26 March 2026

Strata Plan 22906 - Strata By-Laws – The Watertower, 1 Marian St, Redfern

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1 Notices, Consents, Complaints, Rules and Policies

1.1 Notices

(a) Any notice, demand, approval, request, or communication under this instrument must be in writing.

(b) For the avoidance of doubt, the Owners Corporation may serve notices under this instrument or under the Strata Schemes Management Act (NSW) 2015 (to the extent permitted by the Strata Schemes Management Act (NSW) 2015) by email or other electronic means of communication.

1.2 Consents by the Owners Corporation

(a) Consent by the Owners Corporation may be given on conditions, and the Owner obtaining the consent must comply with those conditions.

(b) The Owners Corporation may revoke its consent (acting reasonably) at its discretion.

(c) The operation of By-Law 1.2 is subject to specific rights conferred under any other By-Law.

1.3 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Secretary.

1.4 Owners Corporation may make Rules and Policies

(a) In addition to its powers under the Strata Schemes Management Act (NSW) 2015 and under other By-Laws, the Owners Corporation has the power under By-Law 1.4 to make rules and policies about the control, management, operation, use and enjoyment of the Building generally and Common Property or a part of it.

(b) The Owners Corporation may vary Rules and Policies at any time.

(c) If a Rule or Policy is inconsistent with the Strata Schemes Management Act (NSW) 2015, any By-Law or a requirement of an Authority, the Strata Schemes Management Act (NSW) 2015, the By-Law or the requirement of an Authority prevails to the extent of the inconsistency.

(d) Rules and polices bind an Owner and Occupier and any visitor to the building.

(e) Rules and policies are published on The Watertower website.

1.5 Notice Board

The Owners Corporation must provide a notice board to be affixed and visible adjacent to the lobby entrance of the common property.

2 Use of Lot

2.1 Residential use

(a) An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot.

(b) Without limiting clause (a), the following changes of use must be notified:

(1) A change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot or results in the Lot being used for commercial or industrial purposes rather than residential purposes);

(c) The notice must be given in writing at least 21 days before the change occurs.

(d) Nothing in this By-Law should be construed as authorising any Owner or Occupier of any Lot to change the use of their Lot. Any change of use of a Lot must be approved in writing by the Owners Corporation, City of Sydney Council, where applicable, and any other relevant Authority.

2.2 Restrictions on leasing and occupancy generally

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

(b) The owner or occupier of a Lot must ensure that more persons do not occupy the Lot than are allowed by law to occupy the Lot.

2.3 Use of car parking area

(a) A Lot's car park area must be used only for:

(1) Parking a Vehicle related to residence in that Lot; or

(2) parking a Vehicle authorised by an occupant of that Lot, or

(3) used as an area for storage.

(b) Bicycles must be parked in a bike rack provided by the Owners Corporation.

(c) Motor scooters/cycles may only be parked in a common area within the car parking area, subject to approval by the Owners Corporation.

(d) The washing of vehicles is prohibited in the car parking area.

2.4 Use of bicycle room

(a) An occupant may park a bicycle in the bicycle room subject to application to and written approval by the Owners Corporation.

3 Standing and Parking vehicles

3.1 On Common Property

(a) An Owner or Occupier must not stand or park any Vehicle on Common Property except with the prior approval of a Strata Committee member or the Building Manager.

4 Obstruction of Common Property

An owner or occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

5 Plants on Common Property

5.1 Common Garden

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, damage any lawn, garden, tree, shrub, plant, or flower on Common Property.

5.2 Private Pot Plants

(a) An Owner or Occupier may use a portion of the Common Property for their own purposes as a garden including placing private pot plants on Common Property, subject to:

(1) Obtaining prior approval of the Owners Corporation, and

(2) complying with the terms and conditions of the *Private Pot Pl*ant policy published on The Watertower website.

(b) The Strata Committee reserves the right to remove any pot plant that is not approved or maintained by its owner in terms of the *Private Pot Plant policy* published on The Watertower website.

6 Damage to Common Property

6.1 Not to cause damage

(a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.

(b) An Owner or Occupier must immediately inform the Owners Corporation upon becoming aware of any material damage or a significant incident in the Premises or in the Common Property.

6.2 Security, decorations, painting etc.

Subject to By-Laws 6.3 and 6.3(b), this By-Law 6 does not prevent an Owner or person authorised by an Owner from:

(a) Installing any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(b) installing any screen or other device to prevent entry of animals or insects on the Lot;

(c) installing any structure or device to prevent harm to children within the Owner's Lot;

(d) installing any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot; or

(e) painting, staining, or polishing the internal surfaces of the walls in the Owner's Lot.

6.3 Security devices

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

(b) By-Law 6.2 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.

6.4 Owner to maintain and repair Common Property

The Owner of a Lot must:

(a) Maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure, or device referred to in By-Law 6.2 that forms part of Common Property and that services that Lot; and

(b) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure, or device referred to in By-Law 6.2 that forms part of Common Property and that services that Lot.

7 Behaviour of Owners and Occupiers

7.1 Noise

An Owner or Occupier of a Lot, and each Invitee of an Owner or Occupier of a Lot, must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Common Property.

7.2 No offensive behaviour

While within the Building, an Owner or Occupier and each Invitee of an Owner or Occupier must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any other person lawfully in the Building or using Common Property.

7.3 No smoking

An Owner or Occupier of a Lot and each Invitee of an Owner or Occupier of a Lot must not:

(a) Smoke tobacco or any other substance while on Common Property or on Car Park Lots;

(b) drop, throw, or leave any refuse from smoking, including without limitation any butt or match on Common Property or on Car Park Lots; or

(c) cause or allow smoke from tobacco or any other substance to enter the Common Property or another Lot.

7.4 Children

(a) An Owner or Occupier must not permit any child under the age of 16 of whom the Owner or Occupier has control to be or remain on Common Property within the Building unless accompanied by an adult exercising effective control, including:

(1) The designated pool area unless under adult supervision;

(2) the car parking area;

(3) gym or sauna;

(4) Common Property walkways with balconies; or

(5) any other area of possible danger or hazard to children.

7.5 Swimming Pool and Pool Area

(a) An Owner or Occupier, or any Invitee of an owner or occupier of a Lot, is not permitted to:

(1) Enter or allow use of the pool area outside 6am to 11pm Monday to Saturday and 8am to 11pm on Sundays and public holidays;

(2) engage or allow running or diving or bombing;

(3) create or allow any noise likely to interfere with the peaceful enjoyment of any other person;

(4) use or allow language or behaviour likely to cause offence or embarrassment to any other person;

(5) engage or allow behaviour likely to result in damage to Common Property or injury to oneself or any other person; or

(6) use or allow glasses or glass bottles in this area.

(b) An Owner or Occupier of a Lot, or any Invitee of an owner or occupier of a Lot must:

(1) Minimise noise in the pool area and when walking to and from the amenities areas;

(2) be adequately clothed at all times;

(3) accompany and actively supervise children under the age of 16 years;

(4) return furniture to the correct position and leave the area clean and tidy;

(5) clean the BBQ after use; and

(6) comply with rules and use of the pool and the pool area as displayed in the pool area.

7.6 Gym and Sauna

(a) An Owner or Occupier of a Lot, or any Invitee of an owner or occupier of a Lot is not permitted to:

(1) Enter or allow use of the gym outside of the hours 6am to 9pm Monday to Friday and 9am to 9pm Saturdays, Sundays, and Public Holidays;

(2) allow non-resident friends or relatives to use the gym/sauna facilities; or

(3) allow children under the age of 16 to use the gym/sauna facilities.

(b) An Owner or Occupier of a Lot, or any invitee of an owner or occupier of a Lot must comply with the rules, conditions and use and care of the gym equipment as displayed in the gym and sauna areas.

8 Waste Disposal

8.1 Depositing waste and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any waste, dirt, dust or other material or discarded item except with the prior approval of, or as directed by, the Owners Corporation.

8.2 Method of disposal

An Owner or Occupier must:

(a) Comply with all requirements of the Owners Corporation or any Authority in respect of the disposal and recycling of waste;

(b) drain and securely wrap all waste and place it in the appropriate receptacle in the garbage room;

(c) safely and securely wrap all broken glass before placing it in the appropriate receptacle in the garbage room;

(d) drain and clean bottles and make sure they are not broken before placing them in the appropriate receptacle in the garbage room;

(e) separate the recyclables and leave recyclable garbage in the designated areas;

(f) flatten cartons or boxes before placing in the appropriate receptacle;

(g) consult the Building Manager, or where the Building Manager is unavailable, a member of the Strata Committee about the disposal of material or liquids that are poisonous or environmentally dangerous;

(h) not leave waste on Common Property other than in the appropriate area in a garbage room or in the appropriate receptacle, and promptly remove anything which the Owner or Occupier may have spilled in the garbage room or receptacles and take such action as may be necessary to clean the area within which that thing was spilled; and

(i) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

8.3 Waste associated with Major Works and Minor Works

Despite By-Law 8.2, the Owner or Occupier must:

(a) Arrange for the removal of all waste associated with either Major Building Work or Minor Building Work, or both, and must not leave any waste associated with either Major Building Work or Minor Building Work, or both, in the Common Property, including the garbage room.

(b) Comply with the terms and conditions of the *Renovations and Air-Conditioning Installation applications* policy published on The Watertower website.

9 Cleaning Windows and Doors

9.1 Cleaning of glass surfaces

Except in the circumstances referred to in By-Law 9.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

9.2 Owners Corporation obligations

The Owners Corporation is responsible for cleaning when it deems it necessary to do so all exterior surfaces of glass in windows that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

9.3 Access

The Owners and Occupiers of a Lot must give the Owners Corporation, its agents, employees, and contractors access to the Lot for carrying out work under this By-Law. The Owners Corporation must, wherever reasonably possible give to the Occupiers of a Lot prior notice before entering the Lot (except in the case of an emergency when no notice is necessary).

10 Storage of Inflammable Liquids and Other Substances and Materials

10.1 Approval required if inflammable

An owner or occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical liquid or gas or other inflammable material.

10.2 Exceptions for domestic purposes

This By-Law does not apply to chemicals, liquids, gases, or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas, or other material in a fuel tank of a motor vehicle or internal combustion engine.

11 Moving Furniture and Other Objects on or through Common Property

11.1 Moving furniture and goods in and out

(a) An owner, occupier, tenant, or agent must comply with the *Terms and Conditions of the Moving In / Out Policy* published on The Watertower website.

(b) An owner, occupier, tenant, or agent may not move furniture and goods in and out through the foyer area using the front glass door entrance or the Marian Street car park entrance, unless prior approval from a member of the Strata Committee or the Building Manager has been obtained.

11.2 Damage liability

(a) Owners, occupiers, tenants, or agents are liable for any damage caused to Common Property by themselves or by their contractors and removalists.

(b) Where Common Property damage is subject to an Owners Corporation insurance claim, then the owner, occupier, tenant, or agent liable for such damage is liable for the non-claimable insurance excess amount.

12 Keeping of Animals

12.1 Keeping of Animals

An Owner or Occupier is permitted to keep the following within their Lot without prior approval of the Owners Corporation:

(1) A maximum of two dogs;
(2) A maximum of two cats;
(3) A maximum of two caged birds; and
(4) Fish in a secure aquarium.

12.2 Conditions for Keeping Animals

An Owner or Occupier that keeps an animal on their Lot:

(a) Must ensure that the animal is at all times kept under control and usually within the confines of its Lot;

(b) Must carry the animal when the animal is on any part of the Building other than its Lot or ensure that the animal is appropriately tethered and under their control;

(c) Must not permit the animal to remain in any part of the Building other than its Lot except for the time necessary for the animal to transit directly between their Lot and the exterior of the Building:

(d) Must not allow the animal to enter, or remain in, the swimming pool and garden area, or adjacent gym, sauna and bathroom, at any time;

(e) Is liable to other Owners and Occupiers and to any person lawfully using Common Property for:

(1) any noise caused by the animal which is disturbing to an extent which is unreasonable; and

(2) damage to or loss of property or injury to any person caused by the animal;

(f) Is responsible for promptly cleaning up after the animal if it has disturbed or soiled any part of the Building;

(g) Must maintain the health and hygiene of the animal to prevent the spread of communicable diseases and pests to other animals and people in the Building; and

(h) Must, if in the opinion of the Strata Committee (acting reasonably) the Owner or Occupier is not complying with By-Laws 12.1 and 12.2 and the Strata Committee so requires, permanently remove the animal from the Building.

12.3 Exceptions

This By-Law 12:

(a) Applies to an Owner, Occupier, and visitors to the Building;

(b) Does not allow a dog, that is prohibited under Section 55 of the Companion Animals Act (NSW)1988, (*Restricted Dog Law*) to be kept or brought into the Building.

13 Appearance of Lot

13.1 Externally visible items

(a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) Owners and Occupiers of terraces must not, except with the prior approval of the Owners Corporation and any relevant Authority, install umbrellas, shade structures or any other devices that protrude above the parapet.

(c) An Owner or Occupier must not install any fixed or permanent awning or other sun or weather shading device to the exterior to the Lot.

13.2 Hanging of washing and other items

An Owner or Occupier must not hang any washing, towel, bedding, clothing, banner, sign, or other similar articles on:

(a) Common Property;

(b) Over balcony railings;

(c) On any part of a Lot in such a way as to be visible for an extended period of time from the building or visible from recreational common areas.

13.3 Windows and glass doors

An Owner or Occupier must not, without the prior approval of the Owners Corporation, affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any balcony or terrace forming part of a Lot (this does not include any curtain, blind or shutter).

13.4 Balconies and terraces

An Owner or Occupier:

(a) Must keep all internal gardens and balconies clean, tidy, and well maintained; and

(b) must not place any item on the balcony or terrace that would pose a climbing hazard.

13.5 Transmission devices

An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, install in the Building any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

13.6 Electronic and Wireless Interference

An Owner or Occupier must not operate from the Building any radio, transmitter, receiver, telecommunications device, or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use in the Building.

14 Carrying out Cosmetic Work or Minor Renovations – Additional Provisions

14.1 Carrying out Cosmetic works (section 109)

Lot owners must comply with the Owners Corporation's *Renovation Works rules, policies, conditions, and procedures* published on The Watertower website.

14.2 Minor Renovations by Owners (section 110)

(a) Owners Corporation approval is required, and the proposed works must comply with the Owners Corporation's *Renovation Works rules, policies, conditions, and procedures* published on The Watertower website

(b) Additional work that is to be a minor renovation for this section shall include:

(1) Internal waterproofing within an owner's Lot.

(2) Internal sound proofing within an owner's Lot.

(3) Replacement of or re-configuration of ceilings and mezzanine floors within an owner's Lot, subject to:

i. no detrimental impact to the structural integrity of the Lot or adjoining Lots or Common Property, and

ii. compliance with relocation and/or installation requirements of automatic fire system sprinklers

(4) Replacement of, or reconfiguring of services including plumbing within an owner's Lot, subject to no detrimental impact to the safety or services to adjoining Lots or Common Property.

14.3 Strata Committee Delegation

The Owners Corporation delegates its functions under this section to the Strata Committee.

15 Advertising and Signs

15.1 Conditions

An Owner or Occupier must:

(a) Not display, affix, or exhibit any sign that is visible from any Lot or the Common Property or from outside the Building.

15.2 Exceptions

(a) Temporary free standing real estate *open for inspection* or *auction* signs.

16 Work, Health, and Safety

16.1 No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This By-Law refers to Australian work health and safety standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

17 Security Keys, Remote Access Devices and Alarms

17.1 No interference

An Owner or Occupier must not:

(a) Interfere with the security equipment and alarms installed by the Owners Corporation; or

(b) do anything that might prejudice the security or safety of the Building or its occupants.

17.2 Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key or a Remote Access Device is made available must:

(a) Exercise a high degree of caution and responsibility in making Security Keys and remote devices available for use by other persons;

(b) not duplicate or permit any Security Key to be duplicated;

(c) not leave any security keys or Remote Access Devices in accessible areas (such as mail boxes);

(d) take all reasonable steps to ensure that Security Keys and Remote Access Devices are not lost;

(e) immediately notify the Owners Corporation if a Security Key or a Remote Access Device is lost, stolen or damaged; and

(f) pay replacement costs to the Owners Corporation for any lost, stolen, or damaged Security Key or Remote Access Device.

17.3 Additional or replacement Security Keys and Remote Access Devices

(a) An Owner or Occupier may obtain additional or replacement Security Keys and Remote Access Devices by contacting the Building Manager or, where the Building Manager is unavailable, a member of the Strata Committee.

(b) The Owners Corporation may limit the number of Security Keys and Remote Access Devices that may be issued to an Owner or Occupier as determined by the Strata Committee from time to time.

18 Cost of Fire Services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier or their invitees.

19 Restricting Roof Access

19.1 Access to the roof of the Building

The Owners Corporation may prohibit access to the roof of the Building by any person (including an Owner or an Occupier) unless that person has the prior consent of the Building Manager or, where the Building Manager is not available, a member of the Strata Committee.

20 Short-Term Rental Accommodation

That pursuant to sections 136 and 137A of the Strata Schemes Management Act 2015 (“Act”), the Owners Corporation resolves to make the following special by-law:

20.1 Authority and Interpretation

1.1 This by-law is to be interpreted consistently with section 137A of the Act and is not intended to prohibit any use that the Act does not permit an owners corporation to prohibit.

1.2 To the extent of any inconsistency, the Act prevails.

20.2 Definitions

In this by-law:

Act means the Strata Schemes Management Act 2015 (NSW).

Short-term rental accommodation arrangement has the meaning given in section 137A of the Act.

Host means a person who gives another person the right to occupy a lot under a short-term rental accommodation arrangement and includes:

(a) an owner of the lot;
(b) a tenant or lessee of the lot;
(c) a person otherwise lawfully entitled to occupy the lot.

Principal place of residence has the meaning given in section 137A of the Act.

20.3 Prohibited Use

3.1 A lot must not be used for a short-term rental accommodation arrangement where the lot is not the principal place of residence of the host.

3.2 Without limiting clause 3.1, short-term rental accommodation is prohibited where:

(a) the lot is owned, leased or occupied primarily for the purpose of operating short-term rental accommodation as a business;
(b) the lot is an investment property that is not the host's principal place of residence;
(c) the host is a corporation or other entity for whom the lot cannot, in substance, be a principal place of residence.

3.3 A lot must not be advertised or offered for short-term rental accommodation where such use would contravene this by-law.

20.4 Permitted Short-Term Rental Accommodation

4.1 A lot may be used for a short-term rental accommodation arrangement only where the lot is genuinely the principal place of residence of the host.

4.2 For the avoidance of doubt:

(a) The host is not required to be physically present in the lot during the period of the short-term rental accommodation arrangement.
(b) A lot does not cease to be a hosts principal place of residence merely because the host is temporarily absent for work, travel, medical, family or other reasons.
(c) The relevant test is whether, in substance and intention, the lot is the host's principal place of residence.

20.5 Evidence of Principal Place of Residence

5.1 The Owners Corporation may, by written notice, require a host or owner to provide reasonable evidence that the lot is the principal place of residence of the host.

5.2 Failure to provide reasonable evidence within 14 days of written request may be relied upon as evidence that the lot is not the principal place of residence of the host.

20.6 Responsibility for Compliance

6.1 An owner or tenant who permits a short-term rental accommodation arrangement is responsible for ensuring that any occupier complies with the by-laws of the strata scheme.

6.2 Any breach of the by-laws by an occupier under a short-term rental accommodation arrangement is taken to be a breach by the owner or tenant who permitted the arrangement.

20.7 Commencement and Transitional Enforcement

7.1 This by-law takes effect upon registration in accordance with the Act.

7.2 In respect of short-term rental accommodation arrangements that were operating prior to registration the Owners Corporation will not commence enforcement action under this by-law until **31 October 2027.**

7.3 Clause 7.2 does not prevent the Owners Corporation from taking enforcement action in respect of conduct that breaches another by-law.

20.8 Authorisation

The Owners Corporation authorises the Secretary to:

(a) execute the consolidated by-laws;
(b) lodge this by-law for registration; and
(c) do all things reasonably necessary to give effect to this resolution.

21 Common Property Rights By-Laws

21.1 Lot 6 - Window

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

The Owners of Lot 6 have a right of exclusive use and enjoyment of an external window forming part of the common property subject to the following:

(a) All costs incurred by the Owners Corporation being borne by the Owners of Lot 6;

(b) Approvals by the Council of a development application for the addition of an external window in the common wall adjoining common property as shown in Appendix A;

(c) All work meeting standards specified and undertaken to the satisfaction of the Owners Corporation;

(d) The Owners of Lot 6 satisfactorily maintaining such window as determined by the Owners Corporation.

21.2 Lot 37 - Windows

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

(a) That two windows be installed in the common wall adjoining Lot 37 bathroom and entrance and the 2nd floor walkway having the same relative position, size, material, and colour as other external facing windows adjoining other Lots on the same level;

(b) That the costs of supply, installation and any damage caused to Common Property during installation be the responsibility of the owner of Lot 37;

(c) That the any costs of ongoing maintenance of the window frames, window panes and adhesion points be the responsibility of the owner of Lot 37;

(d) That the right of exclusive use and enjoyment of the said windows be conferred upon the owner of Lot 37 in accordance with Drawing in Appendix B.

21.3 Lot 48 – Car Park Space

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

(a) The Owners or Occupiers of Lot 48 are entitled to the exclusive use and enjoyment of the common area basement car space of approximately 14 square metres immediately north of car space Lot 35 and measuring approximately 5.4m east-west and 2.6m north-south, depicted and shown as “Space B” in Appendix C forming part of Strata Plan 22906, at no cost.

(b) The Owners Corporation is entitled to the exclusive use and enjoyment of Lot 48 basement car space marked with the numbers “48”, depicted and shown as “Space A” in Appendix C forming part of Strata Plan 22906, at no cost.

(c) The Owners of Lot 48 will be responsible for the maintenance and upkeep of the exclusive use common area car space shown as “Space B” in Appendix C forming part of Strata Plan 22906.

(d) The Owners Corporation will be responsible for the maintenance and upkeep of Lot 48 car space shown as “Space A” in Appendix C forming part of Strata Plan 22906.

(e) The total unit entitlement for Lot 48 of Strata Plan 22906 remains unchanged at 12.

21.4 Lot 62 – Front Door

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

(a) That the existing front entrance door in the common wall adjoining Lot 62 and the common foyer on the 5th floor be moved approximately 1 meter to the west;

(b) That the residual door space be bricked up with similar material and painted in the same colour as the adjoining brick work;

(c) That the costs of all works including supply, installation, brick work, painting and any damage caused to Common Property during these works be the responsibility of the owner of Lot 62;

(d) That any costs of ongoing and future maintenance of the moved door, door frame, hinges and adhesion points remain the responsibility of the Owners Corporation;

(e) That the right of exclusive use and enjoyment of the moved door be conferred upon the owner of Lot 62 in accordance with Drawing in Appendix D.

21.5 Lot 62 – Bi-Fold Doors

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015 and Council approval of a Development Application, a special By-Law be adopted by the Owners Corporation as follows:

(a) That the existing fixed windows, frames and sliding glazed windows in the western wall dividing the living room and the balcony of Lot 62 be replaced by bi-fold door frames and window glazing;

(b) That the existing dividing hob between the living room and the western wall remain in situ;

(c) That the replacement bi-fold doors and glazing be in the same material and powder-coated colour as the existing window frames and windows;

(d) That the works be contracted to the Owners Corporation's preferred supplier;

(e) That the costs of all works including supply, installation, powder coating and any damage caused to Common Property during these works be the responsibility of the owner of Lot 62;

(f) That any costs of ongoing maintenance of the replacement bi-fold doors, window glazing and repairs resulting from failure of the waterproofing of the bi-fold doors and window glazing be the responsibility of the owner of Lot 62;

(g) That the right of exclusive use and enjoyment of the replacement bi-fold doors and window glazing be conferred upon the owner of Lot 62 in accordance with Drawing in Appendix E.

21.6 Lot 62 – Pergola

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015 and Council approval of a Development Application, a special By-Law be adopted by the Owners Corporation as follows:

(a) That a pergola frame and sun-roof be installed to cover the North-West balcony of Lot 62;

(b) That the pergola frame and materials to be in keeping with the existing colour scheme of the building;

(c) That the design be approved, & works be supervised, by the Owners Corporation's preferred supplier;

(d) That the costs of all works including supply, installation, painting, and any damage caused to Common Property during these works be the responsibility of the owner of Lot 62;

(e) That any costs of ongoing maintenance of the pergola and repairs resulting from failure of the surrounding building waterproofing adjoining the pergola be the responsibility of the owner of Lot 62;

(f) That the right of exclusive use and enjoyment of the pergola be conferred upon the owner of Lot 62 in accordance with Drawing in Appendix F.

21.7 Lot 4 - Balcony

Pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the Strata Schemes Management Act (NSW) 2015, a special By-Law be adopted by the Owners Corporation as follows:

(a) That the rear facing wall inclusive of sliding doors to the balcony of Lot 4 be removed and replaced by a new wall, new doors, new windows and new adhesion points. And that:

(1) these become the property of the owner of Lot 4; and

(2) any costs of ongoing maintenance of these items be the responsibility of the owner of Lot 4.

(b) That the designated balcony area of Lot 4 shown in the Strata Plan 22906 will be modified by the installation of the new wall which redefines the shape of the designated living-bedroom and balcony areas.

(c) That all new windows and doors delineating the living area from the balcony area will meet the required colour and glazing requirements specified by the Owners Corporation.

(d) That the original ceiling area be left uncovered (exposing the beams and flooring above) within the balcony area only to the extent of the width of the original balcony area.

(e) That in the event of any noise issues becoming apparent due to the extended liveable area within the new designated balcony area in (2) above and at the request of the Owners Corporation, the owner of Lot 4 is responsible for the cost to supply and install noise protection glazing immediately inside the exposed grilled area.

(f) That in the event of any noise issues becoming apparent due to the uncovered ceiling area in (4) above and at the request of the Owners Corporation, the owner of Lot 4 is responsible for the cost to supply and install a layer of plasterboard on the uncovered area.

(g) That any costs of ongoing maintenance of the newly defined balcony area and newly defined living-bedroom area as shown in Appendix G be the responsibility of the owner of Lot 4.

(h) That the costs of supply, installation and any damage caused to Common Property during installation of these modifications and additions be the responsibility of the owner of Lot 4.

(i) That the right of exclusive use and enjoyment of the said wall, doors, windows, adhesion points and the newly defined balcony and living-bedroom areas be conferred upon the owner of Lot 4 in accordance with Drawing in Appendix G.

21.8 Lot 21 – Car space

That pursuant to Part 6 Division 1 sections 108 and 111, and Part 7 Division 3 of the *Strata Schemes Management Act (NSW) 2015*, a special By-Law be adopted by the Owners Corporation as follows:

Part 1: Preamble

1.1 This By-Law is made pursuant to Parts 6 and Part 7 of the Act.

1.2 The purpose of this By-Law is to grant and confer upon the Owner special privileges in respect of the common property to perform the Works, subject to the terms and conditions specified in this By-Law.

1.3 The rights conferred by this By-Law enure for the benefit of the Owner; the obligations imposed by this By-Law bind the Owner.

Part 2: Definitions & Interpretation

2.1 In this By-Law, unless the context otherwise requires or permits:

(a) ***Act*** means the *Strata Schemes Management Act 2015* (*NSW*).
(b) ***Authority*** means a principal certifying authority as defined under the *Environmental Planning and Assessment Act 1979* (*NSW*) including any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot including the Local Court of New South Wales or NCAT.
(c) ***building*** means the building at 1 – 9 Marian Street, Redfern NSW 2016.
(d) ***Lot*** means Lot 21 in Strata Plan No. 22906.
(e) ***NCAT*** means the NSW Civil and Administrative Tribunal.
(f) ***Owner*** means the owner or owners from time to time of Lot 21 in Strata Plan No. 22906.
(g) ***Works*** means alterations to two of the 650mm thick masonry wall/columns on Level 'O' carpark, specifically Lot 21 car space to widen the opening by cutting out 300mm of the existing brick pillars either side of the opening in accordance with the structural engineering report of Acroyali Engineering ABN 84 625 190 769 dated 12 February 2024 and recommendations/procedures.

2.2 In this By-Law, unless the context otherwise requires or permits:

(a) the singular includes the plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in this By-Law have the same meaning as those defined in the Act;
(d) a reference to the owners corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised in writing by the owners corporation from time to time;
(e) a reference to legislation includes a reference to any amending or replacing legislation;
(f) a reference to the Owner includes a reference to any of the Owner's executors, administrators, successors, permitted assigns or transferees;
(g) to the extent of any inconsistency between the By-Laws applicable to Strata Plan No.22906 and this By-Law, the provisions of this By-Law prevail;
(h) if any provision or part of a provision of this By-Law is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed from this By-Law or that provision to the extent that it is void, invalid or unenforceable but the remainder of this By-Law or provision will remain in full force and effect.

Part 3. Authorisation for Works

3.1 The owners corporation grants the Owner:

(a) its approval, permission and authority to carry out the Works;
(b) the special privilege to, at the Owner's cost, carry out the Works on and to the common property; and;

(c) the exclusive use and enjoyment of the common property to be occupied by the Works, on the conditions of this By-Law.

Part 4: Conditions

Before commencement

4.1 Before commencing the Works, the Owner must provide the owners corporation with:

(a) A copy of the structural engineering report, drawings, plans, specifications, conditions and quote for the carrying out of the Works.

(b) A copy of any requisite construction certificate for the Works issued under Part 4A of the *Environmental Planning and Assessment Act* 1979 (*NSW*).

(c) Licence and certification details of all contractors engaged by the Owner to carry out the Works.

(d) If requested by the owners corporation, photographs of all areas of the building which may be affected by the Works.

(e) A Certificate of Currency All Risks insurance cover taken out with a reputable insurer (incorporating Contractor's all risk insurance cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works and Home Warranty insurance where required).

4.2 Prior to commencement of the Works, the Owner must arrange with the owners corporation or its building caretaker:

(a) suitable times and method for the Owner's contractor(s) to access the building;

(b) written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the carpark in the building for tradespersons, building materials, tools and debris; and

(c) suitable times and method for the parking of vehicles by the Owner's contractor(s) whilst the Works are in progress.

Performance of the Works

4.3 In carrying out the Works, the Owner and the Owner's contractor(s) must:

(a) comply with the terms and conditions of approval given by the owners corporation under this By-Law;

(b) comply with the Building Code of Australia and all relevant Australian Standards;

(c) maintain the structural integrity of the building, its waterproofing and the integrity of all fire safety measures and equipment;

(d) transport each item, including but not limited to construction materials, equipment and debris, in compliance with the reasonable directions of the owners corporation.

(e) protect all areas of the building, both internal and external to the Lot, from damage caused by the Works, by the transportation of construction material, equipment, debris and other material associated with the Works or by the removal of any part of the Works;

(f) immediately arrange for the removal of all construction materials and debris from the carpark and must not deposit any construction materials and debris in any common property garbage area or bins or on the common property;

(g) take all reasonable steps to minimize noise, discomfort, disturbance, obstruction, or interference with the use of the building by other Lot owners and occupiers; and

(h) ensure that the common property is kept clean of waste and debris created by the Works daily and in accordance with reasonable directions of the owners corporation.

4.4 In carrying out the works:

(a) The Owner may not vary the Works except in accordance with the written approval of the owners corporation and, if applicable, any Authority.

(b) The Owner must comply with all directions, orders and requirements of any Authority and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's contractor(s).

(c) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.

(d) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and any property of the owners corporation and the owner or occupier of another Lot in the strata scheme.

(e) **The Owner must ensure construction contractors comply with** *"THE WATERTOWER – STRATA PLAN 22906 Renovations and Air-Conditioning Installation applications – Rules, policies, conditions and procedures, legislation & regulations"* **as published**.

(f) If requested during the course of Works or at the conclusion of any stage of the Works the Owner must permit inspection by a representative of the Executive Committee or its consultants to ensure compliance with the terms of this By-Law.

Maintenance of the common property

4.5 The Owner, in accordance with sections 108, 141 and 142 of the Act and subject to the conditions below:

(a) will indemnify the owners corporation for all legal costs in drafting this By-Law;

(b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair from time to time, the Works;

(c) remains liable for any damage to the Lot or common property arising out of the Works;

(d) must make good any damage to the Lot or common property arising out of the Works immediately after it has occurred.

4.6 The Owner indemnifies the owners corporation with respect to any damage to the building or the common property arising from the Works. The owners corporation may proceed to recover any damage from the insurance of the Owner's contractor(s)or the Owner.

Ongoing responsibilities and Indemnity

4.7 The Owner, must:

(a) carry out all necessary work to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property if any part of the Works is removed;

(b) properly maintain and keep all areas of the common property and those parts of the Lot the subject of this By-Law in a state of good and serviceable repair;

(c) properly maintain and keep the Works in a state of good and serviceable repair and must repair or replace the Works as required from time to time.

(d) The Owner must provide the owners corporation with access to inspect the Lot from time to time and within 48 hours of any reasonable written request from the owners corporation.

4.8 The Owner must indemnify the owners corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the building, whether common property or any other Lot, caused by or arising out of or related to the Works.

Cost of By-Law, approvals and certifications

4.9 The Owner must pay and bear all costs associated with the Works and any work and attendances required to be undertaken by the owners corporation pursuant to this By-Law including but not limited to:

(a) the drafting and consideration of this By-Law;

(b) approval of any plans, drawings, specifications, approvals and consents and any other documentation associated with the Works; and

(c) obtaining and considering any certification of or in relation to the Works.

21.9 Lot 64 – Windows

(a) RIGHTS CONFERRED

The Owner is given:

(i) the special privilege in respect of the common property in connection with the Lot to carry out the Works defined below at the Owner's cost; and

(ii) the exclusive use of the parts of common property to which the Works are affixed

subject to the Owner complying with the conditions listed in paragraph (c) below;

(b) DEFINITIONS

(i) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

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

(B) "**Authority"** means any government, semi-government, statutory, public or other authority having jurisdiction over the Lot;

(C) **"Bond"** means the sum of two thousand dollars ($2,000) (whether by cash, bank cheque or bank guarantee) or other amount as decided by the strata committee or OC as referred to hereinafter;

(D) **"Commencement Date"** means as soon as practicable after allowing for the approvals (such as the local council and OC of this bylaw) to be obtained as referred to in the Conditions herein;

(E) **"Construction Period"** means the period of about one week;

(F) "**Insurances**" means for the duration of the Works:

(aa) a Construction Liability Insurance policy providing cover for:

* physical loss or damage occurring to the Works whilst in the course of construction to their full value by events such as earthquake, storm, fire, lightning, theft including cover for the removal of debris;
* the contractor and all sub-contractors against the risk of liability for death, personal injury, accident and property damage to at least $20 million in respect of any one claim occurring in the course of carrying out the Works (commonly called "public liability risk insurance");

(bb) Workers' compensation insurance for employees of the contractor;

(cc) if required by law, home building insurance for the works pursuant to the Home Building Act 1989 (NSW);

(G) **"Lot"** means lot no 64 in SP No 22906 (also known as unit 601);

(H) **"Owner"** means the registered owner of the Lot and successors in title;

(I) **"Works"** means, in relation to the Lot, the works referred to in the following documents to be produced as an exhibit at the general meeting at which this by-law is considered (copies of which are also available at the strata managing agent's office for inspection prior to the meeting):

(aa) the engineering drawings from the structural engineer Luke Tsougranis & Associates Pty Ltd dated October 2024, marked **"AA1"**;

(bb) a structural adequacy certificate from the said engineer dated 14 October 2024, marked **"AA2"**;

(cc) a Design Compliance Declaration of the said engineer dated 14 October 2024, marked "**AA3**";

(dd) a quote from The Right Builder, marked "**AA4**".

WHEREBY a brief narrative description is the increase in the size Increase the size of the western facing windows in bedroom 1 (**B1**) and bedroom 2 (**B2**) of the Lot from the sizes of:

- for B1: from 1.25m x 1m to 1.25m x 1.93m; and
- for B2: from 1.2 m x 83cm to 1.2 m x 1.9m

with frames of the same colour and styling as the existing frames.

(ii) Where any words used in this bylaw are defined in the Act they will, unless the context dictates otherwise, have the same meanings as those words have in the Act.

(c) CONDITIONS

The rights given to the Owner by this by-law do not apply if the Owner does not comply with the conditions referred to in this by-law.

BEFORE COMMENCEMENT OF THE WORKS

(i) **Commencement and Construction Period**

(A) At least 14 days before commencement of the Works, the Owner must give each occupant of a lot written notice of the proposed Commencement Date;

(B) Subject to any extension of time that the OC in a general meeting may resolve to grant in its absolute discretion, the Works must be completed within the Construction Period.

(ii) **Authority Approvals**

At least 14 days before commencement of the Works, the Owner must furnish the OC with a complete copy of:

(A) if required by law, the completed development application and/or complying development certificate application (as applicable), the construction certificate, the final plans and specifications upon which the Works are based with a request motion from the Owner to seek the OC's prior written consent by ordinary resolution to lodgement (such consent not to be unreasonably withheld or delayed) but only after the OC has received full copies of such proposed applications;

(B) if required by law, the development consent and/or complying development certificate (as applicable) and construction certificate for the Works under the Environmental Planning & Assessment Act 1979 (NSW) issued by any Authority or certifier (as the case may be) and all conditions of consent; and

(C) all other necessary development consents, certificates and documents required from any other Authority.

(iii) **Contractor and Licence Details Insurances**

At least 14 days before commencement of the Works, the Owner must furnish the OC with certificates and other documentary proof that the licensed contractor who is to undertake the Works:

(A) has effected the Insurances for the duration of the Works;

(B) holds the applicable licensed under the Home Building Act 1989 (NSW) ("HBA"); and

(C) is registered under the Design and Building Practitioners Act 2020 (NSW).

(iv) **Dilapidation Report**

At least 14 days before commencement of the Works, the Owner must at the Owner's cost commission and serve on:

* the OC;
* the owners of the lots located immediately above and below and the lot to each of the sides of the Lot (if access is given to those lots); and
* such other lots as may be affected by the Works

a copy of a dilapidation report (which must include photographs) prepared by the design architect or a structural engineer in respect of all areas of those lots and any relevant common property. This report is to be commissioned for the purpose of establishing which cracks or other defects (if any) in the said common property or lots were present before the Works were carried out in order to help decide if any cracks or other defects appearing after commencement of the Works are attributable to the Works.

(v) **Bond**

(A) Within 14 days of the Owner receiving a Construction Certificate (if such is required for the Works) and at least 14 days before commencing the Works, the Owner must pay the Bond to the OC (unless the strata committee or OC decides in a general meeting that a higher or lesser sum be paid) by lodgement with the strata manager or to the treasurer (if there is no strata manager), which bond may be used by the OC for the purposes of:

(aa) carrying out any conditions under this by-law if not complied with or other default;

(bb) carrying out any repairs, maintenance, renewal or replacement item needed to the common property or a lot in the parcel caused as a result of the Works; and

(cc) paying for the expenses of the OC (including legal costs and disbursements of the OC's lawyer calculated on a solicitor/client basis) in the event of:

* a dispute between the OC and Owner as to the Works, maintenance, repair, renewal or replacement; or
* dealing with the matters in (aa) and (bb);

(B) At the expiration of three months after the receipt by the OC of the certificate of practical completion or the like and the certificates referred to below, the OC must refund to the Owner the bond, or balance of the bond, as the case may be.

(vi) **Inspections**

The Owner must provide the OC's nominated representative(s) access to inspect the Lot within 48 hours of any request by the OC as follows:

(a) one inspection, before installation of the Works;

(b) one inspection, during the installation of the Works; and

(c) one inspection, after completion of the Works.

(vii) **Indemnities**

Before, during and after completion of the Works the Owner must indemnify the OC against the following:

(A) any sums payable by the OC by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the use of the relevant area of the common property or of the Works;

(B) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works; and

(C) any liability for damage to the Works caused by the OC in undertaking any work referred to in s 122 of the Act or in exercising the power of entry for purposes of or related to such works.

DURING CONSTRUCTION OF THE WORKS

(viii) **Licensed Contractor and Works Quality**

The Owner must ensure all the Works be done:

(A) by contractors appropriately qualified and licensed under the Home Building Act 1989 (NSW) and registered as referred to above;

(B) so as to ensure the contractors, their materials, tools, equipment and debris do not obstruct or impede lawful use of the common property by any person;

(C) with due care and skill and in accordance with the plans and specifications

(D) using only first quality materials which are good and suitable for the purpose for which they are used and which are of a colour and in keeping with the appearance of the building;

(E) in accordance with the applicable development consent and other consents. The Owner must not vary the Works except in accordance with the written approval of the local council and the OC, which may not be withheld unreasonably;

(F) in accordance with the National Construction Code ("NCC" which incorporates the Building Code of Australia), all applicable Australian Standards and requirements of the Work Health & Safety Act 2011 (NSW), Workcover and the law. If following a visual inspection dangerous material (eg asbestos) is found by the Owner or OC or its representatives or contractors, the Owner must have the material removed in accordance with Workcover requirements; and

(G) with all due diligence and within the Construction Period.

(ix) **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 times as is reasonably necessary.

(x) **Work Times**

The Owner must not undertake the Works or allow them to be undertaken except:

(A) between the hours of 8am and 4pm Monday to Friday, but not on public holidays; or

(B) during such hours and days permitted by the local council

whichever is the greater.

(xi) **Time for Operation of Noisy Equipment**

The Owner must ensure:

(A) that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10:0am-3:00pm; and

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

(xii) **Protection of the Building**

The Owner must ensure:

(A) the common property is properly protected prior to the commencement of the Works. This includes:

* the lift being protected by drop sheets and is kept clean during the Works;
* during the Works, the door between the Lot and common property hallway must be completely closed at all times; and
* the hallways accessing the Lot must be protected from damage;

(B) in addition to (A), on each Friday before each weekend, the Owner must ensure the state of cleanliness and tidiness is equivalent to the same state of cleanliness and tidiness that existed before the Works began.

(xiii) **Transportation of Building Materials and Equipment and Debris**

The Owner must ensure that in respect of access to and from the Lot:

(A) any heavy, large or bulky building materials, equipment and debris are to be transported via an external hoist and so not through the building or by its lift unless the OC permits other means; and

(B) that other than items referred to in (A), may be transported by the lift of the building; and

(C) no building materials are stored on common property.

(xiv) **Dust**

The Owner must take all reasonable steps to reduce or mitigate the spread of dust particles from the Lot during the course of the Works.

(xv) **Rubble**

(A) All building rubble generated in the course of the Works must be stored within the Lot until such rubble is removed from the scheme; and

(B) Wherever possible, the Owner must have building rubble removed from the Lot in sealed bins.

(xvi) **Disturbance**

The Owner must ensure the Works are undertaken in such a way as to cause minimum noise disturbance and inconvenience to the occupiers and owners or another lot or any person lawfully using common property.

(xvii) **Authority Directions**

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

(xviii) **Daily Cleaning**

(A) The Owner must clean any part of the common property areas affected by the Works on a daily basis and keep all of those common property areas clean, neat and tidy during the Works;

(B) During such hours and days permitted by the local council.

(xix) **Interruption to Services**

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

(xx) **Security**

The Owner must ensure that the security of the building is not compromised and that no external doors in the common property areas of the building are left open and unattended or left open for longer than is reasonably necessary during the Works.

(xxi) **Variation to Works**

The Owner must not vary the Works without first obtaining the written approval of the OC or, if authorised, by the strata committee.

(xxii) **Connection of Utilities**

In the event that electricity, water or any other service is connected to the Works and the existing service to the Lot is separately metered and charged to the account of the Owner then the Owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the Owner.

(xxiii) **Damage and Insurance Claims**

(A) At the request of the OC, the Owner must promptly make good any damage to the common property in the strata scheme caused by the Works or by the altered condition of the common property or lots deriving from the Works;

(B) The Owner must promptly make good any damage caused by the Works to:

* any lot in the strata scheme and its contents; and
* any other property;

(C) In respect of the home building insurance policy the Owner must apply the proceeds of a claim to the repair or completion on the Works, or to reimbursement for their prior repair or completion by the OC; and

(D) In respect of the home building insurance and construction risk insurance, the OC, at its option may make and conduct any claim against an insurer in respect thereof.

AFTER COMPLETION OF THE WORKS

(xxiv) **Completion of Works**

Within seven days of completion of the Works (defined as being when the Owner's licensed contractor issues a certificate of practical completion or the like to the Owner) the Owner must give to the OC a written Notice of Completion.

(xxv) **Certificates of Engineer and Council**

As soon as practicable after completion of the Works the Owner must give the OC the following certificates:

(A) the certificate or report of a qualified structural engineer addressed to the OC certifying that:

* the components of the Works involving structural alterations or additions are structurally adequate; and
* the construction of the Works proposed in the engineering drawings do not detrimentally affect the structural integrity of the building or any part of it;

(B) (if required by law) an occupation certificate under Part 4A of the Environmental Planning & Assessment Act 1979 (NSW) authorising occupancy of the Lot and a complete copy of applications and all accompanying certificates and documents provided to obtain that certificate;

(C) all warranties, guarantees and certificates in respect of trade works such as waterproofing certificates.

(xxvi) **Restoration of Common Property**

Within 14 days 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.

(xxvii) **Costs**

(A) Within 14 days of the Owner receiving a tax invoice from the OC, its strata manager or lawyer as to expenses, the Owner must pay those expenses (including legal costs and disbursements calculated on a solicitor/client basis) incurred in regard to:

* the drawing, amending, obtaining advice and registration of this by-law; and

* considering, examining, obtaining advice and changes in respect of any development application or other application submitted to the OC for its consent; and

(B) If those expenses are not paid to the OC within the 14 days, those expenses shall be added to the next succeeding levy contribution notice due by the Owner to the OC and if not paid by the due date may be recovered by the OC from the Owners as a debt in a court of competent jurisdiction.

ONGOING OBLIGATIONS OF OWNER AFTER COMPLETION OF THE WORKS

At all times after completion of the Works:

(xxviii) **Maintain Common Property**

The Owner must maintain and repair all common property in contact with or affected by reason of the installation of the Works.

(xxix) **Maintenance of Works**

(A) The Owner must properly maintain the Works and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those Works when reasonably required by the OC; and

(B) The Works shall be and remain Owner's fixtures.

(xxx) **Repair Damage**

The Owner must repair with all due care and skill any damage caused to:

* another lot;
* common property area; or
* another person's property

that has been caused by the carrying out of the Works.

(xxxi) **Prevent Excessive Noise**

The Owner must ensure that any equipment forming part of the Works does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using a common property area. For example, an air conditioning condensor or a fridge compressor.

(xxxii) **Flooring**

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

(xxxiii) **Indemnity**

The Owner must indemnify and keep indemnified the OC against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the OC:

* arising out of the Works; or
* the altered state or use of any of the common property areas due to the Works; or
* any breach of this by-law by the Owner or occupier.

(xxxiv) **Insurance**

The Owner must, if required by the OC:

* make, or permit the OC to make on behalf of the Owner, any insurance claim concerning or arising from the Works; and
* use the proceeds of any insurance payment made as a result of an insurance claim towards completing the Works or repair any damage to the building caused by the Works.

(xxxv) **Comply with the Law**

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 requirements of the local council concerning the Works.

(xxxvi) **Breach of this By-law**

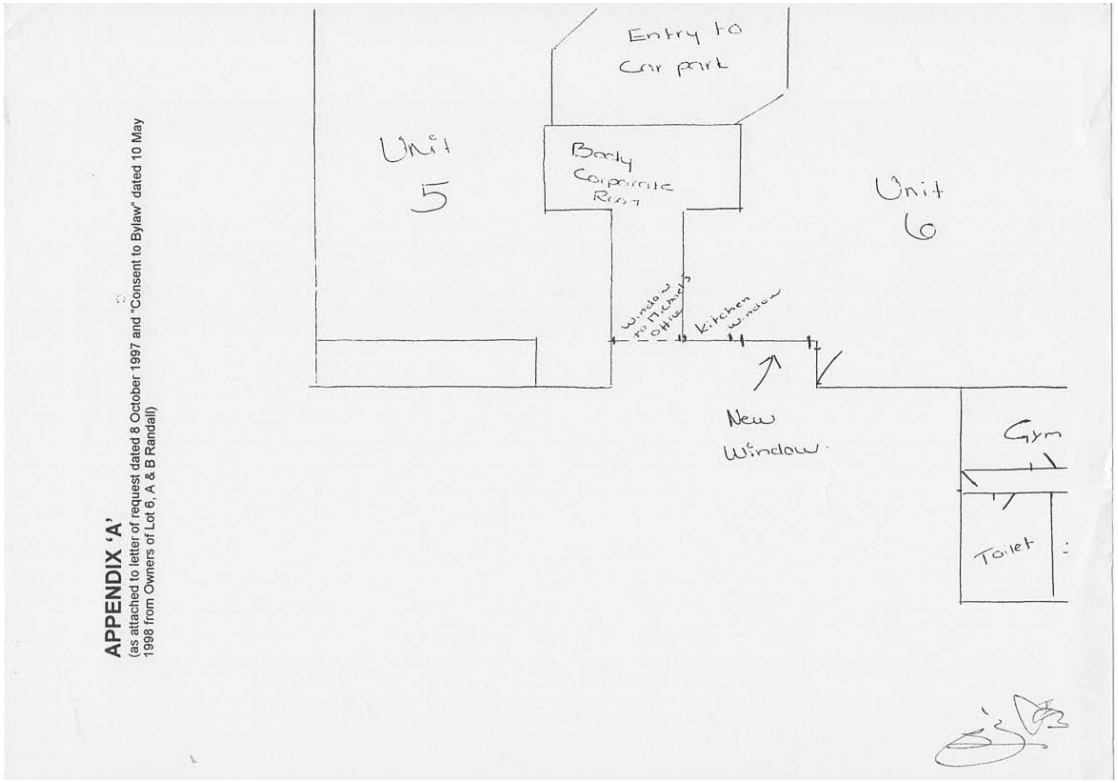
Without prejudice to the other rights of the OC, if the Owner shall fail or neglect to perform or observe any of the conditions, then following 14 days' notice of such breach to the Owner and the non-rectification or non-cessation of such breach within the said seven days of receiving the notice, the OC may:

(A) unless an emergency, in accordance with s 122 of the Act enter the Lot and have appropriately qualified and licensed contractors or tradespersons rectify the breach; and

(B) recover the cost of such rectification and expenses of the OC as a debt due from the Owner (including lawyer's costs on a solicitor/client basis) in a court of competent jurisdiction.

22 Appendices – Common Property Rights By-Law Drawings

22.1 Appendix A - ByLaw 21.1 – Lot 6 Window

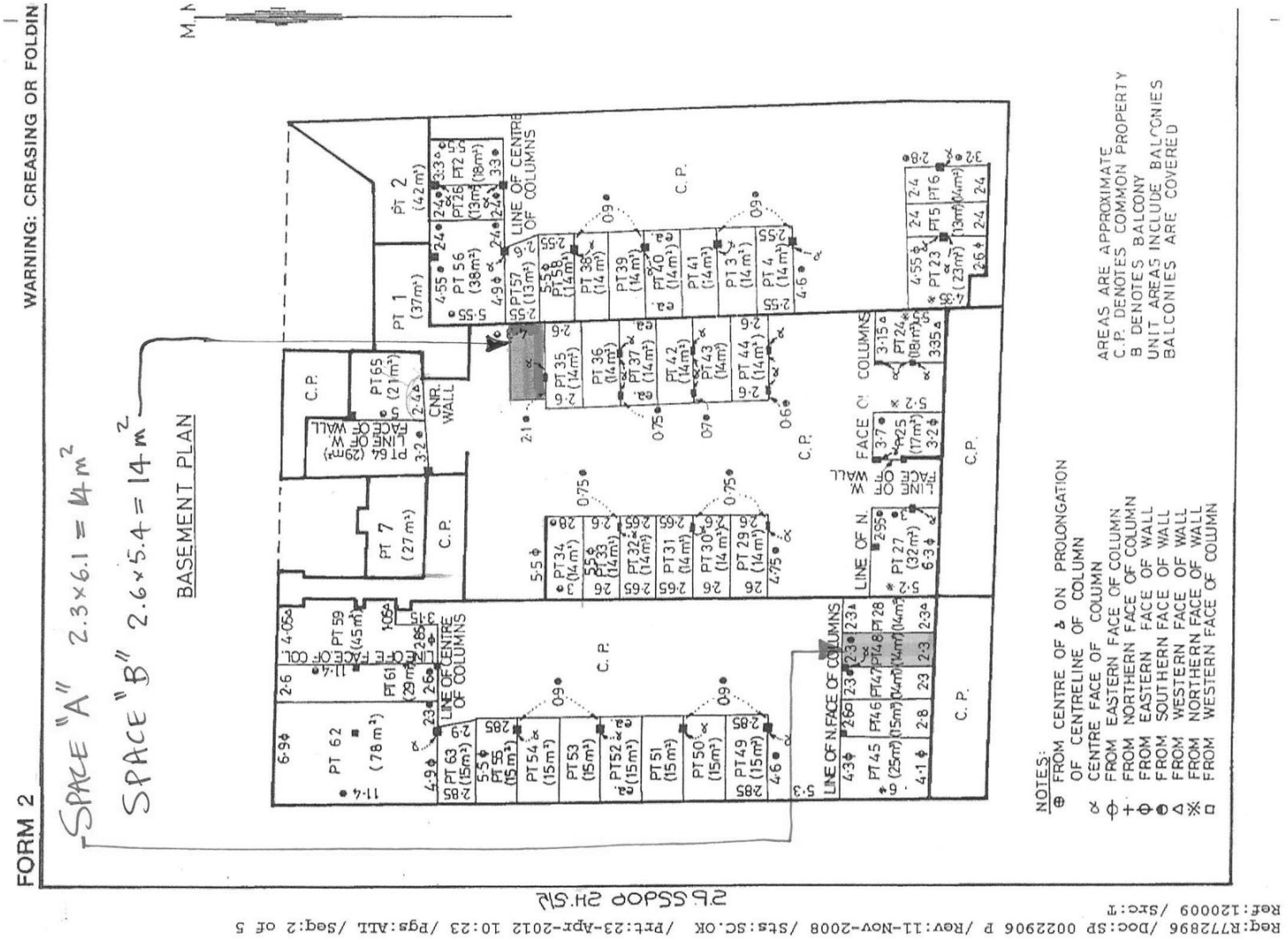


22.2 Appendix B - ByLaw 21.2 - Lot 37 Windows

APPENDIX B – LOT 37 WINDOWS



22.3 Appendix C – ByLaw 21.3 - Lot 48 Car Park Space



22.4 Appendix D ByLaw 21.4 – Lot 62 Front Door

APPENDIX D - LOT 62 FRONT DOOR

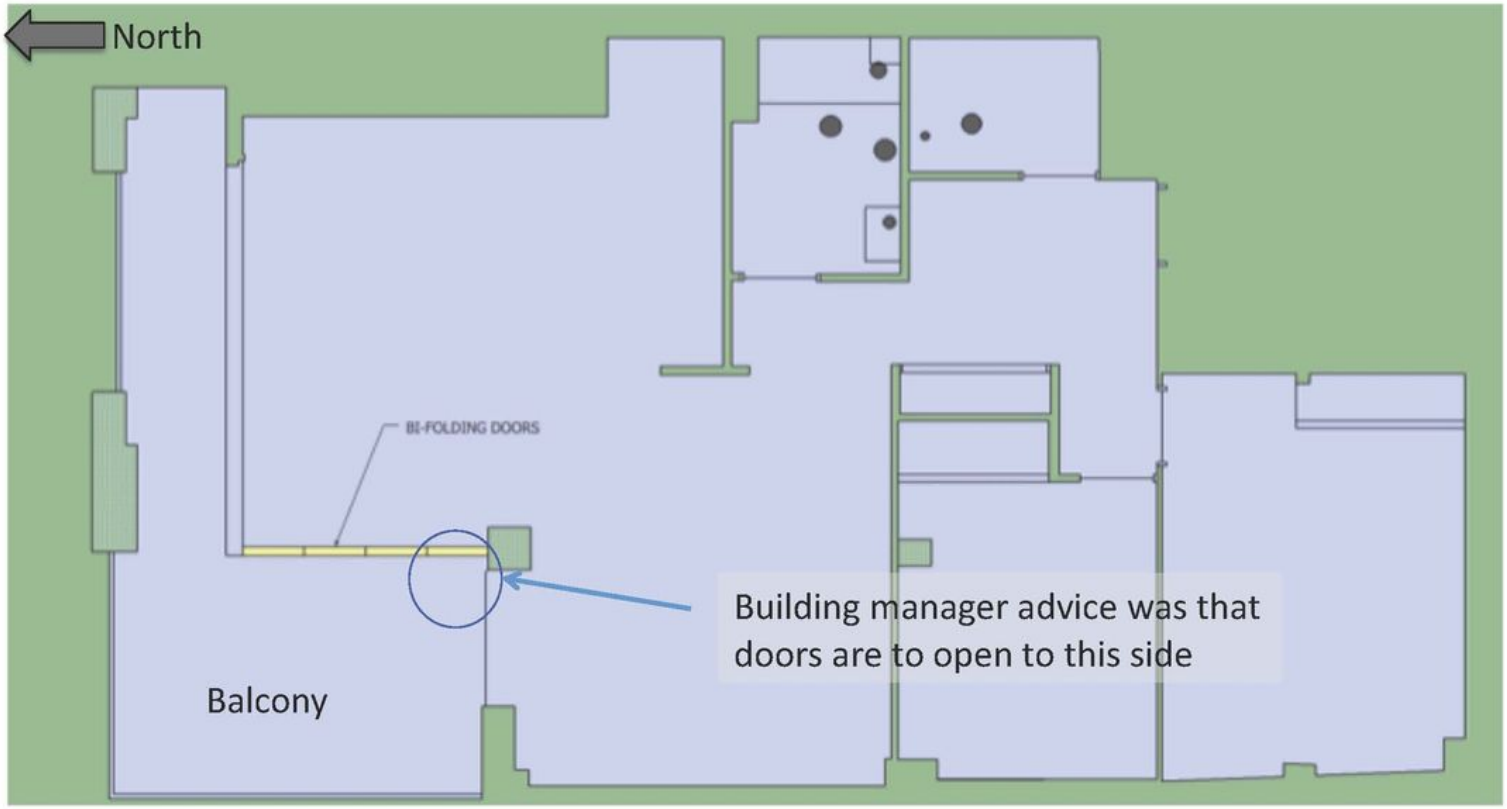
Moving 501 Front Door



22.5 Appendix E ByLaw 21.5 – Lot 62 Bi-Fold Doors

APPENDIX E - LOT 62 BI-FOLD DOORS

501 Unit Plan: Bi-Fold Doors



22.6 Appendix F ByLaw 21.6 – Lot 62 Pergola

APPENDIX F - LOT 62 PERGOLA

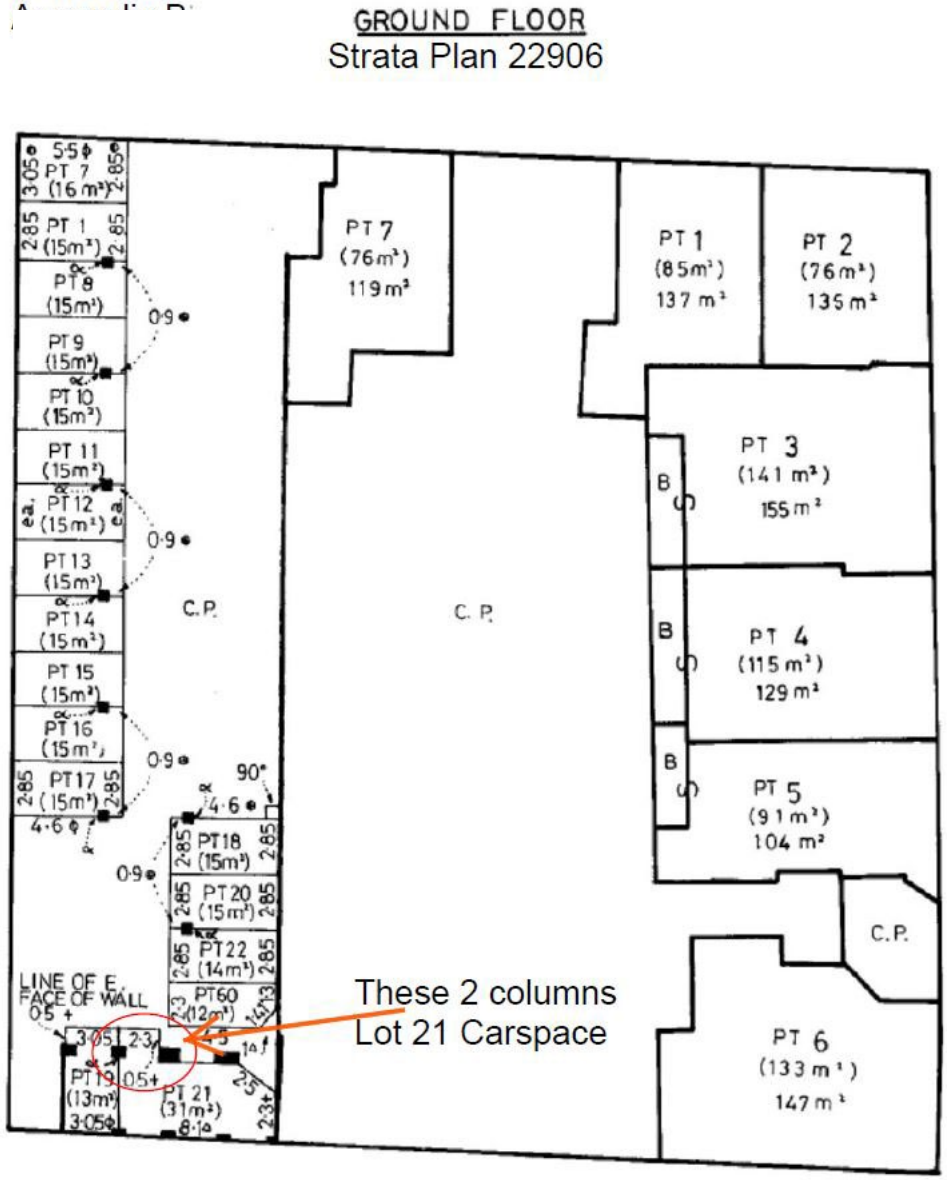
501 Unit Plan: Proposed Pergola



22.7 Appendix G ByLaw 21.7 - Lot 4 Balcony



22.8 Appendix H ByLaw 21.8 -Lot 21 Car space



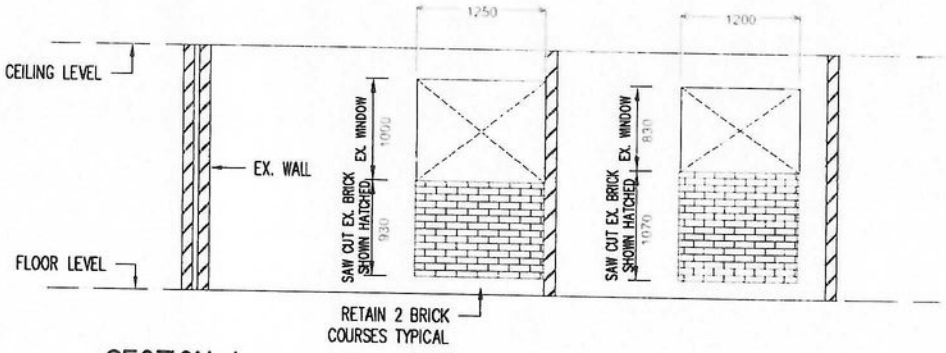
22.9 Appendix I ByLaw 21.9– Lot 64 Window

"AA1" Design drawings of Luke Tsougranis & Associates Pty Ltd dated October 2024
"AA2" Structural adequacy certificate of Luke Tsougranis & Associates Pty Ltd dated 14 October 2024
"AA3" Design Compliance Declaration of Luke Tsougranis & Associates Pty Ltd dated 14 October 2024
"AA4" Quote of The Right Builder dated 6 September 2024

Regulated Design Record				
Project address : 601/1-9 MARIAN STREET, REDFERN NSW 2016				
Project Title : PROPOSED WINDOW MODIFICATIONS				
Consent No. :		Body Corporate Reg No. :		
Drawing Title : Bedroom 1/Bedroom 2 Plans & Details		Drawing No. : 5805-1		
Rev.	Date dd.mm.yy	Description	DP Full Name	Reg No
A	14.11.24	FOR CONSTRUCTION	LUKE TSOUGRANIS	DEP0002242



FLOOR PLAN



SECTION 1

A1

ISSUE	DESCRIPTION.	DATE
A	FOR CONSTRUCTION	14.10.2024

BEDROOM 1/BEDROOM 2

PLANS & DETAILS

PROPOSED WINDOW MODIFICATIONS
601/1-9 MARIAN STREET, REDFERN NSW
FOR MR RICHARD PERIN

LUKE TSOUGRANIS & ASSOCIATES PTY LTD
CONSULTING STRUCTURAL & CIVIL ENGINEERS
676 BOURKE STREET
REDFERN NSW 2016
TELE : 9319 2294 0411 416 256
EMAIL : info@ltaengineers.com.au

SCALE : 1 : 100, 50

DATE : OCT. 2024

DRG NO. : 5805-1

REVISION A

SP22906 Watertower ByLaws @26 March 2026

LUKE TSOUGRANIS & ASSOCIATES PTY LTD
CONSULTING STRUCTURAL & CIVIL ENGINEERS

676 Bourke Street, Redfern, NSW 2016 Telephone: (02) 9319 2294 Email: info@ltaengineers.com.au ACN 098 674 296

Our Reference: 5805
Your Reference: N/A

14 October 2024

Richard Perin
601/1-9 Marian Street
REDFERN NSW 2016

AA2

STRUCTURAL CERTIFICATE

Dear Sir,

RE: 601/1-9 Marian Street, Redfern NSW 2016

I confirm that a representative of my company Kosmas Kokkinos, a registered professional engineer, inspected the unit at the above address. The unit is located on the top floor of a six-storey residential apartment building.

I certify that the proposed modifications to the existing external walls of the unit (as indicated on our drawing 5805-1 revision A, dated 14/10/24) will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequacy for the purposes of the proposed works.

No strengthening works or installation of lintel beams are required, provided that the enlargement of the existing window openings in Bedroom 1 and Bedroom 2 only involves the vertical extension of the openings below the current window opening, with no widening of the window openings beyond the current width.

Please do not hesitate to contact the undersigned if you would like to discuss any further details.

Yours faithfully,
LUKE TSOUGRANIS & ASSOCIATES PTY LTD

L.TSOUGRANIS
MIEAust CPEng NER APEC Engineer IntPE(Aus)
CPEng No. 485597
Design Practitioner Reg No. DEP0002242

Fair Trading

AA3

NSW GOVERNMENT

Design compliance declaration - single regulated design

This form relates to obligations under the *Design and Building Practitioners Act 2020* and supporting Regulation.
This form is approved under clause 11(1) of the *Design and Building Practitioners Regulation 2021*.

Instructions for completing this form

You must complete all parts of this form.

Please note that under *s77 of the Design and Building Practitioners Act 2020*, Fair Trading has the power to request additional information or records from registered practitioners for an authorised purpose, such as an audit or investigation. You may therefore be requested to provide further information or records to support any declaration made on this form.

Where this form indicates that material must be attached to the form, you must number each attachment sequentially and identify the number of that attachment in the relevant answer.

The plan/drawing/specification/report title, number and revision should correspond with the detail in the title block for each design to which this declaration relates.

Part 1. Details

Please insert the building project address to which this declaration relates

601/1-9 MARIAN STREET, REDFERN NSW 2016

For registered body corporates, give full names of registered individuals and the corporation on behalf of which the declaration is made.

Design practitioner name

LUKE TSOUGRANIS

Registration number of design practitioner

DEP0002242

Class of registration (applicable to this declaration)

STRUCTURAL

Body corporate name (if applicable)

LUKE TSOUGRANIS & ASSOCIATES PTY LTD

Registration number of body corporate (if applicable)

Email address

info@ltaengineers.com.au

Contact number

0411 416 256

ABN/ACN

098 674 295

Part 1. Details (continued)

Q1. Is this a regulated design prepared for a (P) performance solution for building work?

- ☐ Yes, (also includes a building element, proceed to Question 2)
- ☐ Yes, (only for a performance solution, proceed to Question 3)
- ☑ No, (proceed to Question 2)

Q2. Is this a regulated design prepared for a building element for building work? If yes, please select one

- ☐ (F) Fire safety systems
- ☐ (W) Waterproofing
- ☑ (L) Load-bearing
- ☐ (B) Building enclosure
- ☐ (S) (Building) services

Q3. The design compliance declaration (DCD) number is made up of two parts:

a) the number (starting at DCD-001) is the number of DCD made. Subsequent numbers are DCD-002, DCD-003, etc.
b) the letter denotes what type of design the declaration relates to. Use one of the letters from above (P, F, W, L, B, S) e.g. DCD-001W

DCD-_001_(L) (this is the DCD number)

Q4. Is this a regulated design prepared for an 'architectural / building design general' document by the design practitioner class of architectural for the building element of 'load-bearing' or 'building services?

Refer to Design Practitioners Handbook for explanation of 'architectural / building design general' design document.

- ☐ Yes
- ☑ No

Part 1. Details (continued)

Please group each type of document (e.g. plans/drawings/specifications/reports) together. Note that the information provided in the table should match the title block information.

If you have more than 30 items, please provide on a separate attachment using the same headings in the table below.

	Plan/drawing/specification/report title which is part of the "regulated design" being declared	Plan/drawing/specification/ report reference number	Revision number
1.	Bedroom 1/Bedroom 2 - Plans & Details	5805-1	A
2.			
3.			
4.			
5.			
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29.			
30.			

Number of attachments to the certificate (if applicable) [ ]

Part 2. Declaration matters

I, LUKE TSOUGRANIS

Insert full name acting on behalf of

LUKE TSOUGRANIS & ASSOCIATES PTY LTD — STRUCTURAL

Insert registered body corporate name (if relevant) — Insert class of registration

have prepared the attached regulated design.
Declare:

1. The regulated design for which this design compliance declaration is being made complies with the requirements of the *Building Code of Australia*.

- [x] Yes
- [ ] No
- [ ] There are no applicable *Building Code of Australia* requirements

If there are no applicable requirements BCA, please provide further details below

2. The regulated design for which this design compliance declaration is being made integrates details of other aspects of building work to which the design relates, and other regulated designs for the work, as far as is reasonably practicable.

- [ ] Yes
- [x] No

If yes, by providing a brief description, please list the other aspects of building work and the other regulated designs that have been integrated into the regulated design for which this design compliance declaration is being made.

3. Standards, codes and requirements (other than the requirements referenced in the *Building Code of Australia*) have been applied in preparing the regulated design for which this design compliance declaration is being made. E.g. a requirement under a development consent.

- [ ] Yes
- [x] No

If yes, please list or attach information about the standards, codes or requirements that have been applied.

4. Any building product referred to in preparing the regulated design or which this design compliance declaration is being made would, if used in a manner consistent with the design, achieve compliance with the *Building Code of Australia*.

- [x] Yes
- [ ] No

Part 2. Declaration matters (continued)

5. I have sought and considered specialist advice in preparing the regulated design.

- [ ] Yes
- [x] No

If yes, please provide a brief explanation of the parts of the regulated design which have been based on the specialist advice from another person other than the person making this declaration.

6. The regulated design involves a performance solution.

- [ ] Yes
- [x] No

If yes, and the performance solution is not itself the regulated design identified in part 1 of this form, please provide a brief description of the performance solution, the performance solution report identifier (reference number, date and version), and the name and contact details of the person who prepared the performance solution report.

7. The regulated design accords with the Regulated Design Guidance Material relevant to the design, as per clause 9(1(c)) of the Design and Building Practitioners Regulation 2021.

- [x] Yes
- [ ] No

Part 3. Signature

Signature

Date

14/10/2024

This form relates to obligations under the *Design and Building Practitioners Act 2020* and supporting Regulation.
For more information visit NSW Fair Trading

AA4

Shaun Denton Building Pty Ltd ta The Right Builder
PO Box 4142 North Curl Curl, NSW, 2099

Mobile: 0411 723 800
Email: sales@therightbuilder.com.au
ABN Number: 28091770035 Licence No: 115772C

QUOTE

TO: Richard Perin
ATTENTION: Richard Perin
601/1-9 Marian Street Redfern

QUOTE # QUO11514
DATE: 6-Sep-2024
CLIENT NAME: Richard Perin
SITE CONTACT: 0418 158 139, Richard.perin@gmail.com
PROJECT DESCRIPTION: Windows
SITE ADDRESS: 601/1-9 Marian Street Redfern

Thank you for choosing The Right Builder when considering your building options.
When viewing our proposal, please consider our qualifications.
When you build with The Right Builder, you are using a builder with an unrestricted licence.
This is a much higher qualification than a residential builders licence

QUALIFICATIONS
Clerk of works certificate including commercial construction.
Certificate III in Construction Waterproofing.
Licensed NSW Builder since 1986.
Home Owners Warranty Approved.

PLEASE CONSIDER THE FOLLOWING QUOTATION

SUPPLY AND INSTALL WINDOWS AS DETAILED

DESCRIPTION

QUOTATION IS FOR SUPPLY AND INSTALL INCLUDING DELIVERY
ALL ITEMS ARE VIEWED FROM OUTSIDE
QUOTED IN THE UPMARKET SIGNATURE RANGE

Lay dropsheets throughout
Remove existing
Prepare opening
Install new products to Australian standards
Install fitted angles to frame to tidy and prevent water penetration
Architraves to tidy and complete the works
Clean, Comission and Handover

Supply Betaview units described in quotation specification document attached.

Betaview Products comes with a 10 YEAR Manufacturer's Warranty for labour and all moving parts

SUBTOTAL [redacted]
%GST
TOTAL COST

If you have any doubt as to product quoted, please attend the showroom and ask for clarification.
Should you wish to proceed with this Quotation please reply to this email- "Please proceed with this quotation"
An invoice for 50% Deposit would then be forwarded for payment. The receipt of this deposit payment will enable your project to be put into production.
You will later be given a delivery date and be contacted by installers to organise access.

Home Owners Warranty Insurance will be registered if this quotation is over $20,000 in value.

This Quote remains valid for a period of thirty (30) days.

Payment of a further 40% is required 10 working days prior to delivery.
Payment of 10% is required on completion. Payment terms Net 5 days from invoice.
Payment terms Net 5 days from invoice.

On behalf of Shaun Denton Building Pty Ltd ta The Right Builder.:

Mr Shaun Denton
0411 723 800
shaun@therightbuilder.com.au

Approved on behalf of:

Richard Perin

QUOTATION QUO11514

SUPPLY AND INSTALL WINDOWS AS DETAILED	
DATE:	6-Sep-2024
CLIENT NAME:	Richard Perin
SITE CONTACT:	0418 158 139, Richard.perin@gmail.com
PROJECT DESCRIPTION:	Windows
SITE ADDRESS:	601/1-9 Marian Street Redfern
VERSION #	

BetaView ALUMINIUM WINDOWS & DOORS
Only use Betaview Products

Master Builders Association New South Wales
Member since 2000

The Home BUILDER

PRODUCT DESCRIPTION	
PRELIMINARIES	
QUOTATION IS FOR SUPPLY AND INSTALL INCLUDING DELIVERY	
ALL ITEMS ARE VIEWED FROM OUTSIDE	
QUOTED IN THE UPMARKET SIGNATURE RANGE	

ULTIMATE STRESS	2000pa
WATER PENETRATION	200
SERVICEABILITY	800
BAL	

O or F or Y = FIXED, X or S = SLIDING, W=AWNING, D = DOUBLE HUNG, C= CASEMENT, LW = LOUVRE

Line No			PRODUCT TYPE	QTY	HANDLING
1	**Location**	**Master Bedroom**			
	Product	**SIG 100mm Awning Window**	1 panel - Awning with fixed bottom panel	1	AWN over F WIN
	Reveals	No Reveals	*Frame: 100mm*		
	Lock	Keylock	*Glass Thickness = 4mm*		
	Lock Count	1			
	Handle Colour	Black	*Snap off finns*		
	Opening	Restricted			
	Colour	Manor Red			
	Glass Type	Double Glazed LightBridge 4mm + 4mm Clear Toughened			
	Screen	Fibreglass mesh flyscreen			
	Extra Items Required	Angles (40 x 20 x 1.6mm) (In and out)			
	Installation Requirements				
	Waterproof	Not Applicable Clad Cut-Down			
	Scaffold	Not Applicable			
	Paint	Painting Not Included			
	Installation Cost	Install Window			
		Federation red Modify opening Render patch to edges			
		Application Disclaimer - No allowance has been made in this quotation for application to local Authorities. No allowance has been made for consultancy fees, Application Fees, Drafting Fees or administration of the same. Application for this proposal is to be undertaken by the Client.			
2	**Location**	**Master Bedroom**			
	Product	**SIG 100mm Awning Window**	1 panel - Awning with fixed bottom panel	1	AWN over F WIN
	Reveals	Pine 140mm	*Frame: 100mm*		
	Lock	Keylock	*Glass Thickness = 4mm*		
	Lock Count	1			
	Handle Colour	Black			
	Opening	Restricted			
	Colour	Manor Red			
	Glass Type	Double Glazed LightBridge 4mm + 4mm Clear Toughened			
	Screen	Fibreglass mesh flyscreen			
	Extra Items Required	Angles (40 x 20 x 1.6mm) (out)			
	Installation Requirements				
	Waterproof	Not Applicable			
		Architraves - standard internal per Window			
	Scaffold	Not Applicable			
	Paint	Painting Not Included			
	Installation Cost	Install Window			
		Federation red Modify opening			
		Application Disclaimer - No allowance has been made in this quotation for application to local Authorities. No allowance has been made for consultancy fees, Application Fees, Drafting Fees or administration of the same. Application for this proposal is to be undertaken by the Client.			





SUBTOTAL	$17,935.82
%GST	$1,793.58
TOTAL COST	$19,729.40

NOTE: BEFORE YOU SIGN
Please read carefully the Standard Terms and Conditions below.
I/We certify that all information above and those listed under Standard Terms and Conditions is fully understood and accepted as being correct.

X Acceptance(sign) Date:
I authorise Shaun Denton Building Pty Ltd ta The Right Builder to proceed with the above job in accordance with their Standard Terms and Conditions of Sale.

BANK DETAILS WILL BE ISSUED WITH THE DEPOSIT INVOICE

STANDARD TERMS AND CONDITIONS:

General:

1) This quote is valid for 30 days from entry date
2) This quote supersedes all discussions you have had with Betaview and The Right Builder representatives
3) We ask that you visit Betaview's showrooms to view the products before you order to fully understand product specifications and appearance
4) Betaview's 10 year warranty is dependent on correct care of products. They should be cleaned a minimum of every three months, monthly if the property is within 2KM of the coast.
5) Manufacturer's warranty excludes paint on door tracks where the rollers run
6) Manufacturer's warranty excludes fly screen mesh
7) Betaview's LowE glass has a slight haze visible in certain conditions
8) Betaview's LowE glass must be cleaned correctly to avoid damaging it. Instructions can be found at the following web address: www.betaview.link/lowеglass
9) Most Signature products have black gaskets between the extrusions, this is to ensure a weather tight seal. They only come in black as the other colours are not compatible with the UV from sunlight
10) Any motifs on doors or windows are there for safety reasons and must not be removed.
11) Louvre windows: Gallery will slightly contact fly screen (if filled) when in the fully open position
12) Problems with products that impact on delivery dates whilst rare can be caused by damaged material, broken glass, late incoming delivery of materials, machinery breakdown, staff absences, human error. When a late delivery problem with product occurs BetaView will resolve as quickly as they can, however you accept that Betaview and The Right Builder will not financially reimburse you for any delay.

Supply Only Specific:

1) Slide direction always viewed from the outside.
2) To comply with BCA Fall From Height regulations, all upstairs bedroom windows require restricting as do windows that have falls over 4 meters from the bottom of the window. If you have any windows that fall into this category, you must notify us prior to ordering. Please double check your windows that need restricting are marked as such. Failure to do so will result in extra charges to do on site.
3) If you are not ready to accept a delivery you must give The Right Builder three business days notice. Storage is charged $250 per week plus GST

10 year warranty

The BetaView Complete Peace of Mind Warranty provides full cover for parts and labour for ten years.





We have such confidence in our products and installation capabilities that we are able to offer this industry leading warranty.

Most window companies will offer 1 to 7 years for defects of workmanship such as leaks, but will offer less for moving parts. Moving parts cover by competitors is often limited to between 1 and 3 years.

BetaView products are engineered better to last longer. Should any issues occur, you are covered by the BetaView Complete Peace of Mind Warranty. This means following installation your new doors and windows you are covered by a full parts and labour warranty, giving you cover for defects of workmanship and moving parts for a full 10 years.

Conditions: All doors and windows should be cleaned at least once every six months with dust and dirt removed from sill tracks. Warranty is for the original Homeowner who contracts us to do the work and is not transferable to subsequent Homeowners.

