

# **Tara Apartments – SP61091 2-10, Quarry Master Dr, Pymont NSW 2009 By-Laws**

## **STRATA SCHEMES MANAGEMENT REGULATION 1997 - SCHEDULE 1**

### **SCHEDULE 1 – Model by-laws**

(Clause 23)

#### **Residential Schemes**

**Note:** The by-laws in this document were registered at time of registration of the strata plan. See further special by-laws at the end of this document which have been registered after registration of the strata plan.

#### **1 Noise**

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.

#### **2 Vehicles**

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

#### **3 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.

#### **4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

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

#### **5 Damage to common property**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

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- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) 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.
- (5) Despite [section 62](#), the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

## **6 Behaviour of owners and occupiers**

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

## **7 Children playing on common property in building**

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

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## **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

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

## **10 Drying of laundry items**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

## **11 Cleaning windows and doors**

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

## **12 Storage of inflammable liquids and other substances and materials**

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

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

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## **13 Moving furniture and other objects on or through common property**

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

## **14 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **15 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

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(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

## **16 Keeping of animals**

**Note:** Select option A, B or C. If no option is selected, option A will apply.

### **Option A – Tara**

(1) Subject to [section 49](#) (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

### **Option B**

(1) Subject to [section 49](#) (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

(a) notify the owners corporation that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on the common property, and

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(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C Subject to [section 49](#) (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

## **17 Appearance of lot**

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

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

## **18 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **19 Provision of amenities or services**

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

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

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note:** [Section 111](#) of [the Act](#) provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

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## **Special By-Laws & Restrictions on Use of Land**

### **SPECIAL BY-LAW NUMBER 1 - Telstra, Optus, Foxtel access**

The Owners Corporation shall have the following powers and duties in addition to those conferred and imposed upon it by the Strata Schemes Management Act 1996 and the By-Laws

- i.** The power to grant to Telstra, Optus or Foxtel an exclusive license to use the common property roof top above level nine for the purpose of its installing a rooftop satellite dish and for the maintaining and using equipment for the reception by the occupant of one or more lots in the Strata Scheme to the Telecommunications Services.
- ii.** The power to enter into an agreement with Telstra, Optus or Foxtel in the terms contained in the agreement forming Exhibit 1 to the Minutes of the Meeting at which this by-law-is made.
- iii.** The power and duty to perform any maintenance, replacement or repair of the equipment for the performance for which it is liable.
- iv.** The power to apply the funds of the Owners Corporation to these purposes or to the acquisition of additional equipment for services for the better or more convenient operation of the equipment.

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**SPECIAL BY-LAW NUMBER 2 - For Common Property Loading Area**

That the common property loading area in the basement level be altered to serve also as the common property car wash area.

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## **Special By-Laws & Restrictions on Use of Land**

### **SPECIAL BY-LAW NUMBER 3 - For Sail Awnings Lot 63**

On conditions set out in this By-Law, the owner of terrace of Lot 63 be given permission to install the mountable Sail Awnings within the owner's lot above the west facing sliding doors and window.

- a) The awnings are to be appropriate width and will be affixed to the overhang of common property above the doors and window within the owners' lot.
- b) The awnings are to protrude no more than 3500 mm horizontally over the terrace, unless otherwise approved by the Owners Corporation.
- c) The Sail Awnings are to be professionally designed and constructed and be of premium grade materials.

Fabric Type	Ferrari Soltis 92
Fabric Colour	No 2002 Beige to match existing building colour
Metal Colour	Powder coated, same gray as the handrail

For full Specification please see attached Architect's Drawing.

- d) The owner of the lot will continue to be responsible for the proper maintenance of the awnings and keep the awnings in a good and serviceable repair and shall indemnify and keep indemnified the Owners Corporation against all claims, damages and cost which may arise or be made against or suffered by the Owners Corporation as a result of the installation or maintenance of the awnings.
- e) If material/product as listed above is at any time unavailable, the Owners Corporation will select an alternative supplier with similar quality product in appearance, design and operation.
- f) The awnings can be operated manually or automatically at the owners discretion.

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## **Special By-Laws & Restrictions on Use of Land**

### **SPECIAL BY-LAW NUMBER 4 - Air Conditioners**

#### **A. Definitions & Interpretation**

In this by-law

1. "Air conditioner" means any condenser, fan, ducts, cables wires and any other component part of a split system air-conditioning system.
2. "Council" means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning & Assessment Act 1979.
3. "Statute" means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.
4. Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

#### **B. Terms**

An owner or occupier of a lot must not install, attach or affix any air conditioner to serve his lot; or allow such air conditioner to be installed (attached or affixed) or kept; except in compliance with the following terms and conditions.

#### **C. Terms and Conditions**

1. Prior to installing any air conditioner the owner or occupier must:

- (i) Provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval, drawings and specifications.
- (ii) Obtain the written approval of the Owners Corporation to the size, performance specifications, colour and type of the proposed unit, and its location and manner of installation (including the application of acoustic dampeners and screens (or other

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requirements) to minimize the visibility of any component of the unit). For this purpose, the owner or occupier must, if requested in writing by the Owners Corporation, present drawings and specifications of the proposed installation to the Owners Corporation.

**2.** If an occupier of a lot is installing an air conditioner then the written consent of the owner of the lot must be provided to the Owners Corporation.

**3.** In installing an air conditioner, an owner or occupier must -

**(i)** If applicable, comply with all conditions of approval of Council.

**(ii)** Comply with all conditions of approval of the Owners Corporation.

**(iii)** Comply with the manufacturer's specifications.

**(iv)** Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes, the Home Building Act and other applicable Statutes.

**(v)** Notify other residents in writing of the period of installation during which noise may create a nuisance.

**(vi)** Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by building materials, refuse or contractors vehicles. All areas of common property adjacent to the works, or used for or in relation to the works, are to be kept in a dean and tidy state while the works are being carried out.

**(vii)** Ensure that none of the works encroaches onto an adjoining lot or an adjoining property.

**(viii)** Ensure that condensation and run-off are drained through lines to existing drains or pipes.

**(ix)** Conceal electrical and coolant lines from view, as far as possible.

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**4.** No air conditioner shall be installed in a window.

### **D. Keeping an air conditioner**

**1.** An owner or occupier of a lot cannot install or keep an air conditioner if its presence would:

**(i)** interfere with the statutory duty of the Owners Corporation to maintain and repair the common property; or

**(ii)** place the Owners Corporation in breach of its obligations under Occupational Health & Safety requirements or the requirements of WorkCover or other relevant statutory authority; or

**(iii)** impede necessary access for tradesmen to carry out necessary maintenance and repair on the common property.

**2.** An owner or occupier must not use an air conditioning unit in breach of the Protection of the Environment Operations Act 1997 or any other applicable Statute.

**3.** An owner or occupier must not use an air conditioner if its use generates noise, vibration or heat that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or of the common property by any person entitled to use it. If required by the Owners Corporation (acting reasonably) the owner or occupier will perform remedial works to mitigate noise or vibration or remove a unit.

**4.** The owner or occupier must maintain the air conditioner in a state of good and serviceable repair and must renew or replace it when necessary.

**5.** The owner or occupier is responsible to maintain the structural integrity of the building, the integrity of waterproofing and the integrity of fire safety of the building in relation to the installation and keeping of an air conditioner. Any penetration of the common property or fire rated element is to be sealed in accordance with the Building Code of Australia and relevant Australian Standards.

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**6.** For the purpose of this by-law any air conditioner shall remain the property of the owner of the lot installing it or the owner of the lot served by it whether or not it is installed by the owner or occupier:

**7.** The owner or occupier at his or her own cost must repair any damage to the common property or the property of the owner or occupier of another lot occurring in the installation, maintenance, replacement, repair or renewal of an air conditioner.

**8.** The owner or occupier must indemnify the Owners Corporation and the owners and occupiers of other lots against any liability or expense (including any liability for damages under Section 65(6)) that would not have been incurred if the air conditioner had not been installed or constructed.

**9.** An owner or occupier may remove an air conditioner but must do so at his expense and in a workmanlike manner. An owner or occupier must ensure that after an air conditioner is removed the common property is restored.

**10.** If an owner or occupier fails to carry out his obligations under this by-law after being requested in writing to do so, the Owners Corporation will be entitled pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the costs from the owner as a debt.

**11.** The terms of this by-law apply to any replacement air conditioner unit and air conditioning units already installed within the scheme.

**12.** The terms of this by-law constitute the approval of the Owners Corporation in terms of By-law 5 (damage to common property) and By-law 17 (Appearance of Lot) of the Residential Scheme Model By-laws applicable to the strata scheme.

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**SPECIAL BY-LAW NUMBER 5 - Electronic Service of Notices**

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

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## **Special By-Laws & Restrictions on Use of Land**

### **SPECIAL BY-LAW NUMBER 6 - Kitchen Exhaust Equipment Works**

#### **PART 1**

##### **PREAMBLE**

**1.1** The purpose of this by-law is to allow Owners to install Kitchen Exhaust Equipment within their lots and to set out a programme by which an Owner shall make application for such installation, and thereafter to provide certain enduring rights and obligations on the Owner.

##### **THIS BY-LAW TO PREVAIL**

**1.2** If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

#### **PART 2**

##### **DEFINITIONS & INTERPRETATION**

##### **2.1 Definitions**

In this by-law, unless the context otherwise requires or permits:

- (a)** Act means the Strata Schemes Management Act, 1996.
- (b)** Kitchen Exhaust Equipment means an Owner's kitchen exhaust equipment.
- (c)** Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (d)** Building means the building situated at 2-10 Quarry Master Drive, Pymont NSW 2009.
- (e)** Council means the City of Sydney Council.

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**(f)** Insurance means:

- i.** contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
- ii.** insurance required under the Home Building Act, 1989 (if any); and
- iii.** workers' compensation insurance.

**(g)** Lot means any lot in strata plan 61091.

**(h)** Owner means the owner(s) of the Lot.

**(i)** Owners Corporation means the owners corporation constituted by the registration of strata plan 61091.

**(j)** Works means the works to the Lot and common property to be carried out for and in connection with the Owners' installation, repair, maintenance and replacement (if necessary), of an Kitchen Exhaust Equipment, including the vent and filters, together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the provisions of this by-law.

### **2.2 Interpretation**

In this by-law, unless the context otherwise requires:

- (a)** the singular includes plural and vice versa;
- (b)** any gender includes the other genders;
- (c)** any terms in the by-law will have the same meaning as those defined in Act;
- (d)** references to legislation include references to amending and replacing legislation;
- (e)** reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f)** references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

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## **Special By-Laws & Restrictions on Use of Land**

### **PART 3**

#### **CONDITIONS**

##### **3.1 Prior to commencement of the Works**

Prior to the commencement of the Works, the Owner shall:

- (a)** provide the following information to the Owners Corporation in respect of the proposed installation:
  - (i)** a diagram depicting the location of all parts of the Works; and
  - (ii)** the manufacturer or supplier's brochure setting out the specifications of the Works;
- (b)** obtain written approval (based on the information provided in paragraph (a) above) for the location, type, size, sound and energy rating of the Works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld, and, in this regard, the executive committee is expressly authorised to give such approval;
- (c)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (d)** prepare and provide to the Owners Corporation:
  - (i)** a new by-law under section 52 of the Act and a special resolution pursuant to section 65A of the Act; and
  - (ii)** the Owner's written consent to the passing of the by-law and consent to be responsible for maintenance, repair and replacement of the Works,  
  
such by-law, special resolution and consent to be prepared substantially in terms of the forms attached at Annexure A and to be considered at a general meeting of the Owners Corporation; and
- (e)** effect and maintain Insurance and provide a copy to the Owners Corporation.

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### **3.2 Compliant Works**

To be compliant under this by-law, Works so approved must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) not be installed through or attached to windows or brick walls;
- (c) be manufactured and designed to specifications for domestic use;
- (d) comply with the Building Code of Australia and Australian Standards;
- (e) be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
- (f) comprise materials that are good and suitable for the purpose for which they are used and must be new.

### **3.3 During installation of the Works**

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any

Authority including any fire safety regulations;

- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to operate the Kitchen Exhaust Equipment are installed so they are connected to the Lot's electricity or appropriate supply;

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(e) carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;

(f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;

(g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;

(h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;

(i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;

(j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

(k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

### **3.4 After installation of the Works**

**3.4.1** After the installation of the Works is completed, the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the installation of the Works has been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;

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(c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;

(d) provide the Owners Corporation with certification from a suitably qualified engineer{s} approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and

(e) provide the Owners Corporation's nominated representative(s) access to inspect the

Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

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

### **3.5 Enduring rights and obligations**

The Owner must:

(a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);

(b) not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation:

(c) properly maintain and upkeep the Works in a state of good and serviceable repair;

(d) properly maintain and upkeep those parts of the common property in contact with the Works:

(e) use reasonable endeavours to cause as little disruption as possible when using the Kitchen Exhaust Equipment;

(f) remain liable for any damage to lot or common property arising out of or in connection with the Works (or their use) and will make good that damage immediately after it has occurred;

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(g) comply with all directions, orders and requirements of any Authority relating to the use of the Works;

(h) subject to paragraph (g), not use the Kitchen Exhaust Equipment between the hours of 10:00pm - 7:00 am on weekdays and 10:00 pm - 8:00 am on weekends and public holidays;

(i) ensure the Kitchen Exhaust Equipment does not cause water escape or water penetration to lot or common property (including the Lot); and

(j) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

### **3.6 Failure to comply with this by-law**

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

(a) carry out all work necessary to perform that obligation;

(b) recover the costs of such work from the Owner as a debt due; and

(c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

### **3.7 Ownership of Works**

The Works will always remain the property of the Owner.

### **3.8 Applicability**

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise) the provisions of Part 3 shall also apply in relation to that removal.

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## **Special By-Laws & Restrictions on Use of Land**

### **SPECIAL BY-LAW NUMBER 7 - Balconies**

#### **7. Balconies**

##### **7.1 What you may keep**

You may keep planter boxes, pot plants, landscaping, occasional recreational equipment on the balcony of your Lot only if it

- a) will not cause damage; and
- b) is not dangerous

##### **7.2 Removal of Items**

The Owners Corporation may require you, at your cost, to temporarily remove items from your balcony that are not Common Property so that the Owners Corporation may inspect or repair Common Property.

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## **Special By-Laws & Restrictions on Use of Land**

### **SPECIAL BY-LAW NUMBER 8 - Barbeque**

#### **8. Storing & Operating a Barbeque**

##### **8.1 What are your rights and obligations?**

You may store and operate a portable barbeque on the balcony or courtyard of your apartment if:

- a)** it is a type approved under By-law 8.2 ('Types of portable barbeques');
- b)** it will not (or is not likely to) cause damage;
- c)** it is not (or is not likely to become) dangerous;
- d)** you keep it covered when you are not operating it;
- e)** you keep it clean and tidy; and
- f)** you comply with this by-law

##### **8.2 Types of portable barbeques**

You may store and operate the following types of portable barbeques on the balcony or courtyard of your apartment:

- a)** a covered gas or electric portable barbeque; or
- b)** any other type approved by the Owners Corporation

##### **8.3 What if your barbeque interferes with someone else?**

When you use a barbeque, you must not create smoke, odours or noise which interferes unreasonably with another owner or occupier.

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## **Special By-Laws & Restrictions on Use of Land**

### **SPECIAL BY-LAW NUMBER 9 - Tourist and Visitor Accommodation** **Prohibited**

#### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

##### **1.1 In this by-law:**

- (a) **Environmental Planning Instrument** means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Strata Scheme, and includes from time to time, any development control plan issued by the local council, and applicable development consents;
- (b) **Tourist and Visitor Accommodation** means temporary or short term accommodation on a short term basis including but not limited to serviced apartments, backpacker accommodation, hotels, guest houses, bed and breakfast establishments and motels;
- (c) **Lot** means a lot in the Strata Scheme;
- (d) **Owner or Occupier** means the owner or occupier of a Lot from time to time;
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan 61091; and
- (f) **Strata Scheme** means strata scheme 61091.

##### **1.2 In this by-law a word which denotes:**

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

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## **Special By-Laws & Restrictions on Use of Land**

### **PART 2**

#### **RESTRICTION OF RIGHT**

- 2.1 Subject to clause 2.3, an Owner or Occupier shall not use their Lot or the common property for Tourist and Visitor Accommodation.
- 2.2 An Owner or Occupier shall not at any time breach:
- (a) any development consent condition of the Strata Scheme; and
  - (b) any Environmental Planning Instrument.
- 2.3 The prohibition on use in clause 2.1 does not apply to a Lot if:
- (a) The Lot is permitted pursuant to applicable Environmental Planning Instruments to be used for Tourist and Visitor Accommodation; and
  - (b) The Owner of the Lot has provided the Owners Corporation with evidence of that entitlement under applicable Environmental Planning Instruments to use the Lot for Tourist and Visitor Accommodation.

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## **Special By-Laws & Restrictions on Use of Land**

### **SPECIAL BY-LAW NUMBER 10 - Works program**

#### **PART 1**

#### **DEFINITIONS & INTERPRETATION**

##### **1.1 In this by-law:**

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building Alteration Plan Provisions** means either:
  - (i) Section 14 of the *Strata Schemes (Freehold Development) Act 1973*;  
or
  - (ii) Section 19 of the *Strata Schemes Development Act 2015*,  
as is applicable at the time.
- (c) **Changes to Common Property Provisions** means either:
  - (i) Section 65A of the *Strata Schemes Management Act 1996*; or
  - (ii) Section 108 of the *Strata Schemes Management Act 2015*,  
as is applicable at the time.
- (d) **Common Property Rights Provisions** means either:
  - (i) Section 52 of the *Strata Schemes Management Act 1996*; or
  - (ii) Section of the *Strata Schemes Management Act 2015*,  
as is applicable at the time.
- (e) **Building Manager** means a person or corporation appointed by the Owners Corporation as either a caretaker, building manager or onsite manager or some other person appointed by the Owners Corporation to fulfil a role similar to these roles apart from the strata manager.
- (f) **Flooring Works** means the installation of hard surface flooring.

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(g) **Insurance** means:

- (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
- (ii) insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an interested party; and
- (iii) worker's compensation insurance, if required.

(h) **Lot** means a lot in the Strata Scheme.

(i) **Owner or Occupier** means the owner or occupier of a lot in strata scheme 61091.

(j) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 61091.

(k) **Required Documents** means:

- (i) existing plans and drawings;
- (ii) details of the work, including copies of any proposed plans and drawings;
- (iii) if the plans and drawing do not adequately describe the works a description of the works;
- (iv) details of the current and proposed flooring system, and if the Owner or Occupier is proposing to change the flooring system a report from an acoustic engineer nominated by the Owners Corporation about the proposed flooring system which provides that it complies with the scheme's by-laws;
- (v) duration and times of the work;
- (vi) details of the persons carrying out the work, including qualifications to carry out the work;
- (vii) arrangements to manage any resulting rubbish or debris; and
- (viii) any other document reasonably required by the Owners Corporation.

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- (l) **Standards** means the Building Code of Australia within the meaning of the Environmental Planning and Assessment Act 1979 and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.
- (m) **Strata Scheme** means strata scheme 61091.
- (n) **Works** means the additions and alterations (including any Flooring Works) undertaken by an Owner or Occupier to their lot and to the common property as specified in the Required Documents, except for:
  - (i) the installation of smoke alarms;
  - (ii) the installation of carpet floor coverings; or
  - (iii) works which the Lot owner is authorised to carry out pursuant to section 109 of the *Strata Schemes Management Act 2015* (Cosmetic works by owners).

### **1.2 In this by-law a word which denotes:**

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- (d) references to legislation includes references to amending and replacing legislation.

## **PART 2**

### **GRANT OF RIGHT**

- 2.1** The Owner or Occupier must not install or carry out Works except in accordance with Part 3 of this by-law.

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**Special By-Laws & Restrictions on Use of Land**

**PART 3 - CONDITIONS**

**PART 3.1**

**FLOORING WORKS**

- 3.1 An Owner or Occupier undertaking Flooring Works must:
- (a) install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot; and
  - (b) if that Owner or Occupier is seeking to undertake the Works within the bathroom, kitchen, laundry and lavatory areas of their respective lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining lots.

**PART 3.2**

**Before commencement**

- 3.2 Before commencement of the Works the Owner or Occupier must:
- (a) provide the Required Documents to the Owners Corporation not less than 14 days before the commencement of the Works;
  - (b) obtain approval for the Works from the Owners Corporation which may be in the form:
    - (i) of a resolution under the Changes to Common Property Provisions; and/or
    - (ii) a by-law under the Changes to Common Property Provisions and the Common Property Rights Provisions, granted to an Owner;
  - (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (d) effect and maintain Insurance and provide a copy to the Owners Corporation;
  - (e) arrange with the Building Manager a suitable time and means by which to access the building and a nominee who will be responsible for supervising the work to be contactable in emergencies at all times.

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### **PART 3.3**

#### **During construction**

- 3.3 Whilst the Works are in progress the Owner or Occupier must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work; and ensure that they:
    - (i) comply with any requirements of the Owners Corporation and the Building Manager, including to report and sign-in upon arrival as directed by the Building Manager;
    - (ii) make arrangements with the Building Manager, regarding suitable times and means of access to the building;
    - (iii) use the loading dock entrance or such other entrance as directed by the Building Manager; and
    - (iv) are informed they must not and do not access the building through the main lobby at any time.
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Standards;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) ensure that the Works are not carried out on Sundays or public holidays;
  - (f) ensure that the Works do not damage service lines or pipes or interrupt services to the parcel;
  - (g) ensure that the Works do not interfere with or alter the integrity of fire rated doors or walls;
  - (h) ensure that where the Works include removal of carpet to expose underlying sound-absorbing magnacite at any stage, not damage or remove that magnacite;

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- (i) where any work undertaken includes waterproofing (or should include waterproofing in the executive committee's reasonable opinion) then the Owner or Occupier must ensure that at their cost:
  - (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
  - (ii) that they produce to the Building Manager on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the executive committee.
- (j) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (k) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (l) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (m) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (n) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.4**

#### **After construction**

- 3.4 After the Works have been completed the Owner or Occupier must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;

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- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) comply with any requirement to lodge a building alteration plan in accordance with the Building Alteration Plan Provisions; and
- (f) in regards to the Flooring Works, provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents.

### **PART 3.5**

#### **Enduring rights and obligations**

#### **3.5 The Owner or Occupier:**

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

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## **Special By-Laws & Restrictions on Use of Land**

### **Restrictions on the use of the land – Tara SP61091**

#### **1) Terms of restriction on use referred - Building**

A building or other structure shall not be erected, constructed or placed in the area within 3 metres of any building or structure on the land contained in CP/SP47554.

#### **Right to consent to release, variation or modification**

The consent of the registered proprietor of the benefited lot is required to any release, variation or modification of this restriction on use.

#### **2) Restrictions on the use of the land - Garage**

##### **2.1 Terms of restriction firstly referred to in abovementioned plan:**

The car space/garage forming part of the lot burdened may not be used by persons who are not a resident, occupant or tenant of a lot or a visitor of a resident, occupant or tenant of a lot. The registered proprietor, occupant, lessee or tenant of the lot burdened must not grant or permit to be granted any lease, licence or sublease or otherwise part with possession of any car space/garage forming part of the lot other than to a resident, tenant or occupier of a lot except in conjunction with the lease, licence or transfer of a lot.

##### **2.2 Terms of restriction secondly referred to in abovementioned plan:**

No part of the common property, apart from the designated visitor car spaces which are to be used only for the purpose of parking vehicles of visitors to the building and the loading spaces which are to be used only by service vehicles, are to be used for the parking or storage of vehicles or boats, and the Owner's Corporation must not grant or permit to be granted any lease, licence, sublease or exclusive use rights, or otherwise part with possession of any part of the common property, including the visitor car spaces and loading spaces, for the purpose of parking or storage of vehicles or boats.