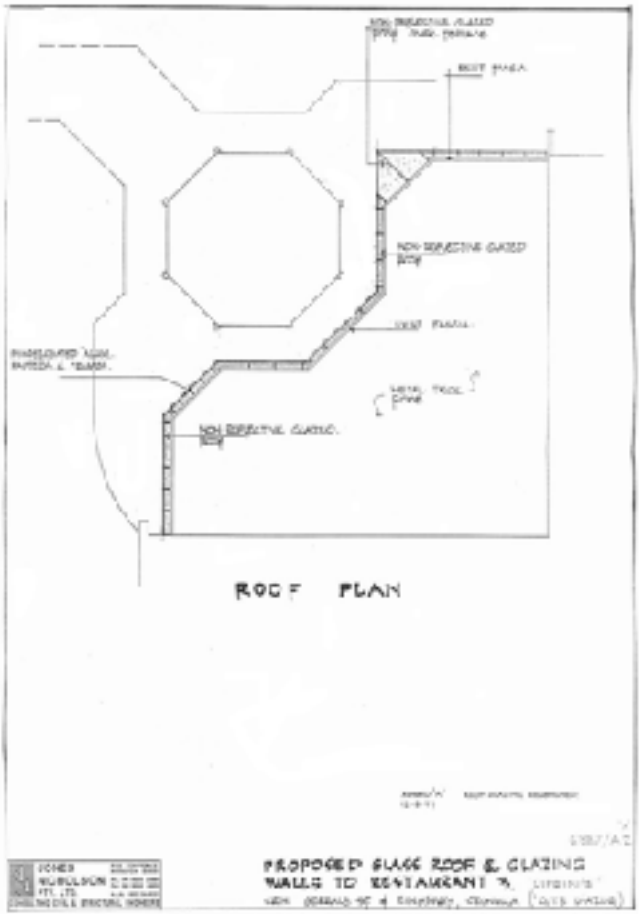
xxvii) If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

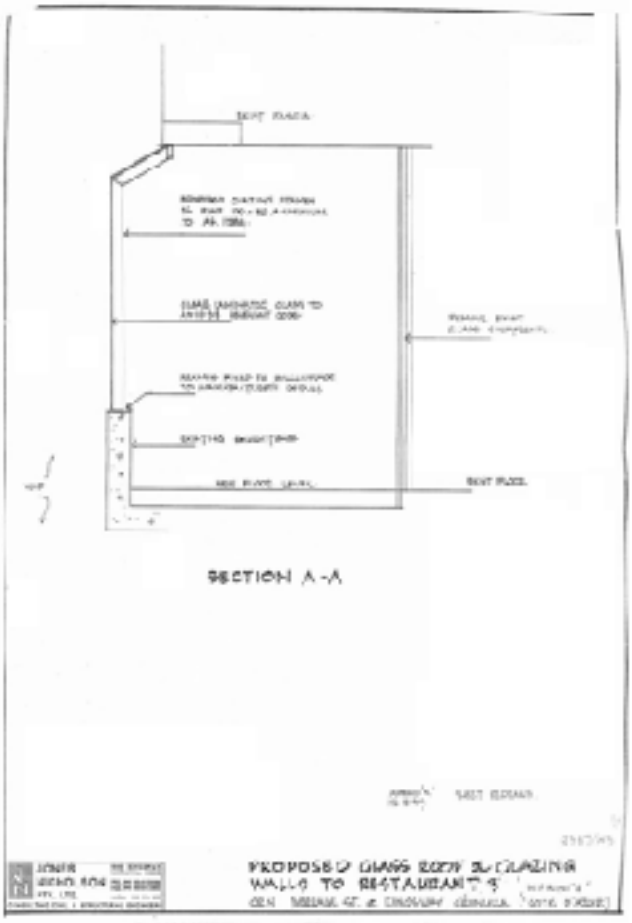
i) carry out all work necessary to perform that obligation;

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

iii) recover the costs of carrying out that work from the Owner.




NON REFLECTIVE GLAZED
ROOF PLAN
PROPOSED GLASS ROOF & GLAZING
WALLS TO RESTAURANT 'A'


SECTION A-A
PROPOSED GLASS ROOF & GLAZING
WALLS TO RESTAURANT 'A'

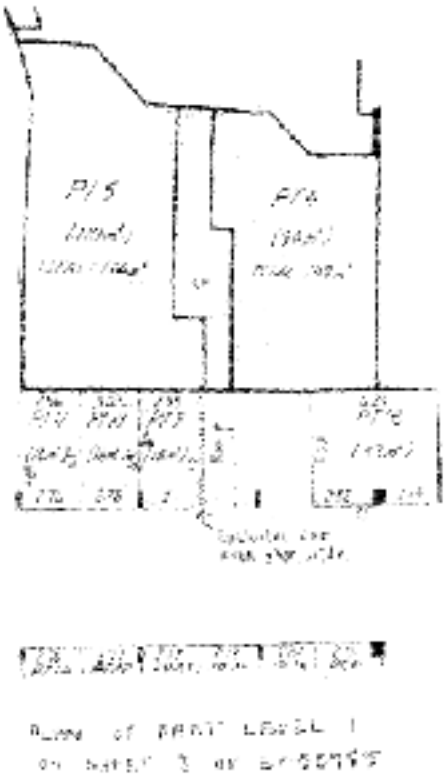
Special By-law 28 — Lot 9 garage extension (May 9 2005: AB506123L)

On the conditions set out in this by-law, the owners for the time being of Unit A4, Lot 9 in SP50785 ("the Owner") shall have a special privilege for the use of part of the common property as herein described and on the terms and conditions herein contained:

a) To use for garage purposes the area as hatched black on the attached plan marked "A" ("the additional area") as part of the garage area forming part of the said Lot 9;
b) To use the horizontal part of the western edge of the adjoining ramp for the purpose of supporting the eastern wall of the garage to be constructed by the owner to enclose the additional area and in such a manner as to prevent water or any other liquid or materials entering the additional area from the said ramp ("the works");
c) To affix, as may be necessary, to the common property, any materials to be used in constructing the works.

CONDITIONS

1) The Owner must move the existing hand rail on the western side of the ramp from its current position so that it is fixed to the horizontal surface of the ramp and in a proper and workmanlike manner and make good any damage caused to such rail or the ramp in so doing;
2) The Owner must maintain the works in a state of good and serviceable repair and must renew and repair and replace the works or any part thereof whenever necessary and the opinion of the Owners Corporation in this respect shall be binding on the Owner;
3) The Owner must indemnify the Owners Corporation against all liability or expense that may arise in any manner whatsoever in relation to the works or the construction of the same;
4) In the event the Owner desires in the future to surrender the use of the additional area, the Owner shall, at the Owner's cost and expense, restore the additional area and the said ramp rail to their original condition and make good any damage that may have in any manner whatsoever been caused in the carrying out of the works or the relocation of the ramp rail;
5) The Owner must pay any expense incurred by the Owners Corporation in or about making this by-law or enforcing the terms of it.



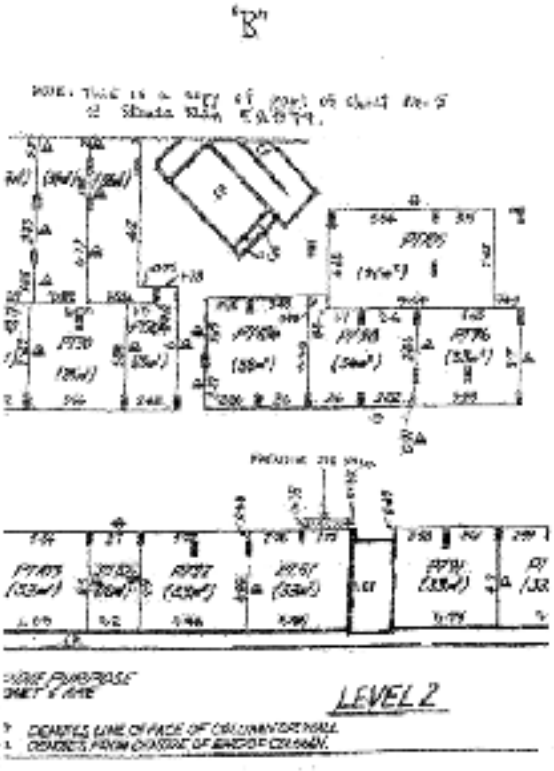
Special By-law 29 — Lot 51 garage extension (May 9 2005: AB506123L)

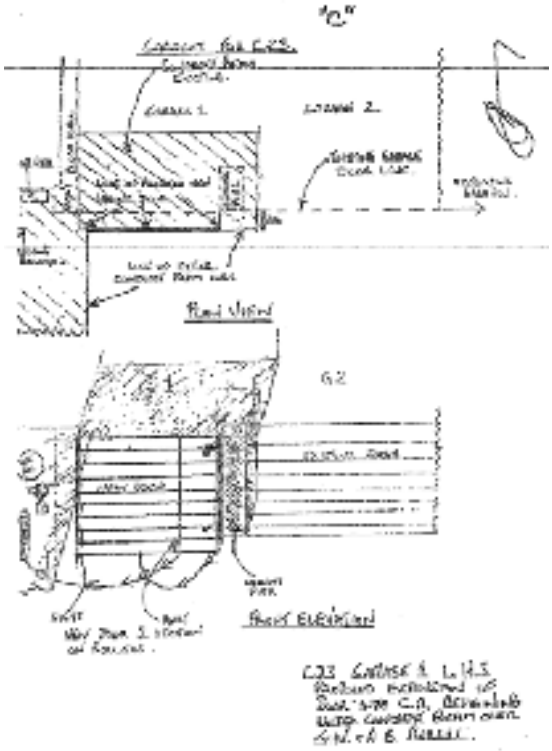
On the conditions set out in this by-law, the owner for the time being of Unit C23, Lot 51 in SP50785 ("the Owner") shall have a special privilege for the use of part of the common property as herein described on the terms and conditions herein contained:

a) To use for garage purposes the area as hatched black on the attached plan marked "B" ("the additional area"), being an area above the existing concrete floor and limited in height to the concrete beam above the existing door, as part of the garage area forming part of the said Lot 51;
b) To replace the existing tilt-a-door now existing immediately behind the additional area with 2 doors in accordance with the plan attached and marked "C" ("the works");
c) To affix, as may be necessary, to the common property any materials to be used in constructing the works.

CONDITIONS

1) The owner must carry out the works in a proper workmanlike manner, at the Owner's cost and expense and to the satisfaction of the Owners Corporation;
2) The Owner, at the Owner's cost, must maintain the works in a state of good and serviceable repair and must renew and repair and replace the works or any part thereof whenever necessary and the opinion of the Owners Corporation in this respect shall be binding on the Owner;
3) The Owner must indemnify the Owners Corporation against all liability or expense that may arise in any manner whatsoever in relation to the works or the construction, repair or maintenance of the same;
4) In the event the Owner desires in the future to surrender the use of the additional area, the Owner shall, at the Owner's cost, restore the additional area to its original condition and replace the door as installed as part of the works with a door and fittings of the same type as then commonly used in this garage area and make good any damage that may have in any manner whatsoever been caused in the carrying out of the works; and
5) The Owner must pay any expenses incurred by the Owners Corporation in or about making this by-law or enforcing the terms of it at any time.





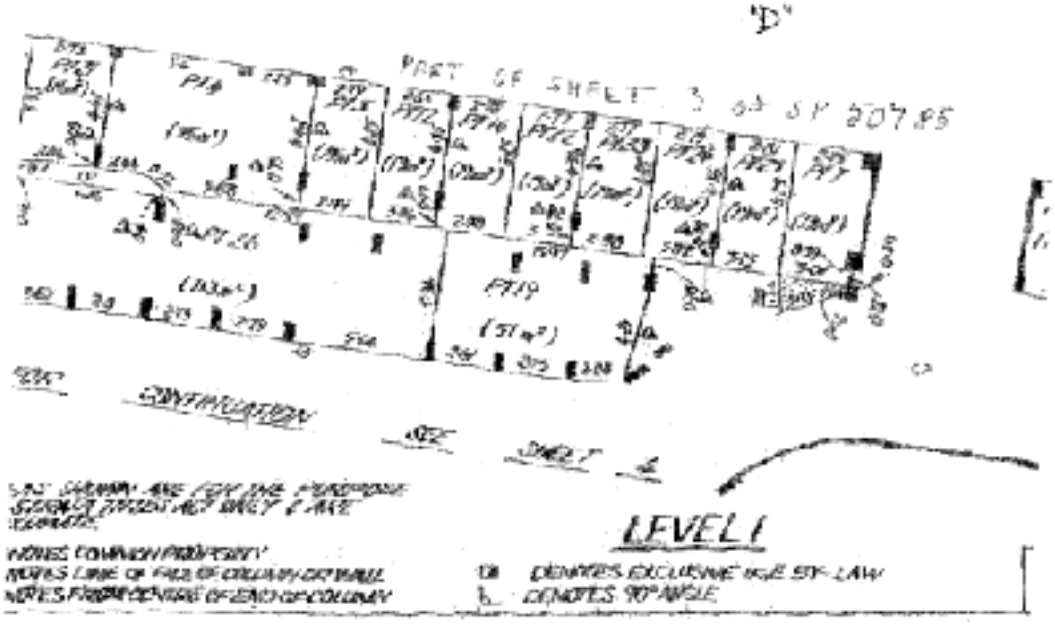
Special By-law 30 — Lot 7 garage extension (May 9 2005: AB506123L)

On the conditions set out in this by-law, the owners for the time being of Unit A2, Lot 7 in SP50785 ("the Owner") shall have a special privilege for the use of part of the common as herein described and on the terms and conditions herein contained:

a) To use for garage purposes the area as hatched black on the attached plan marked "D" ("the additional area"), being an area above the existing concrete floor and limited in height to the concrete slab above, as part of the garage area forming part of the said Lot 7;
b) To remove the rear wire wall as supported by galvanised piping now existing and construct a new rear wire wall similarly supported by such type of piping along the boundaries of the additional area ("the works");
c) To affix, as may be necessary, to the common property any materials to be used in constructing the works.

CONDITIONS

1) The owner must carry out the works in a proper workmanlike manner, at the Owner's cost and expense and to the satisfaction of the Owners Corporation;
2) The Owner, at the Owner's cost, must maintain the works in a state of good and serviceable repair and must renew and repair and replace the works or any part thereof whenever necessary and the opinion of the Owners Corporation in this respect shall be binding on the Owner;
3) The Owner must indemnify the Owners Corporation against all liability or expense that may arise in any manner whatsoever in relation to the works or the construction, repair or maintenance of the same;
4) In the event the Owner desires in the future to surrender the use of the additional area, the Owner shall, at the Owner's cost, restore the additional area to its original condition and replace the rear wall on the boundary of the lot with a wall and fittings of the same type as then commonly used in this garage area and make good any damage that may have in any manner whatsoever been caused in the carrying out of the works; and
5) The Owner must pay any expenses incurred by the Owners Corporation in or about making this by-law or enforcing the terms of it at any time.



Special By-law 42 — By-laws applicable to Commercial Lots (May 9 2005: AB506124J; September 11 2008: AE221054Q)

42.1 Application of Special By-law 42
This Special By-law 42 shall only apply to Lots 1, 2, 3, 4, 5, 12 and 21 in Strata Plan No. 50785.

42.2 Definitions applicable to Special By-law 42

Lot means any Lot referred to in clause 42.1;

Occupier means any person or entity operating any business on and in any Lot;

Owner means the owner of any Lot or, where the context permits, the Occupier.

42.3 Purpose of Special By-law 42
The purpose of Special By-law 42 is to overcome potential adverse impacts in the use of each commercial Lot caused by, but not limited to, noise, odour, grease, appearance, security. safety, general amenity, cleaning costs, damage to CP and residential Lots, the reduced value of any of the Lots and loss of potential revenue arising from the use of a commercial Lot and the appurtenances necessarily applicable to such use.

42.4 Disclaimer by OC
It is acknowledged by the OC that it does not have, and will not provide, a CP area suitable for the storage of garbage, trade waste or recyclable material as generated by the commercial Lots.

42.5 Exhaust systems & grease traps
The Owner shall be permitted to have the use of those parts of the CP as is necessary for the purpose of the provision of an exhaust system and grease trap for the Lot ("the use") on the following terms and conditions:

a) The Owner shall pay a license fee of $2500 plus GST for each quarter or any part thereof where the use might cease. The license fee shall be automatically charged to each Commercial Lot levy account, and be adjusted by the CPI at the first quarter following the beginning of each calendar year;
b) Provided not less than 75% of the EC have determined that the terms of this By-law have not been breached in respect of any Lot, the payment referred to in the preceding sub-clause 42.5(a) will be waived;
c) Any exhaust system must:
    i) be designed so that all filtration equipment is, as far as possible, within the Lot it services;
    ii) be designed and constructed so that the roof top components are securely mounted, as silent as possible and all painted to match the roof colour;
    iii) be operated, serviced and maintained in accordance with all legal and manufacturer's recommendations and requirements;
    iv) contain appropriate odour and smoke emission controls and equipment to prevent odour and smoke being detected in or affecting others within Cote;
    v) be certified in writing by a qualified contractor as and when considered necessary by any government agency or the EC as to the system operating in a proper and efficient manner and in accordance with all legal requirements and any such certificates shall be delivered by the Owner of the Lot to the OC within 14 days of its receipt by the Owner; and
    vi) first of all have the approval of the EC prior to installation, comply with the conditions as then laid down by the EC and thereafter comply with the reasonable requirements of the EC in any way relating to its installation, servicing, maintenance operation or otherwise.
d) Any grease trap used under this By-law must be generally used maintained, pumped out and cleaned as and when required by all relevant laws and regulations and as may be reasonably directed by the EC.

42.6 Use of CP

a) No CP or part thereof shall be used in any manner by the Owner without the approval of the EC and, without limitation, no installation or items of any nature whatsoever shall be placed or left thereon nor shall any business activity be conducted thereon;
b) The Owner must keep clean the CP located between the frontage of the Lot and Peryman Place in respect of Lots 1, 2, 3, 4 & 5 and Gerrale Street in respect of Lots 12 & 21 clean;
c) The Owner shall ensure that all personnel employed or otherwise involved in the commercial use of the Lot do not loiter on the CP nor use the secured CP for any purpose other than is required for the conduct of the commercial use and that no patron or customer of the business uses such secured CP except when absolutely required for ingress or egress or such other purpose as authorised from time to time by the EC;
d) Subject to sub-clause 42.6(e), the Owner must not permit any patron, client, customer or invitee attending the Lot or any personnel in any way employed in the commercial Lot to use any CP facilities including, without limitation, toilets, swimming pool, spas, sauna, showers and gymnasium;
e) The provisions of the preceding sub-clause 42.6(d) shall not apply to personnel employed in the commercial use of the Lot using the CP toilets and shower located on the B2 garage level nor to the use by

other persons of the toilets located there where approval has been given by the EC from time to time but only then in accordance with the terms and conditions of such approval.

42.7 Obligations of the Owner

The Owner must:

a) ensure that any garage or parking space forming part of his Lot is used only for the purposes permitted by Council;
b) ensure all By-laws, conditions of Development Consent and Building Consent are at all times observed by the Owner and all personnel employed in the commercial Lot; and
c) immediately repair any damage, clean up any soiling of the CP which, in the reasonable opinion of the EC, was caused in any manner by, or incidental to, the use of the Lot.

42.8 Garbage Disposal

The Owner shall comply with all directions of Council as to the use and location of garbage bins and the removal of garbage, trade waste or recyclable material from the Lot and, should there be no such directions, then, the directions from time to time of the EC in respect thereof.

Special By-law 44 — Amalgamation of Lots 90 & 96 (November 13 2009: AF116528G)

PART 1.1 — GRANT OF RIGHT
The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 1.2 — THIS BY-LAW TO PREVAIL
a) Notwithstanding anything contained in By-law 5 of the By-laws contained in Schedule 1 of the *Strata Schemes Management Act 1996* (which apply to this scheme) or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.
b) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 — DEFINITIONS & INTERPRETATION
In this by-law, unless the context otherwise requires or permits:
a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
b) **Building** means 1 – 3 McDonald Street, Cronulla.
c) **Council** means Sutherland Shire Council.
d) **Insurance** means:
    i) contractors all risk insurance (including public liability insurance) in the sum of $10,000,000;
    ii) insurance required under the *Home Building Act 1989*, to the value of the Works, (if necessary); and
    iii) workers' compensation insurance.
e) **Lot** means lots 90 & 96 in strata plan 50785.
f) **Owner** means the owner(s) of the Lot.
g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 50785.
h) **Works** means the works set out below and included in the letter from the Owners dated 10 February 2008 and the works specified in Mr Andrey Kandic's letter dated 31 January 2008 and the plans from Walker Corporation Pty Limited consisting of 1 page and the plans from Jamisa Design Pty Ltd consisting of 2 pages and marked DWG-01 issue A dated January 2008 which are attached to this by-law and means the following works:
    i) Removal of walls;
    ii) Installation of walls;
    iii) Removal of internal doors;
    iv) Installation of internal doors;
    v) In respect of the ensuite bathroom:
        a. removal and relocation of shower and vanity;
        b. removal and replacement of wall and floor tiling;
        c. removal of water-proofing membrane;
        d. alteration of plumbing services and drainage; and
        e. application of water-proofing and membrane system with silicon sealing of all corners;
    vi) In respect of the kitchen:
        a. disconnection, relocation and alteration of existing plumbing and electrical services;
        b. installation of gas outlets;
        c. removal and replacement of kitchen cabinetry, sink, benchtops and splashbacks; and
        d. application of water-proofing and membrane system with silicon sealing of all corners;
    vii) together with:
        a. reconnection of plumbing, electrical services as required;
        b. ancillary works to facilitate the works referred to in sub- paragraphs (i) – (vi) above to the satisfaction of the owners corporation;
        c. restoration of lot and common property damaged by the works referred to above; and
        d. the proper mode of removal of rubble and debris in connection with the works,

    all of which is to be conducted strictly in accordance with the provisions of this by-law.

2.2 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act, 1996*; and
(d) references to legislation include references to amending and replacing legislation.

PART 3 — CONDITIONS

PART 3.1
Before commencement

Before commencement of the Works the Owner must:
a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
c) effect and maintain Insurance and provide a copy to the Owners Corporation; and
d) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

PART 3.2
During construction

Whilst the Works are in progress the Owner of the Lot at the relevant time must:
a) use duly licensed employees, contractors or agents to conduct the Works;
b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
c) ensure the Works are carried out expeditiously and with a minimum of disruption;
d) perform the Works during times reasonably approved by the Owners Corporation;
e) perform the Works within a period of three (3) months from their commencement or such other period as reasonably approved by the Owners Corporation;
f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
g) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
j) not vary or increase the scope of the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3
After construction

3.3.1 After the Works have been completed the Owner must without unreasonable delay:
a) notify the Owners Corporation that the Works have been completed;
b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and
e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to determine compliance with this by-law or any consents provided under this by-law from time to time.

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

PART 3.4
Enduring rights and obligations

3.4 The Owner:
a) must maintain and upkeep the Works;
b) must maintain and upkeep those parts of the common property in contact with the Works;
c) remains liable for any damage to any lot or common property (including the Lot) arising out of the Works; and
d) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

PART 3.5
Default by the Owner

3.5 If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
(a) carry out all work necessary to perform that obligation;
(b) enter upon any part of the Lot to carry out that work; and
(c) recover the costs of carrying out that work from the defaulting Owner.

R&N Earle
18 Loch Lomond Cr.
Harrington. N.S.W.
Ph.9521.8281
Ema l.reggieens@bigpond.com
10.2.2006.

Owners Corporation
Cote D'Azur
Cnr.Kingsway & Gerrale St.
Cronulla

Re : Units 62 and 68.

Owners' corporation,

We would like to amalgamate our Units 62 & 68, by removing several walls.

Removing these non load bearing walls will have no effect on the building structurally..No structural piers will be removed. (see Plan).

These Plans have been drawn up by a registered architect,Jamisa Design P/L.

The site has been inspected and the Plans reviewed by a Structural Civil Engineer,AJK Design P/L. (With the original Walker Engineering Plans)

Both agree,this amalgamation will have no adverse effect on the building.

Any further queries,please feel free to contact the Architect, Jamisa Design P/L. or the structural engineer, AJK Design P/L.or ourselves,the owners.

Kind Regards,

Margaret & Ron Earle.

REPORT

FOR AMALGAMATION AND ALTERATIONS

TO UNITS 62 & 68, COTE D' AZURE

AT Cnr KINGSWAY AND GERRALE STREET, CRONULLA

FOR MR & MRS R. EARL

FEBRUARY 2006

This proposal prepared
by Jamisa Design Pty Ltd
Ph. 9531 6499



AJK DESIGN PTY LTD
Consulting Structural Civil Engineers

MEMORANDUM

Date:
To:
CC:
From:
Re:

Dear Ron,

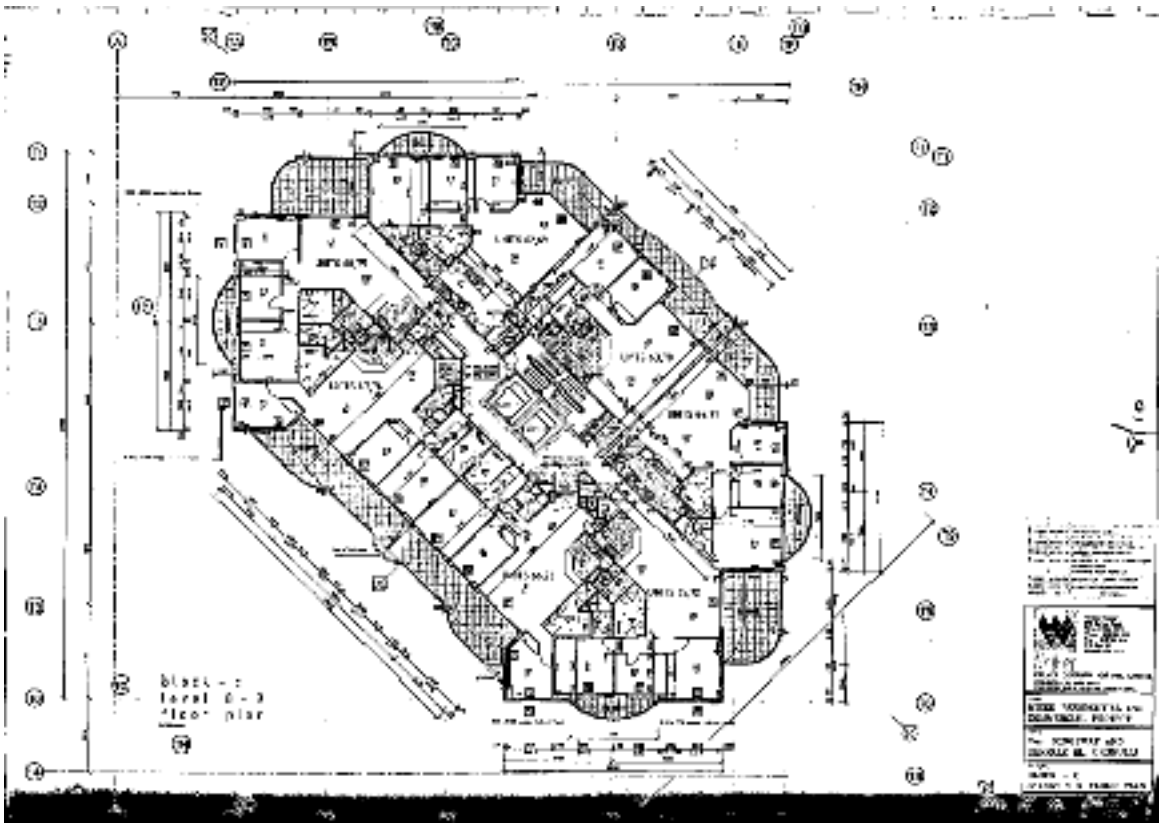
I have visited and reviewed the drawings of the proposed alterations to the building that Jamisa Design P/L have prepared.

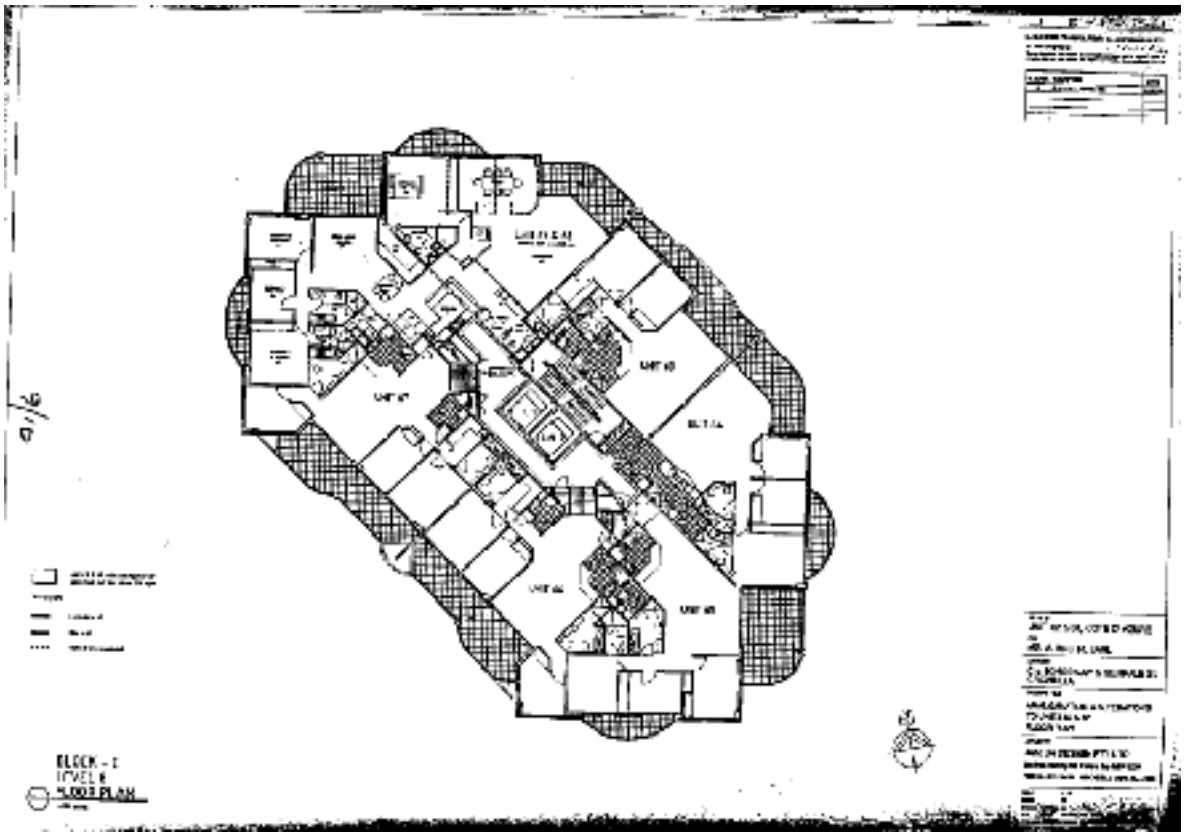
The proposed removal of walls as indicated on the plans, will not adversely affect the building.

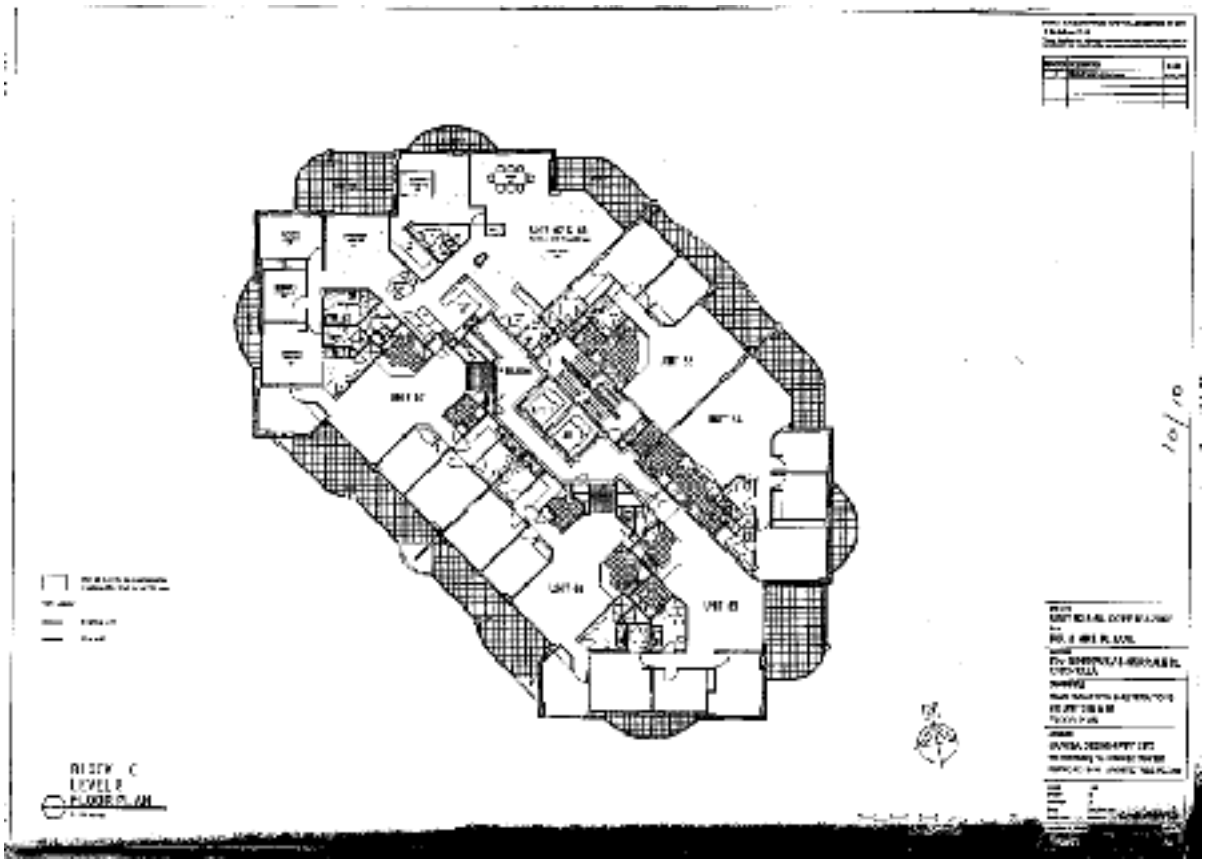
If you have any further queries please do not hesitate to contact me.

Yours Faithfully,

Andrew Kanelis
Structural Civil Engineer







Special By-law 45 — Awning (Lot 21) (December 11 2015: AK214988X)

1. INTRODUCTION
This by-law gives the owner of lot 21 special privileges to install and retain an awning on the common property adjacent to that lot on certain conditions.

2. DEFINITIONS
In this by-law:
"**awning**" means the awning to be constructed during the works,
"**lot**" means lot 21 in Strata Plan No. 50785,
"**owner**" means the owner for the time being of the lot (being the current owner and all successors),
"**plans**" means the following plans copies of which are attached to this by-law:

Plan number	Reference	Prepared by	Date
2385	Sheet 1 of 2 - Site, Stormwater Plan, North East Elevation, Roof Plan	Abacus Shade Structures	2 April 2015
2151	Drawing 1 revision 1 - roof plan, view A and B	Abacus Shade Structures	8 July 2014
2151	Drawing of 1 revision Structural Details endorsed by Kneebone, Beretta and Hall Pty Ltd (Trevor B Hall)	Abacus Shade Structures	18 September 2011
Code 7213/5244/907250	Colour Scheme	Valmex - FR580 Shade Sail PVC	Undated

"**specifications**" means the Valmex FR 580 specification sheet of Mehler Texnologies a copy of which is attached to this by-law, and
"**works**" means the alterations and additions to the common property adjacent to the lot described and shown in the plans and specifications generally being the construction of an awning over existing supports above the balcony adjacent to the lot.

3. WORKS AUTHORISATION

The owners corporation:
a) authorises the works, and
b) confers on the owner special privileges in respect of the common property to be occupied by the awning to permit the awning to remain on that common property, 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:
i) obtain 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 development consent including all conditions of consent; and
ii) obtain a construction certificate for the works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the works to commence and give the owners corporation a complete copy of any such documents or certificates.
b) Insurance Certificates
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.

c) Engineer's Certificate
Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that the works will be structurally adequate and will not affect the structural integrity of the building or any part of it.

d) Dilapidation Report
Before commencing the works, the owner must, at the owner's own cost, give the owners corporation a dilapidation report in respect of all areas of the lot and common property adjacent to the location of the works. The dilapidation report must include a photographic record of all of the areas which need to be included in the report.

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

4.2 During the Works

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

b) Licensed Contractors
All contractors engaged on the works must be appropriately qualified and licensed.

c) Specifications for the Works
The owner must ensure that the works are carried out and completed strictly in accordance with the plans and specifications. 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 Awning
The awning must be installed entirely on the common property adjacent to the lot in the location shown in the plans 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 Areas
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 48 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment.

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 24 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
Immediately upon completion of the works the owner must notify the owners corporation in writing that the works have been completed.

b) Restoration of Common Property
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.

c) Engineer's Certificate
As soon as practicable after completion of the works, the owner must, at the owner's own cost, give the owners corporation a certificate or report from a qualified structural engineer addressed to the owners corporation certifying that the works are structurally adequate and have not affected the structural integrity of the building or any part of it.

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

4.4 Enduring Obligations

a) Maintenance of the Works
The owner must, at the owner's own cost, properly maintain the works and the awning 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 and the awning.

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 or the awning no matter when such damage may become evident.

d) Appearance of the Awning
The owner must ensure that the awning has an appearance which is in keeping with the appearance of the rest of the building in which the lot is situated. The owner must also ensure that the awning does not create any glare that is likely to disturb the peaceful enjoyment of the owner or occupier of another lot or of any occupant of a neighbouring property.

e) Noise from the Awning
The owner must ensure that the awning does not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

f) Connection of Utilities
In the event that electricity is connected to the awning and the existing electricity service to the lot is separately metered and charged to the account of the owner then the owner must ensure that the new electricity service is installed so as to also be separately metered and charged to the account of the owner.

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

h) 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 awning, the altered state, condition or use of the common property arising from the works and the awning, or any breach of this by-law.

i) 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 and the awning (for example, the conditions of Local Council's development consent to the works).

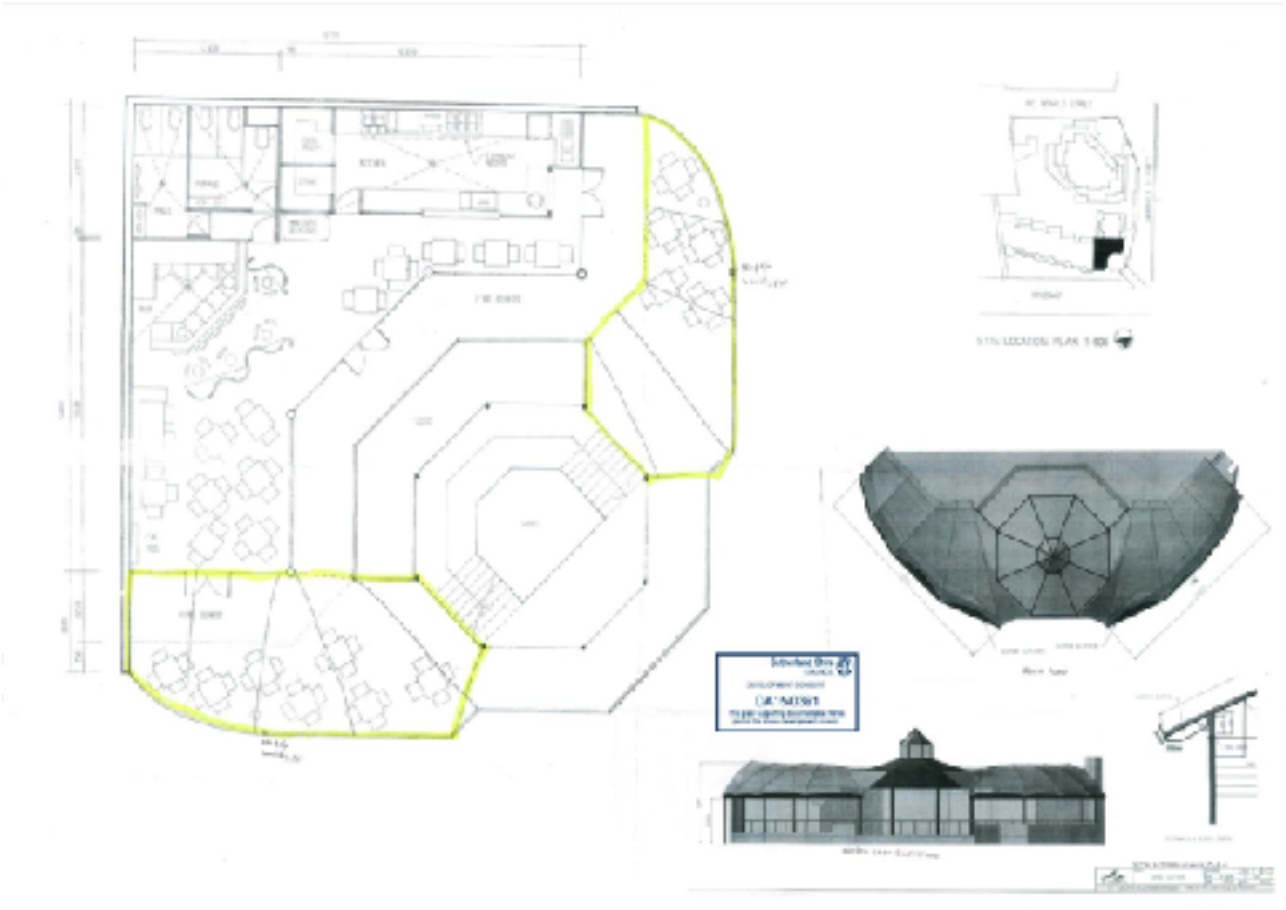
5. BREACH OF THIS BY-LAW

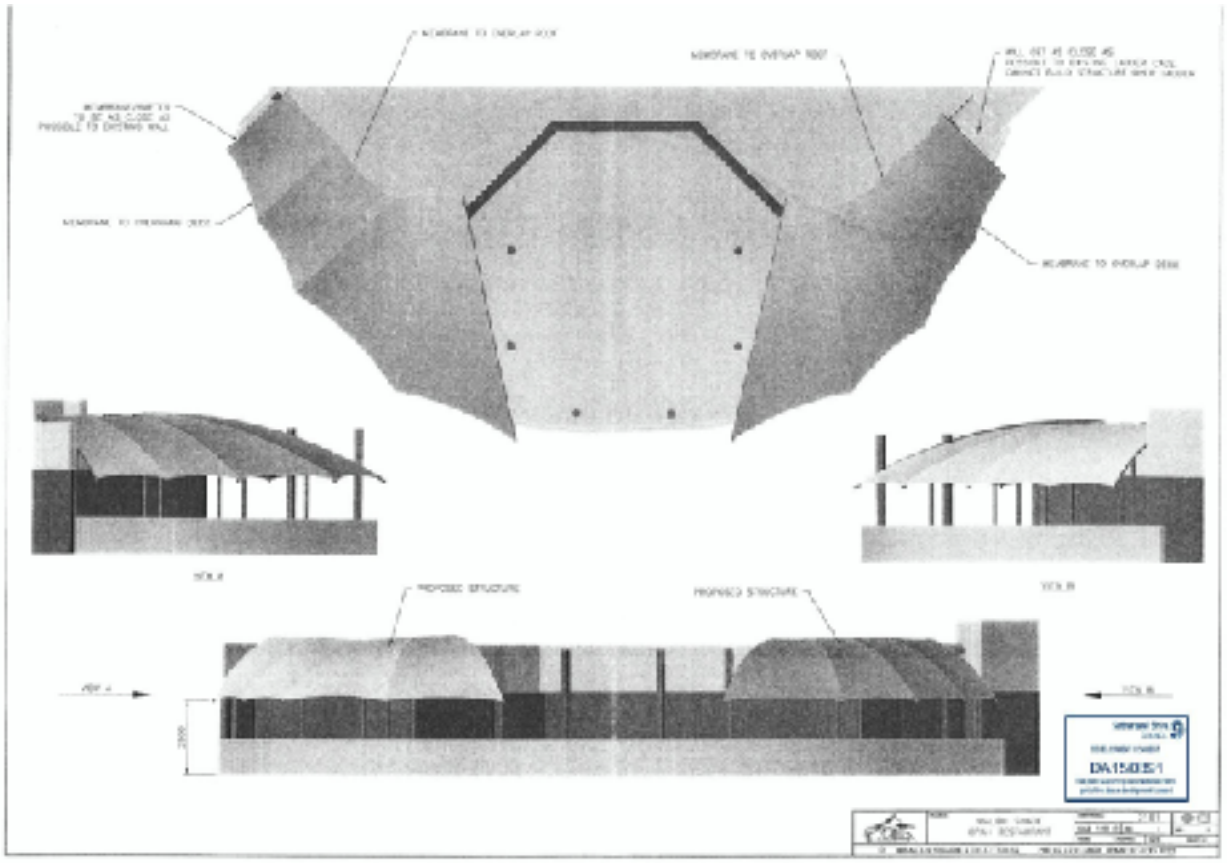
a) If the owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
   i) rectify that breach,
   ii) enter on any part of the strata scheme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

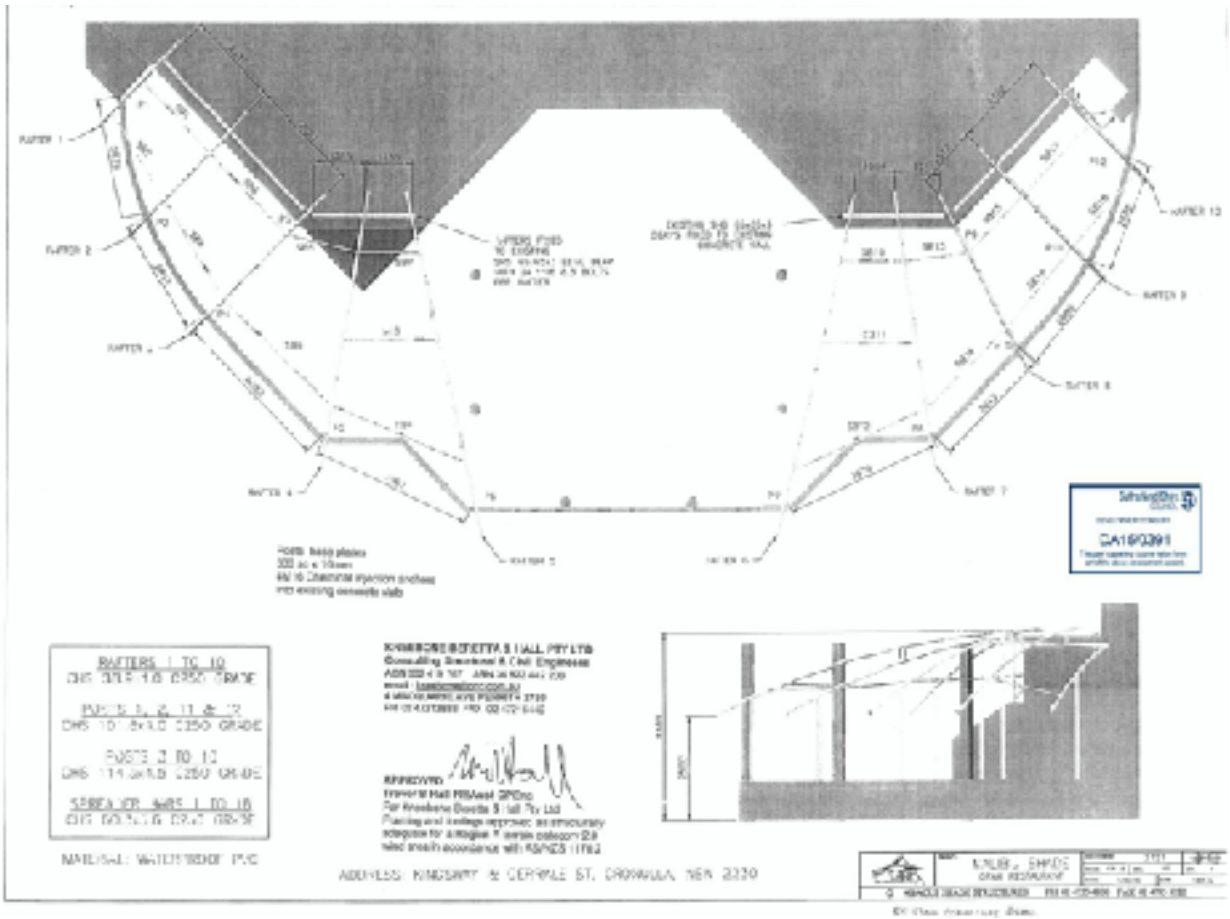
b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. AVOIDANCE OF DOUBT

To avoid doubt, nothing in this by-law grants to or confers on the owner a right of exclusive use and enjoyment in respect of any part of the common property.








Valmex® FR580 Shade Sail PVC
DA15/0391
Technical Data
Available Colours
Approved Colour - White


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MEHLER
TEXNOLOGIES
distributed by
SHANN
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Special By-law 46 — Installation of External Awnings (April 18 2016: AK395469J)

1. Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, shades and all associated equipment) to provide shade and protection from the sun) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:
    (a) Any lot proposing to undertake the installation of any devices must submit a formal application to the Secretary or Strata Managing Agent including comprehensive plans, specifications and diagrams of the proposed installation and obtain formal written approval prior to any works commencing;
    (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
    (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property. Any such style, design and colour to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any future installations of devices that may be proposed elsewhere in the strata scheme;
    (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
    (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
    (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
    (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the owners corporation;
    (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
    (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before *any* devices are to be replaced or renewed;
    (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the owners corporation.
2. In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the owners corporation may terminate the right of the owner or occupier to install such devices.
3. In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the, strata scheme buildings, the proposal must be decided by vote at a general meeting.

Special By-law 48 — Lot 55 Renovations (September 22 2017: AM748813)

48.1 Introduction

This by-law notes that extensive Works have been undertaken on Common Property by the Owner of residential Lot 55, and details the terms and conditions under which authorization has been retrospectively granted, allowing the Owner exclusive use of so much of the Works as comprise part of the Common Property.

48.2 Works specified

The Owner acknowledges that the following Works have been carried out in the Lot:

a) New bi-fold doors fitted to the balcony without structural alteration, the same exterior color as the original sliding doors they replaced;
b) New suspended ceilings in all living areas and bedrooms;
c) Alteration of Fire services at Owner's cost where required;
d) Removal of non-structural walls in the Lot with certification of structural engineer provided, being any or all of the laundry wall, a kitchen wall, a wall to the ensuite doorway and one internal bathroom wall;
e) New kitchen installed including new appliances, plumbing and electrical services in accordance with the attached plans;
f) Two new bathrooms and a new laundry installed, including waterproofing of all floors;
g) New tiled or floating flooring with sound proofing as necessary to comply with the by-laws; and
h) Re-tiling of the balcony involving removal of original tiles, waterproofing and re-tiling.

48.3 Authorisation, Right of Exclusive Use and Responsibility

a) The Owner has a special privilege to keep and maintain the Works.
b) The Owner has a right of exclusive use and enjoyment of so much of the Works that comprise part of the Common Property on the terms and conditions set out in this by-law.
c) The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.
d) The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

48.4 Terms & Conditions

a) The Owner must make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident.
b) The Owner must notify the Owners Corporation when any such damage to another lot or the Common Property caused by the Works has been repaired.
c) The Owner acknowledges that he has has complied with all statutes, by-laws, regulations, rules and other laws in force which are applicable to the Works.
d) The Owner indemnifies and keeps 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 or the altered state or use of the Common Property.

48.5 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 written notice from the Owners Corporation, then the Owners Corporation may:
    i) Rectify any such breach;
    ii) Enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach; and
    iii) Recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
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.

PART 2 — NEW BY-LAWS

DEFINITIONS

Unless the context or subject matter indicates or requires otherwise, in the By-laws in Part 2 of this document:

Act or **Management Act** means the *Strata Schemes Management Act 2015*;

AIRAH means The Australian Institute of Refrigeration, Air Conditioning and Heating;

Appearance means anything visible whether within or on the surface or in close proximity to any Lot by any person outside that Lot including a member of the public;

Approval means the written approval of the Owners Corporation or its Strata Committee;

Assistance animal means those animals referred to in section 9 of the *Commonwealth Disability Discrimination Act 1992*;

BCA means Building Code of Australia;

Balcony includes any courtyard or terrace forming part of a Lot;

Building means any structure within Côte d'Azur;

By-law means an individual By-law in its entirety as denoted by a Special By-law number (eg **Special By-law 101 — Use and Occupation of Lots**), and all previously approved Côte d'Azur By-laws currently registered;

By-laws mean all the By-laws contained in this document and all previously approved Côte d'Azur By-laws currently registered;

Child or **children** means a person or persons 12 years of age or under;

Clause means an excerpt of a By-law as denoted by precision of the By-law number (eg **101.1 Use of Lot**);

Common property or **CP** means the Côte d'Azur common property, and includes the boundary walls (and their windows or doors) of a Lot, the floor and ceiling of a Lot and any door leading on to the balcony of a Lot;

Côte d'Azur or **Côte** means the property known as Côte d'Azur situated at 1–3 McDonald Street, Cronulla and comprized in Strata Plans numbered 50785 and 52079;

Council means Sutherland Shire Council or its successors;

Commercial Lot means any Lot that is intended to be used for a commercial purpose; specifically Lots 1, 2, 3, 4, 5, 12 & 21 in Côte d'Azur;

CPI means the Consumer Price Index for Sydney (All Groups) published by the Australian Bureau of Statistics;

Development Act means the *Strata Schemes Development Act 2015*;

Document has the meaning attributed to it under Section 21(1) of the *Interpretation Act 1987*;

Essential Certification is any inspection or work necessary for us to obtain our annual Fire Safety Statement;

Fire safety device or **FSD** means any device fitted within a Lot or CP for the purposes of:

a) monitoring the incidence of smoke, excessive heat or fire;
b) signalling danger or other hazard as a result of smoke, heat or fire;
c) notifying by any means any fire protection agencies;
d) providing lighting, audible or visual directions and signals, and controlling access and orderly evacuation;
e) extinguishing or retarding the spread of smoke, heat or fire;
f) controlling fire door closure in the event of a fire; and
g) complying with statutory controls for fire safety or its improvement;

Fire Safety Statement is the documentation we are required to supply periodically to any Government agency certifying that our complex meets all fire safety requirements;

Garage is any parking space or enclosed garage forming part of a Lot, including its basement storage space.

General Meeting is the Annual General Meeting or any Extraordinary General Meeting of the Owners Corporation;

Government agency is a government or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity & the Council;

Including means including but not limited to;

Indemnify means indemnify and keep indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by us or made against us;

Instrument means this document, any By-law included in or appended to this document, and all appendices, schedules and tables to this document;

Law includes any Act (such as the *Environmental Planning and Assessment Act 1979*), statutory rule, regulation, by-law (including the By-laws applicable to Côte d'Azur), ordinance or environmental planning instrument made under an Act (such as the *Sutherland Shire Local Environmental Plan 2015*);

Lease includes lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind relating to the occupation of a Lot;

Lot means any Commercial or Residential Lot within Côte d'Azur;

Lowrise means A Block containing residential units A1–A12, & B Block containing residential units B13–B18 in Côte d'Azur;

Maintenance means keeping in a state of good and serviceable repair;

Major Work on a Lot includes structural changes to the CP like slab alteration or penetration, bathroom renovations involving waterproofing, other work involving waterproofing of any wet area, work which changing the external appearance of a Lot, or work which requires the consent of another party such as a Government Agency;

Minor Work includes simple renovations like installation of hard floors, or air conditioning (without waterproofing or structural changes);

NCAT means NSW Civil and Administrative Tribunal;

NCC means **National** Construction Code and incorporates the **BCA** Building Code of Australia;

NSWFR means New South Wales Fire & Rescue;

Occupier or **Occupant** means any person in occupation of a Lot including lessees or licensees;

Our, **we** or **us** means the owners corporation or strata committee, and where context permits, our agents, employees or contractors;

Others includes the owner or occupier of another Lot or any person lawfully using CP;

Owner includes the present owner, mortgagee or covenant chargee in possession of a Lot, and that Owner's successors in title;

Owners Corporation or **OC** means the owners corporation of Côte d'Azur, and where context permits, includes the **SC**;

Regulations means the *Strata Schemes Management Regulation 2016*;

Resident means any person who normally lives at Côte d'Azur;

Residential Lot means any Lot other than a Commercial Lot;

Residential Resort Area or **Area** includes the swimming pool area with outside spa, BBQ area, and the Amenities Building containing the gymnasium, inside spa, sauna, and toilet and shower facilities;

Rules mean rules made by the OC or SC from time to time;

Secured CP means any part of the CP requiring a security key for entry and/or exit;

Security device means any proximity key reader, PIN pad, lock, camera or security cabling in Côte;

Security key means a key, proximity swipe or other opening device or PIN required to open doors, garage shutters or gates, or to access floors through the lifts in Côte;

Short term accommodation means occupation of a Lot or any part thereof by one or more persons for a period of less than three months;

Sign includes any name, notice, banner, placard, poster, A-frame, or lighted advertisement;

Strata Committee or **SC** means the Strata Committee of the Owners Corporation;

Strata Legislation means the Development Act and the Management Act and any Regulations;

Strata Manager means the strata managing agent appointed to the Strata Scheme pursuant to the Management Act;

Strata Plan means Strata Plan 50785 (and its deprecated subdivision Strata Plan 52079);

Strata Scheme means Côte d'Azur;

Strata Legislation means the Development Act and the Management Act;

Tower or **C Block** means the building containing Residential Lots 29 to 105 (Units C1–C77) inclusive;

We, our or **us** means the owners corporation or strata committee, and where context permits, our agents, employees or contractors;

You means an Owner or Occupier, and includes persons residing with you and where context permits, your visitors;

Vehicle means a motor vehicle, motor scooter, motor cycle, caravan, boat trailer or other trailer, or anything attached to such a vehicle, but does not include a mobility scooter;

Visitor means your invitee or guest, including a carer, a cleaner, a contractor or a tradesman engaged to carry out work on your Lot; or staff member or patron of a Commercial Lot;

Youth or **youths** means a person or persons from 13 to 17 years of age inclusive.

INTERPRETATION & INCONSISTENCY

a) Unless the context or subject matter indicates or requires otherwise, in this document:
   i) headings have been inserted for guidance only and do not affect the interpretation of any By-law;
   ii) references to any statutory or like provisions include those amending, consolidating or replacing the same, and all By-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
   iii) words importing the singular include the plural and vice-versa;
   iv) words importing any gender include any other gender;
   v) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
   vi) any expression used which is defined in the Act will have the same meaning as in the Act unless that expression is given a different meaning in this document; and
   vii) any prices are GST exclusive.
b) If any particular condition of a By-law in this document is inconsistent with any condition of any other By-law, the subject By-law prevails to the extent of that inconsistency.

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Special By-law 101 — Use and Occupation of Lots

101.1 Use of Lot

a) You must not use your Residential Lot for any purpose other than as a residential dwelling.
b) You must not use your Commercial Lot for any purpose other than commercial uses approved by the relevant consent authority.
c) You must notify us in writing at least twenty-one days before you wish to change the existing use of your Lot in any way.
d) You must ensure that your Lot is not used for any purpose for which an approval must be obtained under any law without that necessary approval.
e) You must ensure that your Lot is not used for any unlawful purpose.
f) You must not undertake any activity in your Lot or CP that is prohibited by law, or which is immoral or injurious to the reputation of the building.

101.2 Compliance with planning laws and approvals

a) At your own expense, you must promptly comply with all laws relating to:
    i) your Lot;
    ii) your use of your Lot; and
    iii) your use of any area of CP for which a license or exclusive use has been granted to you.
b) Your compliance must include without limitation observance of all By-laws, planning laws, development, building and other approvals, consents, requirements, notices and orders of any government agency.

101.3 Consent required

a) Our formal consent is required prior to your lodgement of any building or development application, so you must submit any such application to us for our consideration beforehand.
b) You must amend the application to comply with any of our requirements.
c) You must pay us an amount to cover our time and costs of considering your application, being the fee we will determine as well as any professional fees we incur.

101.4 Short Term Accommodation

a) You must not use or allow your Lot to be used for Short Term Accommodation.
b) You indemnify us against:
    i) anything in relation to Short Term Accommodation of your Lot in breach of this By-law;
    ii) the exercise of our rights under this By-law; and
    iii) enforcement of this By-law.
c) This By-law confers on us the right:
    i) to prohibit you from engaging in any Short Term Accommodation;
    ii) to enter any part of Côte to investigate and confirm any suspicions that Short Term Accommodation is occurring;
    iii) to report any Short Term Accommodation to Council;
    iv) to engage in any legal action to stop the Short Term Accommodation; and
    v) to recover costs from you.

101.5 Occupancy limits

a) You must ensure that your Residential Lot is not occupied by more than two adults per bedroom except where permitted under the Act or Regulation.
b) There is no limit to the number of members of one family occupying a Lot.

101.6 Condition of Lots

a) You must keep your Lot clean and tidy.
b) You must properly maintain and keep in a state of good and serviceable repair all fixtures and fittings in your Lot and, where necessary, renew or replace them.
c) You must keep your Lot free from dirt, rats, cockroaches and other vermin and in the event any infestation, immediately employ pest exterminators your expense.
d) You must not allow the accumulation of any rubbish on your Lot (including your garage space) or the surrounding CP.
e) You must promptly advize us of any CP damage or defect you notice.

101.7 Appearance of Lot

a) You must not attach any transmitting or receiving device or accessory visible from outside your Lot.
b) You must ensure any outdoor furniture and decorative objects on your balcony or courtyard are of high quality and finish commensurate with our standards and are kept securely fastened, clean and tidy and maintained to a high standard.
c) You may display the Australian flag on your balcony railing on National or State holidays.
d) You may display Christmas lights on your balcony or railing in the Festive Season.

e) You must not hang any laundry or other items on your balcony railing or any other part of Côte in such a way as to be visible from outside.
f) You are responsible for regularly cleaning all interior and exterior glass of window and door surfaces on your Lot boundary, including CP.
g) You must not place any door mat or other item outside your Lot's entry door to an internal CP foyer.

101.8 Approval required

You must obtain our approval before:

a) Maintaining within your Lot or adjacent to your Lot anything visible from outside that is not in keeping with the rest of our building;
b) Fitting window or door coverings or treatments except those which meet our standards to ensure that any such objects are in keeping with our building when viewed from outside your Lot;
c) Affixing any decorative objects to your balcony or external walls of your Lot;
d) Changing the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Lot if the item is visible from outside and the change is not in keeping with the rest of the building;
e) Changing the external lighting of your Lot; or
f) Undertaking any Minor Work or Major Work within your Lot.

101.9 Electronic interference

a) You must not use any electronic equipment which may create interference preventing any other person in Côte from being able to properly enjoy their use of any equipment including a computer, radio or television.

101.10 Drones

a) You must not operate a drone within Côte's airspace.
b) We may operate a drone for building management purposes, eg survey of paint condition or corrosion.

Special By-law 102 — Noise

102.1 Noise

a) You must not create any noise on a Lot or CP that is likely to interfere with the peaceful enjoyment of others within Côte or the general public.
b) You must not create noise entering or leaving Côte that is likely to interfere with the peaceful enjoyment of others within Côte or the general public, especially between the hours of 2200 and 0700.
c) You must not create noise or vibration by slamming doors or gates, or knocking or banging against internal or CP walls, likely to interfere with the peaceful enjoyment of others within Côte or the general public.
d) You must reduce general noise level by correcting any source of water hammer caused by activities within your Lot at your own expense.

102.2 Floor coverings

With the exception of a balcony, kitchen, laundry, toilet or bathroom:

a) You must ensure that all floor space within your Lot is covered or otherwise treated to an extent sufficient to prevent the transmission of noise or vibration through the floor likely to disturb the peaceful enjoyment of the owner or occupier of another Lot.
b) All new hard floor installations must include an acoustic underlay such that the new hard floor installation complies with a noise/impact isolation rating equal to or better than that specified in the current NCC as applicable to the Lot.

102.3 Equipment & Machinery

a) You must ensure that equipment and machinery (including appliances like washing machines, dryers, refrigerators, freezers or dishwashers) within your Lot do not cause noise or vibration that is likely to interfere with the peaceful enjoyment of others.
b) You must not use power tools (including impact drills, electric saws or angle grinders) outside the hours of 0800 – 1700 Mondays to Fridays, and 0900 – 1500 Saturdays, where the use of such power tools or their vibration is likely to be audible outside your Lot.

102.4 Exercise or other physical activities

a) We maintain a gymnasium in our Residential Resort Area for your enjoyment.
b) You must not carry out any physical activity or exercise in your Lot (including aerobics, ball games, blading, skating or skateboarding, riding bicycles or electric cars or scooters, running on the spot or skipping, or involving treadmills or weight machines) which involves foot impact on the floor or other transmissible noise or vibration through walls, ceilings or floors, that is likely to interfere with the peaceful enjoyment of others.

102.5 Music & Musical Instruments

a) Subject to the other provisions of this By-law, you must not play live or other music (including that coming from computers, computer games, radios, music systems, televisions or home theatre equipment) which exceeds 65dB(A) at the boundary of your Lot after 2200.
b) You must comply with any request by us to cease playing live or other music at any time if it is upsetting the peaceful enjoyment of others.
c) You must not play or rehearse on percussion instruments (such as drums) at any time within Côte.

Special By-law 103 — Intentionally deleted

Special By-law 104 — Behaviour

104.1 Obstruction

You must not obstruct lawful use of CP by any person.

104.2 Behaviour

When on CP, you:

a) must be adequately clothed;
b) must not use bad or abusive language or behave in a manner likely to cause offence or embarrassment to others; and
c) must not behave in a manner likely to interfere with the peaceful enjoyment of others.

104.3 Visitors

a) You are responsible for the behaviour of your visitors and you must take all steps to ensure that they:
    i) comply with all the By-laws as if they were an owner or occupier of a Lot themselves; and
    ii) immediately leave Côte if they do not comply with the By-laws.
b) A breach of any By-law by a person residing with you or by your visitor, shall be deemed to be a breach by you.

104.4 Children

a) You must not permit any child to play on CP or to remain in the car park unless accompanied by an adult exercising effective control.
b) You must not permit any child to ride or use any scooter, cycle, tricycle, skateboard, roller skates, roller blades or any similar item on CP unless accompanied by an adult exercising effective control.
c) You must not permit any child to be alone in the Residential Resort Area or any other area of possible danger or hazard to children.
d) You must not permit any child to play or participate in any ball games on CP, or any game involving running or a similar activity.

Special By-law 105 — Substance use

105.1 No Smoking

a) You must not smoke cigarettes, e-cigarettes, cigars, pipes or any other substance within four metres of any entrance or exit to Côte d'Azur, or while on any part of CP, or in any garage forming part of a Lot.
b) You must ensure that any smoke caused by the smoking of tobacco or any other substance within your Lot, including on your balcony or courtyard, does not drift to CP or penetrate any part of another Lot, and you must cease smoking immediately if we request you to do so.
c) You must ensure that any ash or butts resulting from smoking within your Lot are responsibly and safely disposed of, and not thrown from your balcony or onto CP or adjoining property.

105.2 Alcohol

a) You must not consume any alcoholic or intoxicating beverage on CP with the exception of the outdoor pool or BBQ areas of the Residential Resort Area, or any part of CP granted by exclusive use to a Commercial Lot.
b) You must not remain on CP if you are intoxicated, and you must leave CP if we request you to do so.

105.3 Illicit drugs

a) You must not allow the entry of illicit drugs or their paraphernalia to Côte or your Lot.
b) You must not cultivate, process or merchandise illicit drugs on your Lot or CP.

Special By-law 106 — Lawns & Plants

106.1 Lawns & Plants

a) You must not, except with our prior approval:
   i) use any CP garden for your own purpose;
   ii) damage any CP lawn, garden, tree, shrub, plant or flower;

b) For any landscaping including a garden bed or planter box forming part of your own Lot, you must:
   i) ensure only appropriate species are planted that will not damage any structure or block drainage;
   ii) maintain your vegetation and mulch to the high standard commensurate with the appearance of our building; and
   iii) ensure that any landscaping does not interfere with the cleaning or painting of any part of CP and that when watering, no water enters or causes damage to another Lot or CP.

Special By-law 107 — Common Property Damage

107.1 Damage to CP

a) You must not, except with our approval or where permitted to by or under the Act, mark, paint, drive nails or screws or fittings into, or otherwise damage or deface, any CP.

b) An approval given by us cannot authorize any additions to CP.

Special By-law 108 — Garbage & recycling

108.1 Depositing rubbish on CP

a) You must not deposit or throw any rubbish, dirt, dust or other material or discard any other item on CP except with our prior approval, or in the manner specified in this By-law.
b) You must take particular care that nothing is thrown or allowed to fall or splash from your balcony.
c) You must promptly remove anything which you may have accidentally dropped or spilled on CP and take any necessary action to clean the area and render it safe.
d) You must comply with all requirements of Council regarding the storage, separation, and disposal of garbage or recyclable materials.
e) You must comply with any CP signage or website instructions regarding the handling of garbage or recyclable materials.

108.2 Abandoned goods

a) We may dispose of goods dumped or abandoned on CP as permitted under the Act and Regulation.
b) We may recover any charges from you we may have paid for disposal of such goods we believe you have dumped.

108.3 Refuse within your Lot

You must maintain receptacles for garbage or recyclable materials within your Lot in a clean and dry condition and adequately covered so as to minimize odour or attraction of insects or vermin.

108.4 Co-mingled recycling facilities

a) Permitted recyclables and prohibited items will be determined by Council from time to time.
b) You must avoid bin contamination by separating recyclables from your general refuse and disposing of them in bins provided for recycling (which currently have yellow lids) in the following manner:
    i) recyclable glass, plastic containers, steel tins or aluminium cans must be completely drained and cleaned of food residue;
    ii) cardboard boxes must be clean and flattened;
    iii) no pizza boxes or food containers with remnants of food or grease are allowed; and
    iv) no bubblewrap or polystyrene allowed.

108.5 Greenwaste

a) We will maintain bins (which currently have green lids) in the Lowrise and Tower loading docks for plant material.
b) You must not dispose of greenwaste in red- or yellow-lid bins.

108.6 Other waste

a) You must place your general refuse in the appropriate bins (which currently have red lids).
b) You must hand any eWaste to our cleaner for storage awaiting environmentally-friendly disposal.
c) You must comply with all conditions for a Council cleanup.
d) Please dispose of your unwanted clean clothing, books and household goods in an environmentally-friendly manner, eg by charity donation.

108.7 Recycling rooms for Lots 35 to 105 (Units C7 to C77) inclusive

a) We maintain recycling rooms on upper Tower floors for your convenience.
b) To reduce noise impact on your neighbours, the recycling rooms are available from 0700–2100 daily.
c) You must not attempt to access the recycling rooms or use the refuse chute outside the permitted hours.
d) You can dispose of all recyclables in the tubs provided.
e) All other refuse must be drained and securely wrapped in small parcels not exceeding 1.5kg and able to fit down the refuse chute.
f) You must carry any larger or heavier items downstairs to the Tower loading dock and place them in the appropriate bins, complying with all the requirements in that area.

Special By-law 109 — Vehicles & Garages

109.1 Vehicles

a) You must not drive an unregistered vehicle on CP except for the purpose of obtaining registration.
b) You must not drive a vehicle on CP at a speed greater than 5 km/h.
c) You must not rev the engine of a vehicle within Côte d'Azur, or allow any engine to idle longer than necessary.
d) You must not attempt to drive any vehicle greater than 2.2m in height into the basement garage.
e) You must abide by any signage, notices or line markings displayed for the control of vehicles on CP.
f) We are unable to provide parking for any vehicles beyond the number which can be garaged in the available space of your own Lot.
g) The Owner or Occupier of each Residential Lot is entitled to apply to Council for a single vehicle parking permit to allow the nominated vehicle to park on neighbouring streets without time limitation.
h) Except as permitted in this By-law, you must not park or leave any vehicle unattended on CP at any time without our approval.
i) You must provide us details on our request of vehicles owned by all residents of your Lot and garaged at Côte.

109.2 Garage Use

a) You must keep your garage door closed and locked at all times when you are not actually in your garage, except when your garage door must be open for ingress or egress.
b) You must keep your garage clean and tidy at all times, including dusting your garage door.
c) You must not use your garage for any unlawful purpose or any use not permitted by Council or other regulations.
d) You must not store anything within your garage without our approval apart from a motor vehicle or other vehicle and related items as expected to be found in a normal domestic garage.
e) With the exception of the fuel in the tank of your vehicle, you must not store any inflammable substance beyond the usual amount of paints, chemicals or solvents expected to be found and used in a residential garage.
f) You are permitted to use the CP electrical power supplied to your Residential Lot garage for occasional use of small handyman power tools or accessories, or equipment related to the normal maintenance, cleaning or upkeep of a non-electric domestic motor vehicle, a personal mobility device, or any non ride-on sporting equipment.
g) We reserve the right to establish and charge you a fee to cover your increased CP electricity consumption should you install or use a refrigerator or freezer in your garage.
h) You must not install or use other white goods or other items requiring CP electricity consumption except as permitted by clause 109.2(f).
i) For the charging of any electric passenger vehicle (not including a mobility scooter) you must install cabling from your garage to your own Lot's electricity supply and meter, and not use our CP electrical power.
j) You must not interfere with or add to the CP lighting in your garage.
k) You must promptly inform us of any defect or malfunction of the CP lighting in your garage and provide access for its repair.
l) You must not enclose your garage or install or store anything in your garage which would interfere with the free flow of air for the garage ventilation system.
m) To restore the free flow of air for the garage ventilation system, you must remove any previously installed enclosure of your garage if ownership of your Lot changes, even if such enclosure may have had our approval.
n) You must promptly clean up any garbage, waste or liquid which you drop or spill in your garage or in the car park.
o) You may allow another resident of Côte to occupy your garage in whole or part, and we may reprogram their security key(s) at cost to provide access.
p) You must not allow your garage to be used by people who do not reside in Côte.
q) You may fit a garage door opening mechanism with our approval, but you are responsible for the maintenance, upkeep and eventual replacement of that device, and any damage or increased wear and tear to the original door.
r) We are responsible for maintenance of original CP garage door opening mechanisms, but not for repair or replacement of remotes or batteries.

109.3 Visitor Car or Motor Bike Parking

a) You are permitted to park in a designated visitor space provided the vehicle satisfies the following criteria:
   i) It belongs to a bona fide visitor to your Residential Lot;
   ii) It does not belong to a resident or occupant of your Lot;
   iii) It does not have a Council resident parking permit applicable to Côte;
   iv) It is not owned or parked by a visitor to a Commercial Lot;
   v) It is not associated with a Commercial Lot;
   vi) It is less than 6m in length and does not overhang the tarmac;
   vii) It is parked wholly within a single space;
   viii) It is not a motor bike or scooter; and
   ix) It is not a trailer, caravan or other item capable of being towed.

b) You are permitted to park any motor bike or scooter in a designated visitor motor bike space provided the motor bike or scooter satisfies the following criteria:
   i) It belongs to a bona fide visitor to your Residential Lot;
   ii) It does not belong to a resident or occupant of your Lot;
   iii) It is not owned or parked by a visitor to a Commercial Lot;
   iv) It is not associated with a Commercial Lot; and
   v) It is parked wholly within a single motor bike space.

c) You must not allow any vehicle to remain overnight in visitor parking for more than two nights in a row on any more than two separate occasions in any thirty day period.

d) You must not occupy visitor parking with any combination of individual visitor vehicles for more than six nights in total in any thirty day period.

e) If you have sufficient vacant garaging as part of your Lot, you must park your visitor's vehicle in your own garage when on site for more than three hours or overnight.

109.4 Car Wash Bay

a) Nothing in this By-law prevents you from washing or cleaning your own vehicle in the designated Car Wash Bay for the permitted duration and within the times allowed by us.

b) You are permitted to park a vehicle less than 6m in length belonging to a visitor to your Lot in the Car Wash Bay only outside such hours as the area is reserved for washing cars.

c) Staff from Commercial Lots are permitted to wash their bins in the Car Wash Bay.

d) When you have finished any activity in the Car Wash Bay, you must remove all rubbish or detritus and leave the area clean.

109.5 Commercial Vehicles & Garages

a) Notwithstanding any apparent contradiction in this By-law or any other By-laws, any vehicle associated with a Commercial Lot may use the commercial tarmac area at the western end of B2 for the purpose of loading or unloading goods under the following conditions:
   i) You must not obstruct any garage or other vehicle; and
   ii) You must not leave any vehicle in that area for more than two hours or overnight.

b) You must not leave any vehicle associated with a Commercial Lot unattended for any length of time on any other CP including spaces designated as Visitor Parking or Car Wash Bay.

c) We will not supply CP electricity to garages of Commercial Lots.

109.6 Breaches

Should you breach any condition of this By-law, we have the right to place a sticker on some conspicuous part of your offending vehicle, noting the breach and warning you of the action that we intend taking.

109.7 Overstaying or Abandoned Motor Vehicles

a) You must not store, dump or abandon a vehicle on CP.

b) We may install notices on CP advising of the prohibition of leaving vehicles or for the potential for vehicles left on CP to be immobilised or removed from Côte d'Azur and stored elsewhere.

c) We may enter into contracts for the immobilisation, moving, removal and storage of vehicles which are left on CP in contravention of this By-law.

d) For any vehicle which we believe has overstayed, or appears to have been stored, dumped or abandoned on CP, we shall be entitled to:
   i) place a notice or sticker on,
   ii) immobilize by the use of wheel clamps or other means,
   iii) store or keep possession, or
   iv) move onto another part of CP or from Côte entirely.

e) By your vehicle entering Côte, you consent to us exercising any of the powers referred to in clause (d) in respect of such offending vehicle owned by you or believed to be associated with your Lot.

f) You indemnify us for any action we take under this By-law.

g) You must reimburse us for any costs we incur in exercising our powers under this By-law.

h) Nothing in this clause is capable of avoiding the restrictions or requirements for the immobilisation and detention of vehicles found in Part 5A of the *Local Government Act 1993* (as amended) and we must at all times comply with those provisions when exercising any of our powers under this By-law.

Special By-law 110— Security

110.1 Security generally

a) Côte is a high security complex.
b) You must not do or permit anything which may compromize the security or safety of CP or your Lot or any other Lot.
c) You must not allow entry to persons unknown to you.
d) You must not interfere with any security device.
e) You must take all steps to ensure that all entry points to Côte, and fire and security doors within Côte, are kept locked and secure or in their operational state when not in immediate use for ingress or egress.
f) You must keep all doors between your Lot and CP closed and locked except when in actual use for ingress and egress: This includes your garage or store room door.
g) You must promptly report any breach of security of which you become aware.
h) You are responsible for your own property in your Lot, including your garage and letterbox.

110.2 Security Garage Door

a) We installed and maintain a security door at the garage entry.
b) You must not allow vehicles or persons to follow you into the garage area.

110.3 CCTV

a) Signage at each entry point and throughout Côte alerts you that we maintain video surveillance.
b) You acknowledge by entering the premises that you may be monitored and recorded.
c) Our video files and key records may be given to or requisitioned other parties including Police to aid their investigation of any event.

110.4 Restricting access of CP

a) We may take any steps to ensure the integrity of the building from intruders and to preserve the safety of the building from fire or other hazard and we may without limitation or notice:
    i) restrict your access to any level or section of Côte as required for unimpeded personal or vehicular access to your Lot and the Residential Resort Area;
    ii) subject to (i), close off or restrict access to any part of CP, whether on a temporary or permanent basis;
    iii) permit, to your exclusion, any designated part of CP to be used for installation or storage of security equipment or monitoring; or
    iv) close off or restrict access to any part of CP for the proper control and administration of that area.

110.5 Issuing of security keys

a) We may make available to you the number of keys we consider necessary and may charge you a fee or bond for each key.
b) All security keys remain our property.
c) All security keys will be issued according to our current policy as available from our website.
d) Each security key will be registered for the specific use of an individual.

110.6 Care of security keys

a) You must exercise a high degree of responsibility for security keys issued to your Lot to prevent them being lost, stolen, duplicated or handed to any person other than someone entitled to their legitimate use.
b) You must return any security key to us on demand and ensure that it is not disposed of in any other manner.
c) You must promptly notify us if any of your security keys are lost, stolen or destroyed.

110.7 Our right to render any key inoperable

We may render any security key inoperable which we believe is lost, stolen or destroyed or where we believe the person to whom that key was issued has used or permitted it to be used contrary to these By-laws or our current policy.

110.8 Security screens

a) We will generally grant approval for you to install a security screen across any exterior door or window of your Lot at your own expense provided that the screen:
    i) is of a material or design we specify;
    ii) covers the full area of the door or window being secured;
    iii) does not detract from the existing profile or detail of the window or door; and
    iv) is finished in Dulux Stromboli green or equivalent to match the building.

b) We will not approve security doors to be fitted to entry doors to Lots from CP foyers or hallways, and you must remove any previously installed security door if ownership of your Lot changes, even if such door may have had our approval.

110.9 Security alarms

a) We will generally grant approval for you to install a security alarm provided that:
   i) is a silent "back to base" type without external light or strobe; and
   ii) its installation does not alter or interfere with CP.

b) You may install any security device within your Lot which might allow you to monitor your Lot over the internet.

c) You must not install any other type of security device without our approval.

Special By-law 111 — Fire safety

111.1 Fire Safety Devices ("FSD")

a) You must not interfere with, tamper or remove any FSD.
b) You must not act or omit to act in any manner so as to activate or use any FSD except in the event of a genuine emergency and/or other event likely to cause a risk, hazard or danger to any property or person.
c) You are responsible for installation and upkeep of any additional FSDs required in your Lot because of internal modification, renovation or fitout.
d) You must not use a fire hose for cleaning purposes.

111.2 Your obligations

a) You must no do anything or permit any of your visitors to do anything in Côte that is likely to affect fire safety devices in Côte or reduce the level of fire safety in Côte.
b) You must not without our approval:
    i) remove or paint over a smoke alarm or detector or a heat alarm or detector;
    ii) tamper with a fire hose, hydrant or sprinkler;
    iii) alter the entrance door to your Lot by replacing the door, installing a security grill or screen, removing the sequencer, or changing or installing a new lock, handle, peep hole or door closer, or removing or painting over a compliance plate.
c) You must immediately notify us of any problem with any FSD that you become aware of.
d) You must immediately notify us of any risk or occurrence of fire or other like danger or hazard you become aware of in your Lot or CP;
e) If your Lot is in the Tower, you must ensure that your Lot is equipped with a smoke alarm(s) in accordance with clause 186A of the *Environmental Planning and Assessment Regulation 2000*, and the batteries for that smoke alarm(s) are regularly replaced.
f) You must grant access to your Lot as required for inspecting, testing, certifying, repairing or replacing any FSD, and in this respect, we shall have an agreed right of entry as provided for in the Act.
g) You are responsible for any charges imposed on us as a result of the detection or resetting of an FSD, or attendance by authorities including NSWFR to a false alarm originating within your Lot.
h) For avoidance of doubt, if you cause an FSD to be activated as a result of heat or steam from a shower or bath, or burning food, and such an event is deemed billable by NSWFR, you shall have committed a breach of this By-law.
i) If you have not made access to your Lot available at the appointed time for Essential Certification, you are liable for any reinspection charges imposed on us.
j) If you are the owner and not the occupant of your Lot, you must take particular care to ensure that the occupants of your Lot comply with this By-law.

111.3 Storage of inflammable substances

With the exception of the fuel in the tank of your vehicle, you must not store any inflammable substance beyond the usual amount of paints, chemicals or solvents expected to be found and used in a residential premises.

Special By-law 112 — Residential Resort Area

112.1 Access Conditions & Permitted Use

a) The Area is available for the sole enjoyment of occupants of Residential Lots and their accompanied invitees.
b) Despite any other provision of this By-law, if you are an owner or occupant of a Commercial Lot you must not attempt to enter the Area or use the facilities unless you are also an occupant of a Residential Lot.
c) Your security keys will be programmed to allow access to the Area through the pool gate after completion of a standard agreement form on terms consistent with this By-law.
d) Any breach of the agreed conditions of access will result in immediate removal of access rights of all security keys registered to your Lot. You may be required to show cause to us before your access will be restored.
e) You must not interfere with the self-closing child-proof gates to or within the Area.
f) You must ensure that the gates latch after your entry or exit and you must not allow access to others trying to gain unauthorized entry to the Area.
g) You must not allow the gates to slam.
h) You acknowledge that you enter the Area and use any of the facilities at your own risk.
i) The rules governing the use of the various facilities are signed within the Area, and we may make other rules as necessary from time to time.
j) A high standard of behaviour is expected within the Area, and you must not enter or remain in the Area or attempt to use any of the facilities if you are abusive or intoxicated.
k) You must not interfere with or damage any of the equipment.
l) You must immediately inform us of any equipment malfunction or health and safety issue you become aware of.

112.2 Hours of Operation

a) The Area is open 0600–2300 daily.
b) We may restrict access at any time or close any part of the Area for health and safety or other reasons, and you must comply with our request to immediately leave the Area.

112.3 Swimming Pool & Outside Spa

a) You must not allow any glass within the pool area.
b) You must show consideration towards others wishing to use the pool by not holding parties or gatherings of more than ten people in any one group in the pool area.
c) You must not allow horseplay, pushing, running, jumping or diving in or near the pool.
d) You must not climb on or over the fence, or attempt to jump off the fence into the pool.
e) You must not play ball games in or near the pool.
f) You must not allow wetsuits or surf equipment in the water.
g) You must be properly attired in swimwear to enter the water.
h) You must shower to remove all beach sand before entering the water.
i) You must not use any soaps, shampoos, oils or bubble baths.
j) You must keep noise to a minimum, especially after dark.
k) You must remove your own rubbish and leave the area clean.
l) With its high temperature and disinfection regime, the outside spa is not suitable for children under the age of six at any time.
m) You must not eat food in the pool or outside spa.
n) You must show consideration towards others wishing to use the outside spa: Limit 3 guests per unit.

112.4 Amenities Building

a) You must not interfere with the security door entry to the building and you must not allow access to others trying to gain entry.
b) No food or drink of any kind is permitted in the building, with the exception of bottled water or energy drinks in the gymnasium.
c) You must turn off power and lights when finished.

112.5 Inside Spa

a) You must shower prior to entering the water.
b) You must be properly attired in swimwear to enter the water.
c) You must not use any soaps, shampoos, oils or bubble baths.
d) You must accompany any children in the spa room.
e) With its high temperature and disinfection regime, the inside spa is not suitable for children under the age of six at any time.
f) You must show consideration towards others wishing to use the spa: Limit 2 guests per unit.
g) You must turn off power and lights when finished.

112.6 Sauna

a) You must not permit any child to use the sauna.
b) You must not preheat the sauna.
c) You must sit or lie on your towel.
d) You must show consideration towards others wishing to use the sauna: Limit 2 guests per unit.

112.7 Gymnasium

a) You must not permit any child to enter the gymnasium.
b) Youths must be under direct adult supervizion in the gymnasium unless we have granted specific approval to waive this requirement.
c) You use the equipment at your own risk and must do so in accordance with the manufacturers' recommendations and instructions as displayed on the wall and on the machines themselves.
d) You must be dry and be wearing suitable footwear.
e) With the exception of bottled water, no food or drink is allowed.
f) You must show consideration towards others wishing to exercise: Limit 1 guest per unit.
g) You must use your towel to remove perspiration from equipment, and turn off machines and lights when finished.

112.8 BBQ Area

a) You must turn gas off after cooking.
b) You must return tables and chairs to their intended place.
c) You must immediately remove all your own rubbish and wipe hotplates and tables so the area is left clean for others to enjoy.
d) You must make application to us at least seven days before you wish to use the BBQ area for a gathering of more than ten people: Please note it is not possible to reserve the area for your exclusive use.
e) We may grant permission for you to use the BBQ area for the purpose described in your application on such terms and conditions as we think fit.
f) If you obtain our approval to hold your gathering, you must comply with any request we make regarding the control and management of your gathering, either before, during or afterwards and ensure that:
    i) no noise is created that is likely to interfere with the peaceful enjoyment of others;
    ii) no damage is caused to the BBQ area or its equipment; and
    iii) your invitees are adequately clothed and do not use language or behave in a manner likely to cause offence or embarrassment to others.

Special By-law 113 — Signage

113.1 Guidelines may be established

a) We may establish guidelines for signage.
b) We may engage professional assistance for the purpose of determining any such guidelines.

113.2 No signs without approval

a) You must obtain our approval prior to attaching, erecting or exhibiting any sign to your Lot or CP, or in close proximity to your Lot, if that sign is visible from outside your Lot.
b) Your application should contain full detail of style, nature, size, materials, design and proposed location of the sign.
c) You must provide proof of approval of any government agency or that such approval is not required with your application.

113.3 Approval subject to conditions

a) Our approval may contain conditions including limits of style, nature, size, materials, design or location of your sign.
b) We may impose a one-off or recurring monetary charge on you.
c) We may require payment of an amount to cover our cost of considering your application for approval including reimbursement of any professional fees incurred in our consideration.

113.4 Leasing or "for sale" signs

a) When selling or leasing your Lot or a business conducted within a Commercial Lot, you do not require our approval to:
    i) display one sign no larger than 1.5m^2 on the inside of a window of your Lot; or
    ii) display an outside "Open Day" sign no larger than 1m^2 on CP or adjacent to Côte on the day of inspection until the time the inspection concludes, so long as the sign is not in breach of any Council requirements and does not obstruct access.
b) You must ensure that any such signs are immediately removed once leasing or sale arrangements are completed.

113.5 Erecting, affixing, maintaining, repairing & removing signs

a) In respect of any sign, you must;
    i) properly maintain it;
    ii) replace it, if it is damaged or becomes unsightly;
    iii) remove it at the end of any approved period or when it is no longer required; and
    iv) repair any damage to CP & remove all debris and rubbish as a result of its erection, maintenance, replacement or removal.

Special By-law 114 — Movement of furniture

114.1 Movement of furniture

a) You must abide by any direction we give you regarding the transport of your furniture, large objects or household effects throughout Côte including our specifying the entry point, the areas of CP which may be traversed, or the manner in which your move must take place.
b) You must give us at least seventy-two hours clear notice prior to any moving activity throughout Côte.
c) To reduce impact on residents and enable us to be on hand, your moving activity must only occur between the hours of 0800 – 1700 Monday – Friday.
d) Should you find it necessary to move outside these hours, you must pay us an after hours moving fee of $200, plus and additional $50 per each hour after the first four hours, or such other amounts as we may determine.
e) You may conduct such after hours moving on a Saturday only between the hours of 0900 – 1400.
f) You must not conduct any moving whatsoever on a Sunday or Public holiday.
g) For moves to, from or within the Tower, you must use only the designated Lift 2 which we will ensure is properly padded for protection.
h) It is your responsibility to ensure that any other areas of CP likely to be impacted by your move are protected by drop sheets or mats.
i) You must immediately notify us of any damage to CP caused by your moving activity.
j) You must inform us when your moving activity is complete, and ensure that any CP traversed is left clean and free of any rubbish or litter.
k) We may recover from you the costs of any additional cleaning required, or repair to damage resulting from your moving activity.

Special By-law 115 — Renovations

115.1 Introduction

Renovations within your Lot may affect CP. This By-law defines three levels of renovation work that you may undertake, and the conditions related to each.

115.2 Cosmetic Work

a) You do not require our approval to undertake Cosmetic Work in your Lot, but you must follow the conditions of this By-law.

b) Cosmetic work includes simple work no more extensive than:
   - i) installing or replacing hooks, nails, screws or the like for hanging paintings and other decorative items on walls within your Lot;
   - ii) installing or replacing handrails;
   - iii) filling minor holes and cracks in internal walls;
   - iv) painting;
   - v) laying or replacing carpet;
   - vi) installing or replacing built-in wardrobes or their doors;
   - vii) installing or replacing internal blinds and curtains;
   - viii) installing any approved locking or other safety device to improve safety or security within your Lot;
   - ix) installing insect or security screens in accordance with our specifications;
   - x) installing any structure or device to prevent harm to children;
   - xi) changing internal light fittings other than the recessed type; or
   - xii) replacing bathroom mirrors.

c) Cosmetic Work does not include:
   - i) any structural change or reconfiguration of walls;
   - ii) any work which changes the external appearance of a Lot;
   - iii) any work involving alterations to existing waterproofing, plumbing, ventilation or fire services;
   - iv) any work which might require Council permission;
   - v) any work which is considered Minor Work under 115.3; or
   - vi) any work which is considered Major Work under 115.4.

d) You must comply with all our requirements during your Cosmetic Work.

e) After your Cosmetic Work is completed, you must:
   - i) properly maintain it and keep it in good and serviceable condition and, where necessary, renew or replace any part of it; and
   - ii) restore in a competent and proper manner any damage caused to another Lot or any CP by your work, to as near as possible state which they were in immediately prior to commencement of your work.

115.3 Minor Work

a) You must obtain our approval before undertaking any Minor Work in your Lot under the conditions of this By-law.

b) To avoid doubt, the OC has delegated its functions under section 110 of the Act to enable the SC to approve Minor Work.

c) Minor Work includes:
   i) kitchen renovation;
   ii) bathroom renovation without waterproofing;
   iii) renovating any other room in your Lot without waterproofing or structural changes;
   iv) removing carpet or other soft floor coverings to expose underlying hard floor;
   v) installing or replacing wood or other hard floors;
   vi) installing or replacing wiring or cabling or power or access points;
   vii) changing recessed light fittings;
   viii) installing or replacing pipes or ducts;
   ix) reconfiguration of walls in a manner not involving structural changes;
   x) installing a garage door opening mechanism;
   xi) installing weather protection devices including external blinds, awnings or shades and all associated equipment; or
   xii) installing air conditioning.

d) Minor Work does not include:
   i) Cosmetic Work as defined in the Act and By-law 115.2;
   ii) Major Work as defined in the Act and By-law 115.4;
   iii) any structural change;
   iv) any work which changes the external appearance of your Lot;
   v) any work involving alterations to existing waterproofing, plumbing, ventilation or fire services; or
   vi) any work which might require Council permission.

e) You must not commence your Minor Work prior to satisfying all the requirements of this By-law 115.3 and any other conditions we may attach to your work.

f) You must apply for our approval at least fourteen days before commencing any Minor Work, using our standard application form and providing:
   i) your name, address, unit number, Lot number and contact phone numbers;
   ii) details of your proposed renovation;
   iii) details of your contractor(s) including licence number, trade qualifications, liability insurance and workers compensation;
   iv) details of Home Builders Compensation Fund insurance if required under the *Home Building Act 1989*;
   v) drawings, plans and specifications;
   vi) an estimate of the duration of your work, and the times you intend carrying out work; and
   vii) details of management of waste and debris resulting from your work.

g) Depending on the extent and nature of your Minor Work, we may request further information from you including:
   i) an Engineer's Report from a suitably qualified engineer listed on the National Engineering Register certifying that your work does not involve structural changes;
   ii) an Acoustic Consultant's report certifying the acoustic properties of any hard floor installation (except for kitchens, bathrooms or laundries); and
   iii) a Dilapidation Report with photographs covering your unit and any surrounding areas we feel may be impacted by your work.

h) We may require the payment of a bond.

i) We may require you to pay our costs or outgoings incurred in considering and approving your work.

j) You must comply with all our requirements during your Minor Work, and all conditions attached to our approval.

k) After your Minor Work is completed, you must:
   i) inform us;
   ii) give us access to your unit to inspect the work;
   iii) restore in a competent and proper manner any damage caused to another Lot or any CP by your work, to as near as possible state which they were in immediately prior to commencement of your work; and
   iv) provide any expert reports we may require to certify that your work has been completed to fully satisfy any NCC or Australian Standard or other concern.

l) After we are satisfied that your completed Minor Work has complied with this By-law, we will return any bond paid by you, less any amount we may have had to pay to clean or repair any CP or other unit damaged by your work.

115.4 Major Work

a) Under the Act, before undertaking Major Work in your Lot you must obtain our approval by Special Resolution at a General Meeting, and the passing of a specific Special By-law.
b) To facilitate this, we provide a short-form By-law for your completion as an annexure to this By-law.
c) You are responsible for the costs of calling and holding the General Meeting, and the registration of your Special By-law.
d) Major Work includes:
    i) structural changes such as the removal of the whole or part of a load bearing wall or the penetration of any slab;
    ii) changes to the external appearance of your Lot;
    iii) changes to waterproofing such as balcony retiling or a bathroom renovation involving the laying of a new waterproof membrane; or
    iv) work for which consent is required from Council or another approval required under any other Act.
e) You must not commence Major Work prior to satisfying all the requirements of this By-law 115.4.
f) You must apply well ahead of time, using our standard application form and providing:
    i) your name, address, unit number, Lot number and contact phone numbers;
    ii) details of your proposed renovation;
    iii) details of your contractor(s) including licence number, trade qualifications, liability insurance and workers compensation;
    iv) details of Home Builders Compensation Fund insurance if required under the *Home Building Act 1989*;
    v) a complying development certificate or development consent from Council (if required);
    vi) drawings, plans and specifications;
    vii) an estimate of the duration of your work, and the times you intend carrying out work; and
    viii) details of management of waste and debris resulting from your work.
g) Depending on the extent and nature of your Major Work, we may request further information from you including:
    i) an Engineer's Report from a suitably qualified engineer listed on the National Engineering Register certifying that any proposed structural changes do not compromize the integrity of our building;
    ii) an Acoustic Consultant's report certifying the acoustic isolation properties of any hard floor installation (except for kitchens, bathrooms or laundries); and
    iii) a Dilapidation report with photographs covering your unit and any surrounding areas we feel could be negatively impacted by your work.
h) We may request the payment of a bond.
i) We may require you to pay our costs or outgoings incurred in considering and approving your work.
j) You must comply with all our general conditions during your Major Work, and all conditions attached to our approval.
k) After your Major Work is completed, you must:
    i) inform us;
    ii) give us access to your unit to inspect the work on 48 hours notice;
    iii) restore in a competent and proper manner any damage caused to another Lot or any CP by your work, to as near as possible state which they were in immediately prior to commencement of your work; and
    iv) provide any expert reports we may require to certify that your work has been completed to fully satisfy any NCC or Australian Standard or other concern.
l) After we are satisfied that your completed Major Work complies with this By-law, we will return any bond paid by you, less any amount we may have had to pay to clean or repair any CP or other unit damaged by your work.

115.5 General conditions for carrying out all types of work

a) During any type of Cosmetic Work, Minor Work or Major Work, you must ensure that:
    i) you comply with all statutes, By-laws, regulations, rules and other laws including any Council requirements;
    ii) you indemnify us against anything arising from your work or your breach of this By-law;
    iii) work is carried out by qualified tradespeople with due diligence utilising only first quality materials which are suitable for the purpose;
    iv) work is completed in accordance with any specifications for it and complies with the NCC and any applicable Australian Standard;
    v) work is completed as soon as practicable from your date of commencement;
    vi) work is only undertaken between the hours of 0800 – 1700 Monday to Friday, and 0900 – 1500 Saturday;
    vii) work involving percussion tools and other noisy equipment such as jack hammers and tile cutters is only undertaken between the hours of 1000 – 1500 Monday to Friday, and that at least

72 hours notice is given to your neighbours by a sign prominently displayed on the noticeboard beforehand;

viii) work is carried out and completed in a manner which is in keeping with the rest of the building in appearance and quality;

ix) work is adequately supervized and that the CP impacted by your work is inspected by the supervizor on a daily basis to ensure that the conditions of this by-law are complied with;

x) work does not create any excessive heat, noise or vibration that is likely to interfere with the peaceful enjoyment of others;

xi) all construction materials and equipment are transported in any manner that we direct to avoid damage to CP;

xii) any debris and rubbish associated with your work is removed from the building strictly in accordance with our directions;

xiii) no building materials, tools or equipment are stored on CP;

xiv) you protect all areas of the building outside your Lot which might be affected by your work from damage, the entry of water or rain and from dirt, dust or debris relating to your work and you ensure that all CP, especially the walls, floors and lift leading to your Lot, are protected by covers or mats when transporting furniture, construction materials, equipment and debris through the building;

xv) you keep all of CP impacted by your work neat and tidy during your work, and clean any part of CP affected by your work on a daily basis, or even throughout the day if necessary;

xvi) the security of Côte is not compromized and that no perimeter doors are left open and unattended;

xvii) you provide at least 72 hours notice of any planned disruption to services including water, electricity or communications within the building, and minimize any such disruption;

xviii) you give us access to your unit to inspect your work on 48 hours notice;

xix) you ensure no contractor vehicles obstruct the CP other than as necessary on a temporary and non-recurring basis;

xx) you do not vary the nature or extent of your approved work without our further approval; and

xxi) you pay all costs associated with your work.

115.6 Enduring obligation

a) After any type of Cosmetic Work, Minor Work or Major Work is completed, you have an enduring obligation to:

i) properly maintain your work and keep it in good and serviceable condition and, where necessary, renew or replace any part of it;

ii) ensure any equipment installed as part of your work does not create any excessive heat, noise or vibration that is likely to interfere with the peaceful enjoyment of others;

iii) restore in a competent and proper manner any damage caused to another Lot or any CP by your work, to as near as possible state which they were in immediately prior to commencement of your work;

iv) comply with all statutes, By-laws, regulations, rules and other laws including any Council requirements concerning your work; and

v) indemnify us against any action arising from your work.

115.7 Decision of Owners Corporation not to maintain your work

a) To avoid doubt, we determine that

i) it is inappropriate for us to maintain, renew, replace or repair any Minor Work or Major Work done by you pursuant to an approval granted under this By-law; and

ii) in the light of the obligations imposed on you in this By-law to maintain, renew, replace or repair any such Minor Work or Major Work, our decision will not affect the safety of any building, structure or CP or detract from the appearance of the strata scheme.

Annexure to Special By-law 115 — By-law template for Major Work

Special By-law XXX — Lot XX (Unit XXX) Major Work

XXX.1 Introduction

This By-law gives the Owner of Lot XX ("You") special privileges to carry out and retain Major Work on your Lot and CP, as well as exclusive use and enjoyment of CP occupied by your works under certain conditions.

XXX.2 Works specified

a) The Major Work on your Lot and CP covered by this By-law are as follows:

_____

_____

b) The Major Work on your Lot and CP must be carried out in accordance with the following plans and specifications that are attached and form part of this By-law:

_____

_____

XXX.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work and give you a special privilege to keep and maintain it on the conditions set out in By-law 115 and this By-law.
b) You have a right of exclusive use and enjoyment of so much of the Major Work that comprises part of CP on the terms and conditions set out in this By-law.
c) We retain the right of access and use of any part of CP affected by your Major Work for the purpose of fulfilling any obligation which we may have under Strata Legislation or any other law.
d) You are responsible at all times for properly maintaining and keeping in a state of good and serviceable repair your Major Work and, when necessary, renewing or replacing any part of your Major Work.

XXX.4 Terms & Conditions

a) Before commencing Major Work, you must:
    i) provide us a copy of all tradespersons' licences and public liability insurances;
    ii) pay our costs incurred in connection with the preparation, reviewing, passing and registration of this By-law.
b) You must complete your Major Work within the expected time frame and in accordance with the plans and specifications.
c) Your Major Work must be carried out in a competent and proper manner by licensed tradespersons.
d) You must comply with all applicable statutes, By-laws, regulations, rules and other laws for the time being in force.
e) You must minimize disturbance to the peaceful enjoyment of others during your Major Work.
f) You must pay all costs associated with your Major Work and properly maintain them.
g) You must give our nominated representatives access to inspect your Major Work within 48 hours of any request.
h) You must rectify any part of your Major Work that do not comply with the NCC or any applicable Australian Standard at your own cost.
i) You must notify us in writing as soon as your Major Work has been completed.
j) You must restore any damage to other parts of CP or any other Lot caused by your Major Work at your own expense, no matter when such damage may become evident.
k) You indemnify and keep us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of your Major Work, the altered state, condition or use of CP arising from your Major Work or any breach of this By-law.

XXX.5 Breach of this By-Law

a) If you breach any condition of this By-law and fail to rectify that breach within 30 days of written notice from us, then we may:
    i) Rectify any such breach;
    ii) Enter any part of CP or your Lot, by our agents, employees or contractors in accordance with the Act for the purpose of rectifying any such breach; and
    iii) Recover as a debt due from you the costs of the rectification together with the our expenses incurred in recovering those costs including legal costs on an indemnity basis.
b) Nothing in this clause restricts the rights of or the remedies available to us as a consequence of a breach of this By-law.

Special By-law 116 — Insurance

116.1 Liability for premium increase

a) You must notify us immediately if you become aware that the use of your Lot may change in any way likely to affect the insurance premiums for our property, or that may necessitate additional costs in complying with insurance requirements.
b) You will be responsible for any such additional premium or costs.

116.2 Claimable Event

a) You must inform us within thirty days of any event which may result in a claim on any insurances relating to the building, or any other insurances which we are required to maintain under Strata Legislation.
b) You must cooperate with us, and allow us to liaise with our insurance company, our agents or brokers, to lodge and manage any claim until its final resolution.
c) We have no financial or other obligation to you if the claim is disallowed by our insurance company. In such instance, you are fully responsible.
d) If you ask us to lodge an insurance claim concerning you or your Lot, and the claim is rejected, you must reimburse us for all costs incurred by us in lodging and pursuing the claim.
e) We encourage you to obtain suitable insurance coverage for your own Lot, property and liabilities.

116.3 Payment of Excess

a) You are responsible for any insurance excess that we may have paid on your behalf towards the settlement of a claim of damage affecting only your Lot property.
b) We are responsible for any insurance excess on claims that affect CP only, or both CP and a private Lot or Lots.
c) Each affected individual Lot owner is responsible to contribute in equal share to cover the insurance excess of any claim relating to a single event which affects more than one private Lot but no CP.

116.4 Right of Appeal

If you believe the insurance excess levied on you by this By-law is unjust, you may request that we waive the charge by resolution at our next General Meeting. If the resolution fails to pass, you will be liable for the excess and any interest which may have accrued.

Special By-law 117 — Proxies

117.1 Proxies

a) We must receive all your proxy forms at least twenty-four hours prior to the applicable General Meeting.
b) The maximum number of proxies you can exercise is five.
c) If you have been given more than five proxies, in order to comply with the Act:
    i) We will sort your proxies in order of date signed and then by Lot number;
    ii) We will only exercise the first five proxies in that order; and
    iii) We will disregard any of your surplus proxies.

Special By-law 118 — Rules

118.1 Rules

a) In addition to our powers under the Act, we may make rules about the control, management, administration, use or enjoyment of Lots or CP.
b) Any such rules bind you.
c) If a rule made under this By-law is inconsistent with another By-law or any other law, the other prevails to the extent of any inconsistency.

Special By-law 119 — Right to remedy & Cost recovery

119.1 Action for any breach

a) If you fail to comply with any obligation under any of our By-laws and fail to rectify that breach within thirty days of written notice from us, at our sole discretion we may:
   i) remedy your breach of the particular By-law;
   ii) carry out all work necessary to comply with the obligations imposed on you or to remedy your breach;
   iii) in accordance with the Act, enter any part of Côte including your Lot for the purpose of remedying any such breach; and
   iv) recover as a debt due from you the costs we incur remedying your breach and the expenses we incur recovering those costs.

b) We will serve written notice on you for any fee, charge, cost or expense payable by you under these By-laws and include that as a debit on your Lot levy account, and any certificate for your Lot issued under Section 184 of the Act.

c) Any fee, charge, cost or expense payable by you under these By-laws becomes due and payable on the date we serve written notice on you for any such item.

d) We may charge interest on any fee, charge, cost or expense payable by you under these By-laws from the due date for payment until paid at the same annual rate as applies to overdue contributions levied under the Act.

d) We may take legal action against you to recover any amounts due under this By-law.

Special By-law 120 — Reconciliation of previous Special By-laws by repeal or amendment

120.1 Approvals given under Old By-laws

The provisions of any By-laws that were in force prior to the recording of the By-laws contained in this instrument by the Registrar-General under section 141 of the Act which:

i) contain powers for the granting of approvals by us for you to do anything; and
ii) set out conditions which you must observe,

continue to apply in respect of any approvals we previously granted you under those By-laws, even if those By-laws are repealed.

120.2 Repeal of previous By-laws

We hereby repeal all By-laws that were in force prior to the recording of the By-laws contained in Part 2 of this instrument by the Registrar-General under section 141 of the Act, apart from the following:

a) Special By-law 1 — Exclusive Use for Restaurants
Granting special rights over CP to the owners of all Commercial Lots to place on CP adjacent to those Lots tables and chairs to be used by the public for consumption of food or beverages purchased from the occupants of those Lots (September 11 1995: Registered on title).

b) Special By-law 21 — Exclusive Use for Lot 21
Duplication of Special By-law 1 granting the same rights over CP to the owner of Lot 21 to place on CP adjacent to those Lots tables and chairs to be used by the public for consumption of food or beverages purchased from the occupants of those Lots (August 1 1996: 2372187Y).

c) Special By-law 1 [sic] (as amended by Special By-law 26) — Equipment Lot 4
Granting special rights over CP to the owner of Commercial Lot 4 to install and maintain air-conditioning equipment adjacent to that Lot (September 30 2003: AA96463P & September 11 2008: AE221054Q).

d) Special By-law 2 [sic] — Glazing Works Lot 21
Granting special rights over CP to the owner of Commercial Lot 21 to install, maintain and use CP occupied by glazing works and to install and maintain an exhaust system adjacent to that Lot (September 30 2003: AA96463P).

e) Special By-law 28 — Exclusive Use Lot 9
Granting special rights over the CP to the owner of Lot 9 to use part of CP for garage purposes (May 9 2005:AB506123L).

f) Special By-law 29 — Exclusive Use Lot 51
Granting special rights over the CP to the owner of Lot 51 to use part of CP for garage purposes (May 9 2005:AB506123L).

g) Special By-law 30 — Exclusive Use Lot 7
Granting special rights over the CP to the owner of Lot 7 to use part of CP for garage purposes (May 9 2005:AB506123L).

h) Special By-law 42 — By-laws applicable to Commercial Lots
Creating various rules applicable to all Commercial Lots (May 9 2005: AB506124J).

i) Amended Special By-law 42(m) — By-laws applicable to Commercial Lots
This By-law amended special By-law 42.5(m) increasing the licence fee to $2500 per quarter (September 11 2008: AE221054Q).

j) Special By-law 44 — Amalgamation of Lots 90 & 96
Granted special rights over the CP to the owner of Lots 90 and 96 to carry out and maintain renovations to the Lots and adjacent CP including to amalgamate the Lots (November 13 2009: AF116528G).

k) Special By-law 45 — Lot 21 awning
Permitted the owner of Lot 21 to install and retain an awning on CP adjacent to the restaurant premises, subject to certain conditions (December 11 2015: AK214988X).

l) Special By-law 46 — Installation of external awnings
Details the requirements for owners wishing to install awnings (April 18 2016: AK395469J).

m) Special By-law 48 — Lot 55 Renovations

Granted retrospective approval for the Major Works undertaken in Lot 55 (registration pending).

Special By-law 121 — Previous Major Work undertaken in various defined Residential Lots

121.1 Introduction

This By-law notes that Major Work has been undertaken on CP by the owners ("You") of several Residential Lots and details the terms and conditions under which authorization has been granted to each Lot owner, allowing them exclusive use of so much of their Major Work within each of their Lots as comprises part of CP.

121.2 Major Work specified

a) The owner of Lot 35 (Unit C7) acknowledges that the following "Major Work" has been carried out in that Lot:
   i) Retiling of entry, powder room, kitchen and laundry;
   ii) Fitting of pantry in original powder room; and
   iii) Fitting of new kitchen and laundry.

b) The owner of Lot 67 (Unit C39) acknowledges that the following "Major Work" has been carried out in that Lot:
   i) Retiling of main bathroom & ensuite including waterproofing with new membrane;
   ii) Conversion of laundry into a pantry;
   iii) Conversion of powder room into a new laundry, retiling, fitting of new toilet;
   iv) Fitting of new kitchen; and
   v) Tiling with soundproofing of all floor areas except bedrooms.

c) The owner of Lot 83 (Unit C55) acknowledges that the following "Major Work" has been carried out in that Lot:
   i) Retiling of main bathroom & ensuite including waterproofing with new membrane;
   ii) Conversion of laundry into a pantry;
   iii) Conversion of powder room into a new laundry, retiling, fitting of new toilet;
   iv) Fitting of new kitchen; and
   v) Tiling with soundproofing of all floor areas except bedrooms.

d) The owner of Lot 86 (Unit C58) acknowledges that the following "Major Work" has been carried out in that Lot:
   i) Replacement of tiles and fittings in main bathroom including waterproofing with new membrane.

e) The owner of Lot 97 (Unit C69) acknowledges that the following "Major Work" has been carried out in that Lot:
   i) Demolition and rebuilding of kitchen;
   ii) Installation of cupboards in the kitchen, lounge room and main bedroom
   iii) Installation of new floating floor with sound insulation; and
   iv) Replacement of tiles in both bathrooms including waterproofing with new membrane.

121.3 Authorisation, Right of Exclusive Use and Responsibility

a) Each owner ("You") has a special privilege to keep and maintain their own Major Work.
b) You have a right of exclusive use and enjoyment of so much of the Major Work that comprise part of the CP on the terms and conditions set out in this By-law.
c) The right of exclusive use and enjoyment granted to you is subject to our being able to obtain access to and the use of any part of that CP required for the purposes of fulfilling any obligation which we may have.
d) You are responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Major Work and, when necessary, renewing or replacing any part of the Major Work.

121.4 Terms & Conditions

a) You must make good any damage to another lot or the CP caused by the Major Work no matter when such damage may become evident.
b) You must notify us when any such damage to another lot or CP caused by the Major Work has been repaired.
c) You acknowledge that you have complied with all statutes, By-laws, regulations, rules and other laws in force which are applicable to the Major Work.
d) You indemnify us against all actions arising out of your Major Work or the altered state or use of CP.

121.5 Breach of this By-Law

a) If you breach any condition of this by-law and fail to rectify that breach within 30 days of written notice from us, then we may:
   i) Rectify any such breach;
   ii) Enter on any part of CP or your Lot for the purpose of rectifying any such breach; and
   iii) Recover as a debt due from you the costs of the rectification together with the expenses we may have incurred in recovering those costs including legal costs on an indemnity basis.

b) Nothing in this clause restricts the rights of or the remedies available to us as a consequence of a breach of this By-law.

Special By-law 122 — Lot 37 (Unit C9) Major Work

122.1 Introduction

This By-law gives the Owner of Lot 37 ("You") special privileges to carry out and retain Major Work on your Lot and CP, as well as exclusive use and enjoyment of CP occupied by your works under certain conditions.

122.2 Works specified

a) The "Major Work" on your Lot and CP covered by this By-law are as follows:
   i) Complete renovation of unit from demolition to fitout, including new flooring, new kitchen, two new bathrooms & new lighting.

b) The following plans and specifications are attached and form part of this By-law:
   i) Scope of works;
   ii) Consulting Engineer's report; and
   iii) Floor plan & layout.

122.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work and give you a special privilege to keep and maintain it on the conditions set out in By-law 115 and this By-law.
b) You have a right of exclusive use and enjoyment of so much of the Major Work that comprises part of CP on the terms and conditions set out in this By-law.
c) We retain the right of access and use of any part of CP affected by your Major Work for the purpose of fulfilling any obligation which we may have under Strata Legislation or any other law.
d) You are responsible at all times for properly maintaining and keeping in a state of good and serviceable repair your Major Work and, when necessary, renewing or replacing any part of your Major Work.

122.4 Terms & Conditions

a) Before commencing Major Work, you must:
   i) provide us a copy of all tradespersons' licences and public liability insurances;
   ii) pay our costs incurred in connection with the preparation, reviewing, passing and registration of this By-law.
b) You must complete your Major Work within the expected time frame and in accordance with the plans and specifications.
c) Your Major Work must be carried out in a competent and proper manner by licensed tradespersons.
d) You must comply with all applicable statutes, By-laws, regulations, rules and other laws for the time being in force.
e) You must minimize disturbance to the peaceful enjoyment of others during your Major Work.
f) You must pay all costs associated with your Major Work and properly maintain them.
g) You must give our nominated representatives access to inspect your Major Work within 48 hours of any request.
h) You must rectify any part of your Major Work that do not comply with the NCC or any applicable Australian Standard at your own cost.
i) You must notify us in writing as soon as your Major Work has been completed.
j) You must restore any damage to other parts of CP or any other Lot caused by your Major Work at your own expense, no matter when such damage may become evident.
k) You indemnify and keep us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of your Major Work, the altered state, condition or use of CP arising from your Major Work or any breach of this By-law.

122.5 Breach of this By-Law

a) If you breach any condition of this By-law and fail to rectify that breach within 30 days of written notice from us, then we may:
   i) Rectify any such breach;
   ii) Enter any part of CP or your Lot, by our agents, employees or contractors in accordance with the Act for the purpose of rectifying any such breach; and
   iii) Recover as a debt due from you the costs of the rectification together with the our expenses incurred in recovering those costs including legal costs on an indemnity basis.
b) Nothing in this clause restricts the rights of or the remedies available to us as a consequence of a breach of this By-law.

WALKERS
BUILDING & CARPENTRY

License No: 217017C / ABN: 60621514207 15 Whimbrel Place WORONORA HEIGHTS 2233 0409 444 415 / walkerscarpentry@live.com

Scope of Works

Project; C9/1-3 McDonald St, Cronulla

Project Manager; Harry Walker

Prepared By; Harry Walker

Date; 01/01/2018

This scope of works is the official description of the work that is to be completed during the contract.

Before commencing any works the surrounding units shall be, with tenants or owners approval inspected to note and list the condition of areas such as the cornices and doorways and tiled areas and also the general condition of the unit to ensure no claims may arise from damage to other property that isn't warranted.

All common areas floor coverings shall be protected from damage during the construction period with the use of plastic adhesive temporary floor covering, building manager to advise of the use of lift protection if available otherwise the use of builders drop sheets to protect the lift walls will take place.

All works will be carried out in strata allocated hours of work. Any loud work with jack hammers will be with care taken to limit the amount of constant use on any one day.

1; The first stage of demolition is to take place with disconnection of services to the kitchen and main bathroom. All appliances are to be removed along with all cupboards and fittings/fixtures. Next all floor and wall coverings such as tiles are to be removed. The use of jack hammers will be required here and will kept to smaller equipment to reduce noise and vibrations throughout job site and surrounding units.

Rubbish created will be carted to the street and removed via skip bin or tip truck. No rubbish is to be stored or stack in common areas for extended period of time.

2;New walls and bulkhead are to be constructed as per plans. Framing is to be fixed to both ceiling and walls and drilling is to be required to achieve this and as such noise and vibrations will occur. When drilling care is to be taken to note where any existing services are located.

3; New services are to be roughed in to accommodate new appliance locations for the kitchen, laundry and bathrooms. Additional fire sprinklers to be roughed in during this stage of works. (Fire company already used by strata is to be engaged to carry out the works). Services include all water, waste electrical and gas.

Thank you for your business

WALKERS
BUILDING & CARPENTRY

4; All new walls are to be sheeted in 10mm gyprock as with the new bulkhead. Any render patch work to existing masonry walls will be carried out at this stage to ensure wall surfaces are prepared for the next stage of works. Plaster on all sheeted walls at joins and corners to be then sanded.

5; Main bathroom is to be fully waterproofed with polyurethane flexible product. One primer coat is applied plus two top coats for a complete seal. All corners and joins are to be sealed with flexible mastic to allow for any building movement. Laundry attached to kitchen area is to be waterproofed at this stage as well.

6; New sand and cement bed in main bathroom shall be screeded and laid with fall to all floor wastes.

7; Floor and all walls in the main bathroom are to be tiled and grouted.

8; Kitchen install shall take place next and is to be by kitchen contractor with plumber and electrician to be co-ordinated to install appliances as cupboards are installed. At this same stage vanity's and laundry cupboards built by joiner will also be installed. All taps and sinks and PC items will be installed at this stage.

9; Main bathroom with have PC items installed and all areas siliconed ready for use.

10; Ensuite is to completely demolished back to bare walls, all rubbish removed.

11; Ensuite is to have waterproofing coats, one primer coat and two top coats and all joins and corners sealed with flexible mastic.

12; Sand and cement bed is to be screeded with fall to both wastes.

13; Tiling in both the kitchen and laundry splash backs will take place as the ensuite walls and floor are completely tiled and grouted.

14; All fittings and fixtures to the ensuite will be fitted and siliconed ready for use.

15; Timber floating floor is to be laid over acoustic underlay throughout the kitchen, dining, lounge and hallway areas. Skirting is to completed at this stage of works as well.

(if kitchen is to sit on top of flooring then it will have to be laid at earlier stage and will be covered with mdf sheeting for protection throughout other stages of works.)

16; New cornices will be installed throughout apartment.

17; Painting will take place at the final stage and will include primer undercoat to all new bare materials and two top coats to the entire unit including doors and jambs and new skirting and cornice.

18;Final clean of unit and common areas at completion will take place with common areas to receive cleaning throughout to ensure areas are kept neat throughout contracted period.

Thank you for your business

CLEMENSEN HOLDINGS PTY. LTD.

CONSULTING STRUCTURAL & CIVIL ENGINEERS

PO BOX 44 JANNALI 2226 EMAIL jens.1@bigpond.com MOBILE 0408-418-115

2017/044

25th February, 2017

Louise Garvan,
Unit 9/ 1- 3 McDonald Street,
CRONULLA NSW 2230

Re:- Alterations to residential Unit 9/ 1- 3 McDonald Street, Cronulla.

Dear Louise

We have inspected the above mentioned Unit and in this commercial / unit complex as requested. This well maintained, modern 9 storey high rise commercial / residential unit building was constructed approximately fifteen years ago.

The building is essentially a concrete framed structure, with non-load bearing infill brickwalls. Unit 9 is located on the first floor of this commercial / residential unit complex.

The following alterations are proposed :-

a) Remove the brickwalls enclosing the kitchen, this also includes the two storage cupboards at either end of the kitchen.

As a result of our investigations we believe that the proposed new works can be safely achieved by carrying out the following the work procedure set out below :-

i) Engage an electrician to disconnect any electrical wiring in the brickwalls being removed.
ii) Engage a plumber to disconnect and / or re-locate any new or old plumbing works.
iii) Saw cut and remove the brickwalls.
iv) Do not stockpile the brick rubble on the floor slab.
v) Make good cement rendered brickwork and repaint walls and ceilings as required.
vi) Under no circumstances may an existing concrete column, concrete wall or floor slab be removed, partly removed, drilled, cut or chased into.

The proposed new building works are clearly non-structural. This new works will not adversely affect the structural integrity of this unit or the unit complex as a whole.

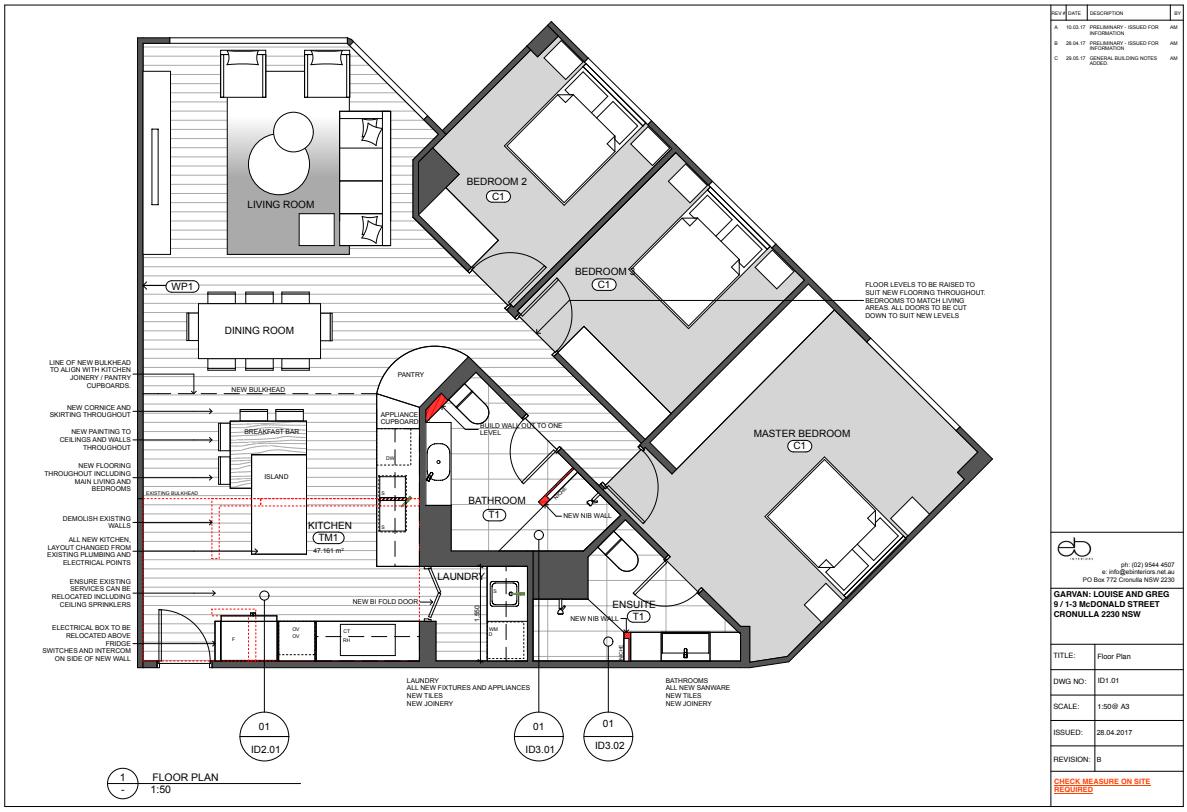
We trust this is satisfactory, should you have any further queries please contact the undersigned.

Yours faithfully

Jens Clemensen

Jens Clemensen
Director

Clemensen Holdings Pty. Ltd.
Incorporated Sydney
Jens Clemensen B.E. M.I.E. C.P.Eng. Director
A.B.N.71 137 438 012



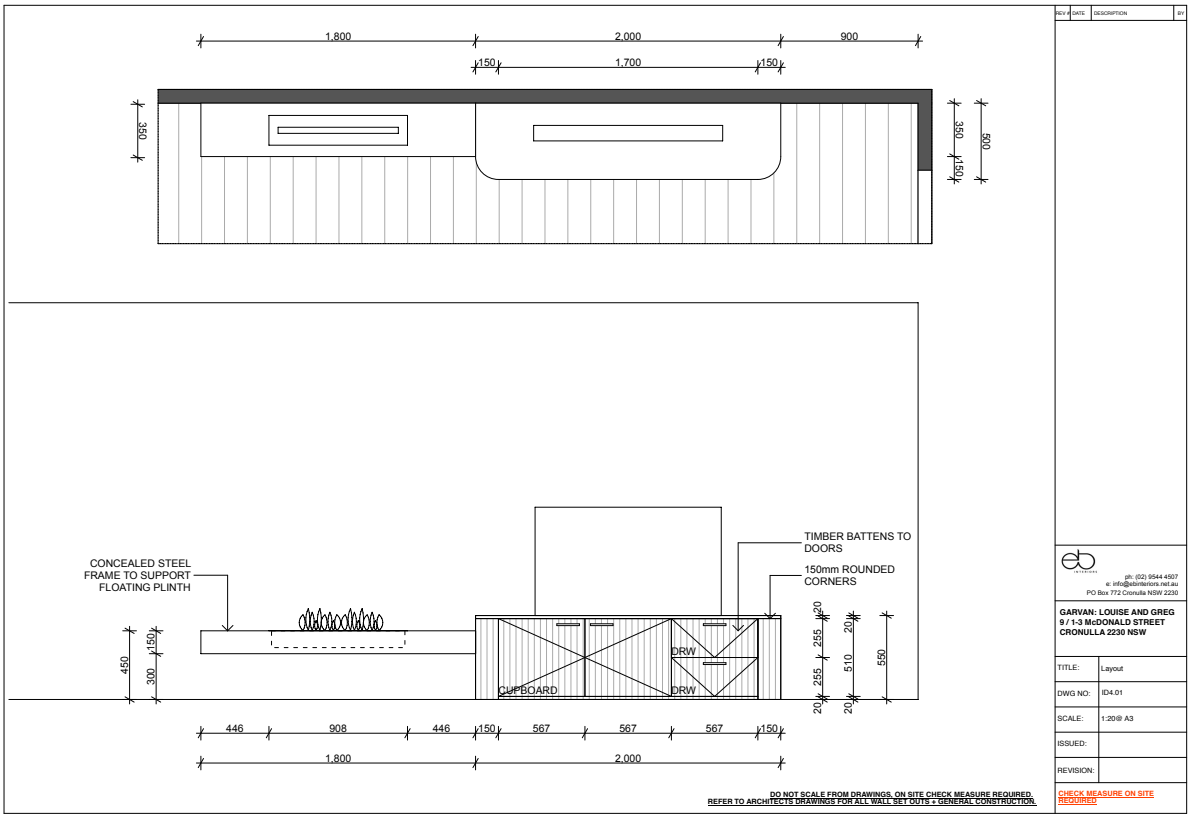
REV #	DATE	DESCRIPTION	BY
A	10.03.17	PRELIMINARY - ISSUED FOR INFORMATION	AM
B	28.04.17	PRELIMINARY - ISSUED FOR INFORMATION	AM
C	29.05.17	GENERAL BUILDING NOTES ADDED.	AM

ph: (02) 9544 4507
e: info@abinteriors.net.au
PO Box 772 Cronulla NSW 2230

GARVAN: LOUISE AND GREG
9 / 1-3 McDONALD STREET
CRONULLA 2230 NSW

TITLE:	Floor Plan
DWG NO:	ID1.01
SCALE:	1:50@ A3
ISSUED:	28.04.2017
REVISION:	B

CHECK MEASURE ON SITE REQUIRED



DO NOT SCALE FROM DRAWINGS. ON SITE CHECK MEASURE REQUIRED.
REFER TO ARCHITECTS DRAWINGS FOR ALL WALL SET OUTS + GENERAL CONSTRUCTION.

REV #	DATE	DESCRIPTION	BY

ph: (02) 9544 4507
e: info@abinteriors.net.au
PO Box 772 Cronulla NSW 2230

GARVAN: LOUISE AND GREG
9 / 1-3 McDONALD STREET
CRONULLA 2230 NSW

TITLE:	Layout
DWG NO:	ID4.01
SCALE:	1:20@ A3
ISSUED:	
REVISION:	

CHECK MEASURE ON SITE REQUIRED

Special By-law 123 — Lot 45 (Unit C17) Major Work

123.1 Introduction

This By-law notes that Major Work has been and will be undertaken by the owner of Lot 45 ("You") on your Lot and CP and details the terms and conditions under which authorization has been granted for you to carry out and retain that Major Work, as well as exclusive use and enjoyment of CP occupied by your work.

123.2 Major Work specified

a) You acknowledge that the following "Major Work" has already been carried out on your Lot and CP and is covered by this By-law:
    i) Fitting of new kitchen and laundry.
b) You further acknowledge the following Major Work to be undertaken on your Lot and CP:
    i) Demolition and replacement of two bathrooms.

123.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit you to undertake the Major Work and give you a special privilege to keep and maintain it on the conditions set out in By-law 115 and this By-law.
b) You have a right of exclusive use and enjoyment of so much of the Major Work that comprises part of CP on the terms and conditions set out in this By-law.
c) We retain the right of access and use of any part of CP affected by your Major Work for the purpose of fulfilling any obligation which we may have under Strata Legislation or any other law.
d) You are responsible at all times for properly maintaining and keeping in a state of good and serviceable repair your Major Work and, when necessary, renewing or replacing any part of your Major Work.

123.4 Terms & Conditions

a) Before commencing Major Work, you must:
    i) provide us a copy of all tradespersons' licences and public liability insurances;
    ii) pay our costs incurred in connection with the preparation, reviewing, passing and registration of this By-law.
b) You must complete your Major Work within the expected time frame and in accordance with the plans and specifications.
c) Your Major Work must be carried out in a competent and proper manner by licensed tradespersons.
d) You must comply with all applicable statutes, By-laws, regulations, rules and other laws for the time being in force.
e) You must minimize disturbance to the peaceful enjoyment of others during your Major Work.
f) You must pay all costs associated with your Major Work and properly maintain them.
g) You must give our nominated representatives access to inspect your Major Work within 48 hours of any request.
h) You must rectify any part of your Major Work that do not comply with the NCC or any applicable Australian Standard at your own cost.
i) You must notify us in writing as soon as your Major Work has been completed.
j) You must restore any damage to other parts of CP or any other Lot caused by your Major Work at your own expense, no matter when such damage may become evident.
k) You indemnify and keep us indemnified against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against us arising out of your Major Work, the altered state, condition or use of CP arising from your Major Work or any breach of this By-law.

123.5 Breach of this By-Law

a) If you breach any condition of this By-law and fail to rectify that breach within 30 days of written notice from us, then we may:
    i) Rectify any such breach;
    ii) Enter any part of CP or your Lot, by our agents, employees or contractors in accordance with the Act for the purpose of rectifying any such breach; and
    iii) Recover as a debt due from you the costs of the rectification together with the our expenses incurred in recovering those costs including legal costs on an indemnity basis.
b) Nothing in this clause restricts the rights of or the remedies available to us as a consequence of a breach of this By-law.