Special By-law 125 — Major Work permitted to be undertaken in Residential Lots 31, 35, 43 & 72

125.1 Introduction

This By-law gives the Owners of Lots 31, 43 &72 ("You") special privileges to carry out and retain Major Work on their Lots and CP, as well as exclusive use and enjoyment of CP occupied by their works under certain conditions.

125.2 Major Work specified for each Lot

a) The owner of Lot 31 (Unit C3) acknowledges that the following Major Work on that Lot and CP covered by this By-law is as follows:
   i) Removal of a non-structural kitchen wall and replacement of the kitchen;
   ii) Removal of gyprock ceilings in lounge, dining and kitchen areas; and
   iii) Remodelling main bathroom and ensuite.

b) The owner of Lot 35 (Unit C7) acknowledges that the following Major Work on that Lot and CP covered by this By-law is as follows:
   i) Remodelling main bathroom, replacing original bath/shower with walk-in shower.

c) The owner of Lot 43 (Unit C15) acknowledges that the following Major Work on that Lot and CP covered by this By-law is as follows:
   i) Replacement of balcony sliding doors and fixed glass panels.

d) The owner of Lot 72 (Unit C44) acknowledges that the following Major Work on that Lot and CP covered by this By-law is as follows:
   i) Renovation of the main & ensuite bathrooms.

125.3 Authorisation, Right of Exclusive Use and Responsibility

a) We permit each owner ("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.

125.4 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.

125.5 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 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.

MOTION 28

Special By-law 126 — Requirements for Commercial Lots

126.1 Applicability & Intent

a) This by-law is only applicable to Commercial Lots.
b) The purpose of this by-law is to assist Commercial Lot owners and occupants to operate strong businesses, and to develop a strong social commitment to overcome any potential adverse impact from their activities caused by noise, odour, grease, appearance, security, safety, general amenity, cleaning costs, damage to CP and other Lots, reduced value of any Lot or loss of potential revenue.

126.2 General conditions

a) You must notify us immediately if the use of your Lot changes in a way likely to affect the insurance premiums for our property.
b) You must not use your Lot for any purpose other than the commercial purpose approved by Council.
c) You must ensure that your Lot is not occupied by more persons at any time than are allowed by any law or licence to do so.
d) You must not permit any noise, odour or smoke likely to cause a nuisance or hazard, or interfere with the peaceful enjoyment of others, to be generated in or escape from your Lot or any part of the CP adjacent to that Lot over which you exercise control.
e) You must ensure that any garage or parking space forming part of your Lot is used only for the purposes permitted by Council.
f) You must not use CP electricity for any activity related to your Lot.

126.3 Lot owner's obligations

a) You must enter into a licence agreement with us as detailed below.
b) You must ensure all By-laws, conditions of Development Consent and Building Consent, and licence conditions are complied with at all times by the occupant of your Lot, all personnel employed within, and all visitors.
c) As it your obligation to ensure the above, any breach of the By-laws will be deemed to be a failure of compliance on your own part.

126.4 Exhaust system

a) You must ensure that your Lot has a fully functioning exhaust system which meets the following criterion:
    i) has our approval prior to installation;
    ii) is of suitable design and capacity for your use;
    iii) incorporates appropriate smoke, grease and odour filtration which must be contained as far as practicable within your Lot;
    iv) the roof top components are below the height of the parapet, securely mounted, as silent as possible and painted to match the roof colour;
    v) is operated in accordance with the manufacturers' instructions;
    vi) complies with the requirements of all authorities and all laws;
    vii) complies with any applicable Australian Standards including AS1668 Parts 1 & 2; and
    viii) complies with the the fire safety requirements detailed in the AIRAH Technical Bulletin 2016.
b) Under the conditions of this by-law, you have exclusive use of the CP occupied by your exhaust system.
c) You must ensure that your exhaust system including the ductwork is regularly cleaned and serviced by an appropriately licensed and qualified contractor.
d) You must properly maintain your exhaust system, keeping it in a state of good and serviceable repair and renewing or replacing it when necessary.
e) Except in an emergency, you must give us seven days advance notice before any rooftop activity for installation, cleaning, maintenance or upgrade of your rooftop equipment.
f) Except in an emergency, we will only permit such rooftop access from 0600–1800 weekdays.
g) You must ensure that all discarded equipment or superfluous materials or items are removed at the time of your rooftop activity and the area left clean.
h) Each time your exhaust system is serviced, or upon our request, you must provide us documentation from your contractor within seven days certifying that such cleaning and maintenance has been carried out and that you are complying with all the requirements of this clause.
i) You must ensure that your exhaust system does not cause any nuisance by:
    i) producing any noise above the ambient noise level;
    ii) producing any vibration which is transmitted through CP to be detectable in any residential Lot;
    iii) does not emit offensive odours, particulate matter or smoke; and
    iv) does not drop or deposit any solid matter on the rooftop or other CP.
j) You must comply with our reasonable requests concerning the operation, use, maintenance and repair of your exhaust system, including its necessary temporary disconnection for CP repairs or replacement.
k) In the event of breakdown or malfunction of your exhaust system which prevents it from operating in accordance with the conditions of this By-law, you must cease any cooking activity within your Lot until such time as your exhaust system is returned to full operation.
l) You must not replace, upgrade, modify or add to your exhaust system without our approval.

MOTION 29

126.5 Grease trap

a) Under the conditions of this clause, you have use of the CP occupied by the grease trap which collects drain waste from your Lot.
b) In the event your Lot shares its grease trap with another Lot, both Lots share responsibility and cost for the management of the grease trap in the proportion determined by the relevant waste authority.
c) You are responsible to ensure your grease trap is used, maintained, pumped out and cleaned on schedule as required by the relevant waste authority and as we may reasonably direct, and that any impact on CP is minimized.
d) You are responsible for keeping the drain lines from your Lot to your grease trap clean and free of debris which might cause obstruction.
e) You must ensure that your grease trap does not emit offensive or toxic odours.
f) You must comply with our reasonable requests concerning the operation, use, maintenance and repair of your grease trap.

126.6 Licence Fee

a) By virtue of your use of CP essential for the operation of the business in your Lot (namely by penetration and mounting of your rooftop exhaust, and your grease trap usage) you undertake to enter into a licence agreement with us.
b) Your licence fee will be set at January 1 2018 as follows:
    (i) Lots 1, 12 & 21: $6000 + GST per annum
    (ii) Lots 2, 3, 4 & 5: $4000 + GST per annum
c) You must pay us the licence fee quarterly.
d) We will provide you a tax invoice before your licence fee becomes due on 1 January, 1 April, 1 July and 1 October each year.
e) We will review the licence fee each 1 January, such amount calculated by multiplying the existing licence fee by the following simple fraction:

$$\frac{A}{B}$$

where:
    A = the CPI for the quarter ending immediately before that review; and
    B = the CPI for the quarter ending immediately before 1 January 2018 (in the case of the first review) or the date of the last review (in the case of subsequent reviews).
f) If the rate of GST changes, the amount of the licence fee payable by you will likewise increase or decrease.
g) The commercial licence fee may be allocated towards the special management, and general improvement of CP in the vicinity of the commercial areas, including;
    i) exchange mat hire for CP hallways;
    ii) extra odour control for the grease traps and B2 area; and
    iii) regular pest control in your Lot including your garage and store rooms for which we require access.
h) The funds collected will not be expended on items which are your responsibility under the terms of this or other By-laws, or the conditions of your lease.

MOTION 29

126.7 Indemnity

a) You must indemnify us against any possible action resulting from your commercial activities (specifically including CP which may be traversed by your visitors) by obtaining all relevant insurances including public liability for no less coverage than our own policy.
b) You must provide a Certificate of Currency within ten days of both renewal of your policy or following our request at any other time.

126.8 Use of CP

a) You must not occupy, use, make any installation or conduct any business activity on any part of CP without our approval before seeking the required permits from relevant authorities.
b) You must keep the CP located between the frontage of your Lot and Peryman Place in respect of Lots 1, 2, 3, 4 & 5 and Gerrale Street in respect of Lots 12 & 21 clean to a high standard. This includes the exclusive use area granted to your Lot, and the glass balustrading on our boundary.
c) You must ensure that all personnel employed or otherwise involved in the commercial use of your Lot do not loiter on or adjacent to CP nor use the Secured CP for any purpose other than is required for the conduct of your business.
d) You must ensure that no patron of your business enters Secured CP except when absolutely necessary, and then they must be accompanied by a Commercial Lot staff member.
e) You must not permit any visitor attending your Lot to use any CP facilities other than the CP toilets located on B2 in accordance with the terms and conditions we may specify.
f) You must immediately repair any CP damage, or clean up any soiling of CP which in our reasonable opinion was caused in any manner by the use of your Lot.

126.9 Garbage Disposal

a) We do not provide a CP area suitable for the storage of garbage, trade waste including spent cooking oil, exchange crates or recyclable materials generated by your Lot.
b) You must provide your own waste containers, and maintain them in a clean and odour-free state within your Lot.
c) You must not leave your waste containers on CP at any time.
d) You are permitted to wash your bins in the Car Wash Bay, but you must remove all rubbish or detritus and leave the Car Wash Bay clean when you have finished.
e) You must comply with all our directions or those of Council as to the use and location of garbage and trade waste bins and their removal, including the suitable times for collection.

126.10 Noise

You must not create or permit the creation of noise from any equipment installed in your Lot or on CP and servicing your Lot or from any commercial activity including cleaning within your Lot or on CP that is audible within any residential Lot between the hours of 2130 – 0700 Monday to Friday, or 2130 – 0800 Saturday, Sunday & public holidays.

MOTION 29

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.

MOTION 29

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.

MOTION 29

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

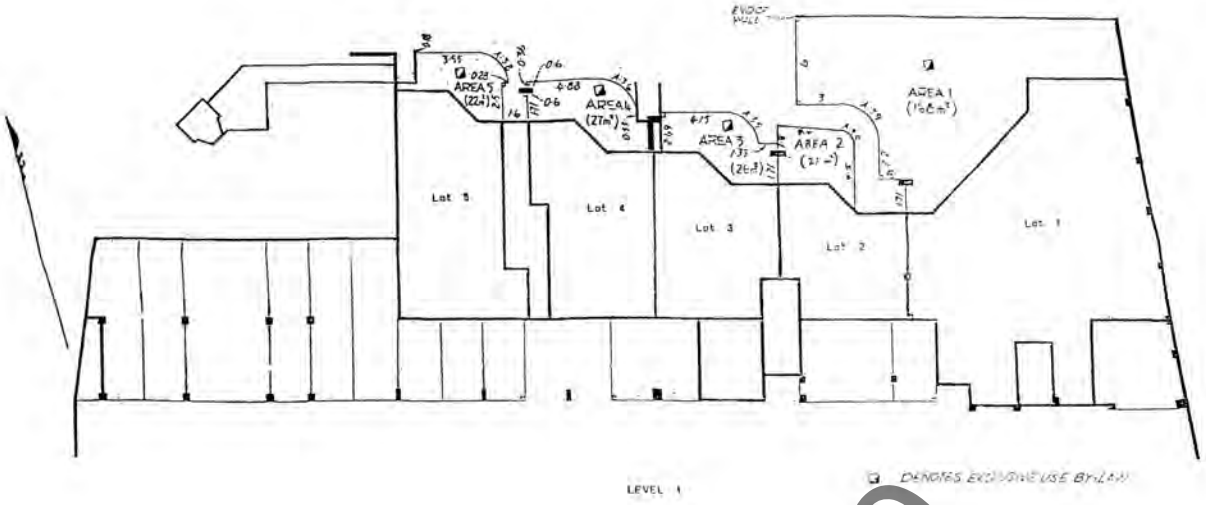
The proprietor for the time being of the lots the numbers of which appear in the first column of the Schedule to this by-law and their successors in title and persons authorised by those proprietors ("Authorised Users") are entitled to exclusive use and enjoyment of the common property the designation 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

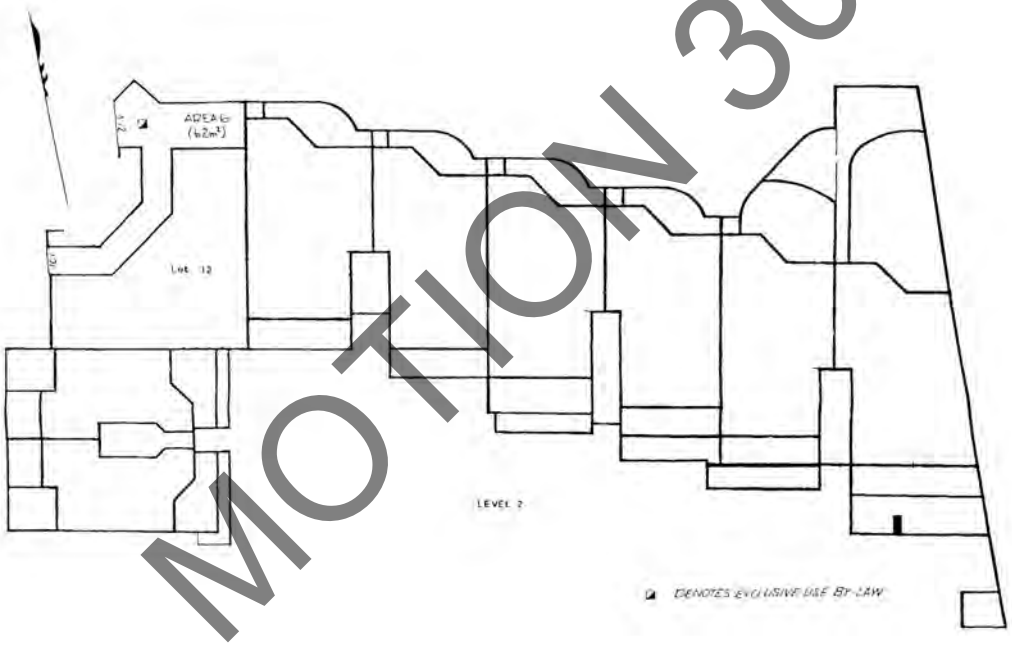
First Column Lot Numbers	Second Column Common Property Areas Open Area
1	1
2	2
3	3
4	4
5	5
12	6
21	7

MOTION 30



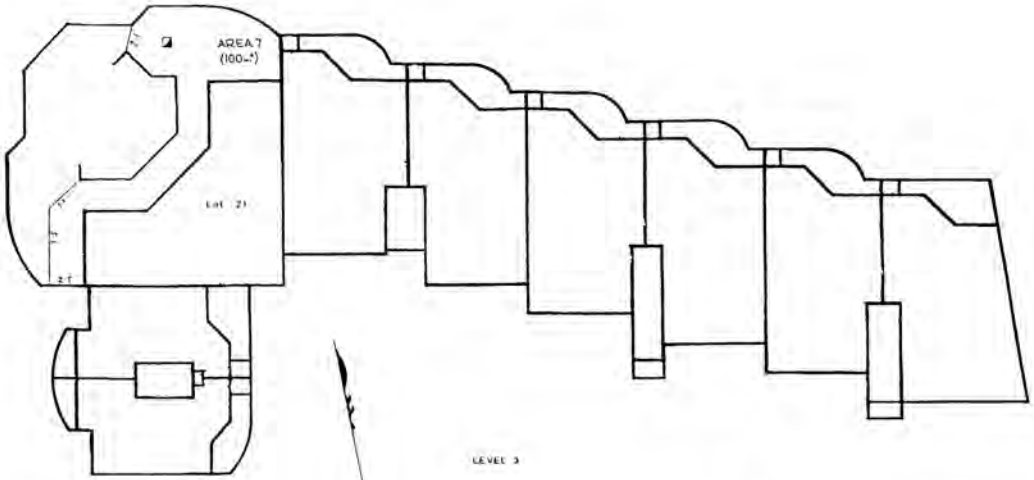
LEVEL 1

DENOTES EXCLUSIVE USE BY-LAW



LEVEL 2

DENOTES EXCLUSIVE USE BY-LAW



LEVEL 3

DENOTES EXCLUSIVE USE BY-LAW

MOTION 30

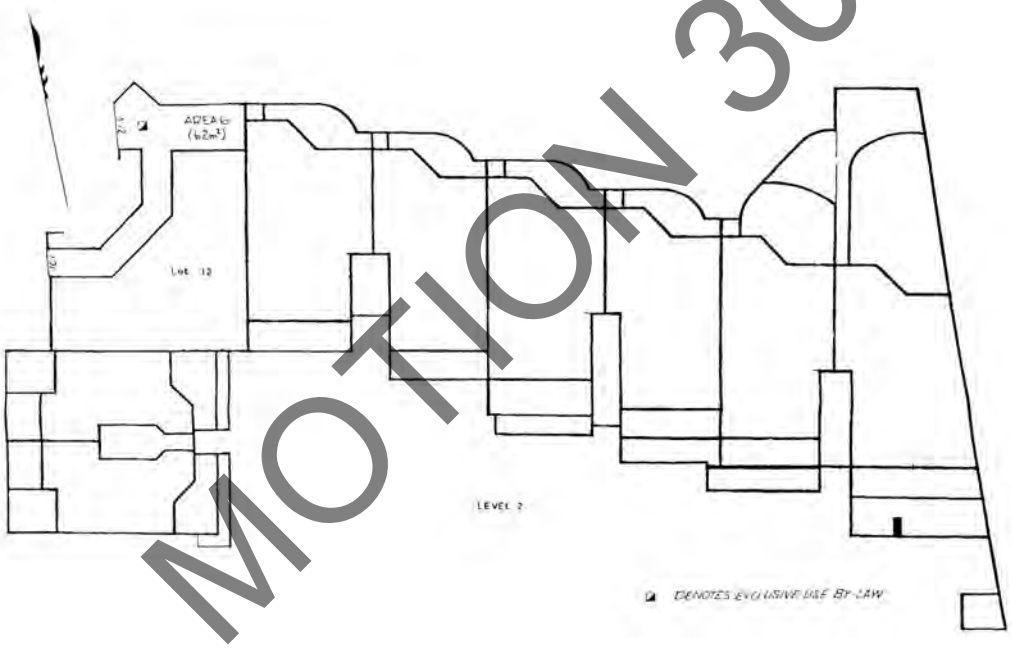
Special By-law 21 — Lot 21 exclusive use area (August 1 1996: 2372187Y)

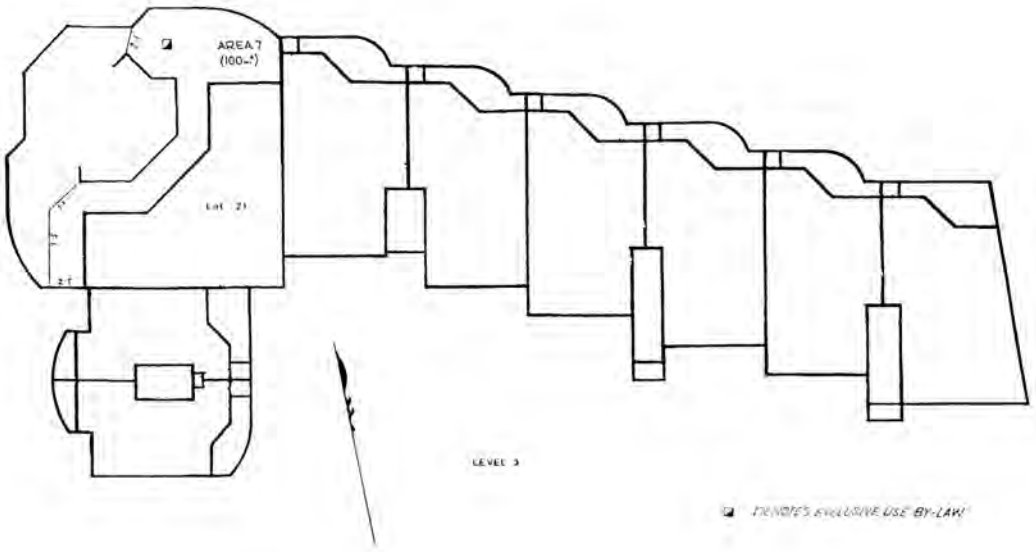
The Proprietor for the time being of Lot 21 and their successors in title and persons authorised by those Proprietors ("Authorised Users") are entitled to exclusive use and enjoyment of that part of the common property designated in the Plan annexed hereto and forming part of this By-Law ("open area") 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.

MOTION 30

MOTION 30


AREA 6
(62m²)
Lot 12
LEVEL 2
DENOTES EXCLUSIVE USE BY-LAW


AREA 7
(100-²)
Lot 21
LEVEL 3
DENOTES EXCLUSIVE USE 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

iii) 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.

iv) 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.

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

Documentation

vi) 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.

vii) 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

viii) 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

ix) 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

x) 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

xi) 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

xii) 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

xiii) 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

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

Liability

xv) 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

xvi) 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.

xvii) 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

xviii) The Glazing Works shall be done:
   a) in a proper and workmanlike manner and by duly licensed contractors; and

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b) in accordance with the drawings and specifications (if any) approved by the local Council and Owners Corporation.

Statutory Directions

xix) 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

xx) 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

xxi) 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.

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

Owners Fixtures

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

xxiv)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

xxv) 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.

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