

Special by-law no. XX - Authorisation of building works in lot X

(1) Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law, the Owner of the Lot shall have a special privilege to carry out the Works to the Lot and a right of exclusive use and enjoyment of that part of the Common Property directly affected by the Works incorporating the following: -

- a) Installation of dedicated electrical cabling to be run from the main electrical room through a wall penetration (to be compliant with relevant fire regulations) into the carpark. It will then be run through 25mm grey conduit affixed to the underslab for approximately 25m to the back wall or internal column of the car park and down the wall to a new electric vehicle charging station; and
- b) Installation of one new electric vehicle charging station installed at single phase 32amps;
- c) The charging station is to have a weatherproof IP53 rating at minimum and be positioned on the wall as indicated, at least 1 metre off the floor; and

all as depicted on the Plans annexed to and forming part of this By-law.

(2) Definitions

For the purposes of this By-law:

"Act" means the *Strata Schemes Management Act 2015* and the regulations thereunder each as amended or replaced from time to time;

"Council" means North Sydney Council; **"Lot"** means Lot 20 in Strata Plan 88960;

"Owner" means the Owner or Owners for the time being of the Lot and, for the avoidance of doubt means and includes any and all successors in title to the Lot;

"Plans" means the plans/drawings prepared by Wattblock and dated 20th March 2023 and the scope of work attached to this By-law;

"Works" means and includes all of the building works described in clause 1 of this By-law and any other building works to be carried out by or at the direction of the Owner either to effect, or which are ancillary to, those building works.

(3) Interpretation

Unless the context otherwise requires, in this By-law where any word or phrase has a defined meaning in or for the purposes of the Act that word or phrase has the same meaning in this By-law.

(4) Conditions

(A) Prior to Undertaking Works

Prior to undertaking the Works, the Owner must obtain and provide to the Owners Corporation:

- a) any approval of the Council for the performance of the Works (if required);

b) the certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owner's corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;

ii. any insurance required in respect of the Works under Section 92 of the Home Building Act 1989; and

iii. worker's compensation insurance policy in accordance with applicable legislation;

c) a materials handling plan setting out how tradespersons and suppliers, materials including building materials, plant, equipment or debris will be supplied to, transferred within and removed from the strata scheme;

(B) Performance of Works

In carrying out the Works, the Owner must:

a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any Owner or Occupier of any other Lot in the Strata Scheme;

b) carry out the Works substantially in accordance with the Plans;

c) not materially amend or vary the Plans without the approval in writing of the Owner's Corporation;

d) not make any new floor penetrations;

e) any existing exhaust ventilation ducting is re-connected and any inspection access points are maintained or reinstated;

f) ensure the Work does not involve any change to the front entry door or its location.

g) ensure that wet area waterproofing has a 10 year performance warranty from the installer;

h) ensure that the Works are carried out in accordance with the development consent granted by the Council (if applicable);

i) take reasonable precautions to protect all areas of the Building outside the Lot from damage by the Works;

j) transport all construction materials, equipment, debris and other material associated with the Works over Common Property in the manner reasonably directed by the Owners Corporation and in accordance with the materials handling plan;

k) keep all areas of the Building outside the Lot that are affected by the performance of the Works clean and tidy throughout the performance of the works, ensure that, so far

as is reasonably practicable, the Works are performed wholly within the Lot and remove all debris from the Building resulting from the Works as soon as practicable;

l) ensure that no doors or access ways are blocked or hindered in any way by the Owner or the Owner's contractor, their employees, contractors, servants or agents or by construction materials, equipment, debris and other material associated with the Works;

m) ensure that no construction materials, equipment, debris and other material associated with the Works is deposited on the Common Property at all or on the pavement or driveway outside the Building unless prior arrangements have been made by the Owner or the Owner's contractor with the Owners Corporation for the use and siting of a rubbish skip or dump bin and the deposit is in accordance with the materials handling plan;

n) ensure that no security doors to the Building are propped open by the Owner or the Owner's contractor, their employees, contractors, servants or agents;

o) ensure that neither the Owner nor the Owner's contractor, their employees, servants or agents uses any of the Owners Corporation's garbage bins to store or cart debris, building materials, tools or equipment;

p) only perform the Major Renovations between the hours of 7:30am to 5:00pm Monday to Friday, no loud noise before 8:00am, or 9.00am to 1.00pm on Saturdays (not including public holidays) and are not carried out at any other time, except during such other hours as are approved in writing by the Strata Committee, acting reasonably;

q) ensure that written notice is given to the Strata Committee and Occupiers of other Lots in the Strata Scheme adjacent to the Lot no later than 24 hours prior to commencement of any Major Renovations which are likely to generate significant noise and/or vibration of whatsoever nature (including the use of percussive equipment such as a jackhammer) that can be heard or felt beyond the limits of the Lot and must ensure that such Major Renovations are only performed between the hours of 8.00am and 5:00pm Monday to Friday only (excluding public holidays) or at such other hours as are approved in writing by the Strata Committee, acting reasonably;

r) ensure that the Works do not interfere with or damage the Common Property, the property of any other Lot Owner or any utility lines otherwise than as approved in this By-law;

s) make good any damage caused by the Owner or the Owner's contractor, their employees, servants or agents in the performance of the Works within a reasonable period after that damage occurs;

t) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within six months of their commencement; and

u) on completion of the Works, provide a copy of the "as built" plans and specifications to the Owners Corporation.

(5) Liability and Indemnity

a) The Owner is liable for any damage caused to any part of the Common Property or any property of any other Owner or Occupier as a result of the performance of the Works

and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

b) The Owner must indemnify the Owners Corporation and any other Owner or Occupier against any liability or expense arising out of the Works incurred or sustained by the Owners Corporation or that Owner or Occupier as a result of or arising out of the Works or the performance thereof, including any expense or liability pursuant to Section 144(3) of the Act in respect of the alterations and additions installed in the course of the Works.

c) The Owner must, at the Owner's cost, maintain the alterations and additions installed in the course of the Works (including but not limited to the fixtures and fittings installed as part of the Works) and any Common Property affected by the Works in a state of good and serviceable repair and must renew or replace them whenever necessary.

(6) Costs

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

b) The Owner must pay the reasonable costs of the Owners Corporation in registering this By-law.

(7) Right to Remedy Default

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

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

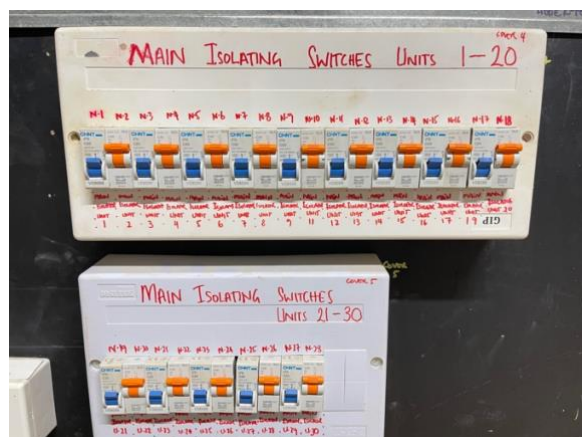
b) enter upon any part of the Lot to carry out that work; and/or

c) recover the costs of carrying out that work from the Owner;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Plans

The EV Charger for Unit X will be fed from Unit X the Main Switch at the Group Meter Panel. The EV charger will be fed from a newly installed single phase RCBO and will not share current with any other electrical device to meet regulations.






The cabling will be run in a newly installed conduit from the Main Switch Room. Penetration will be sealed with fire rated sealant.

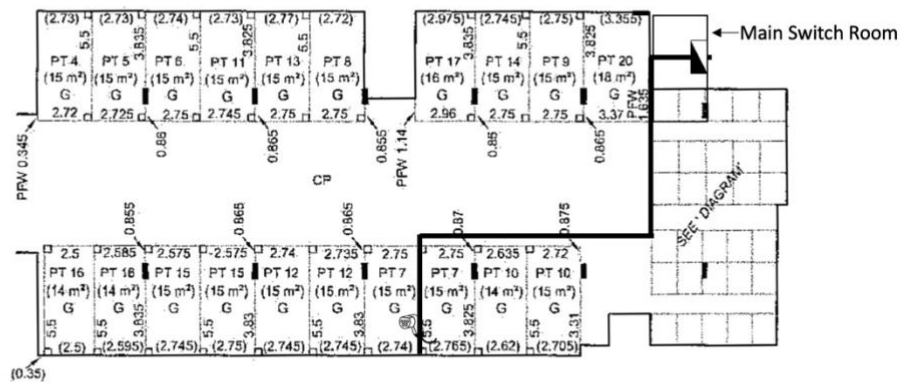


Conduit will run along the rooftop to Unit X carspace as per diagram below:

Legend

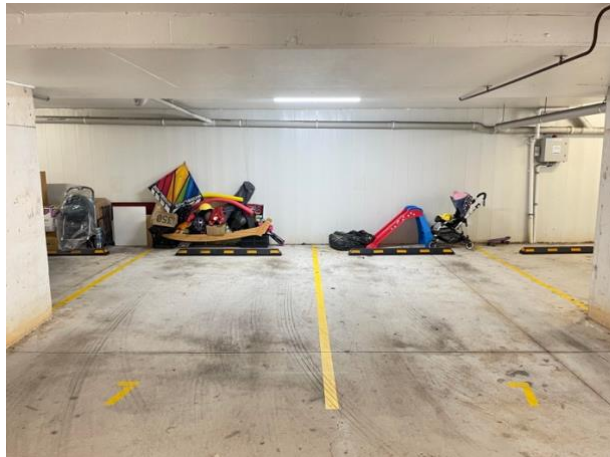
-  Existing Meter Board
-  Proposed Conduit Run
-  Proposed EV Charger

Lot X EV Charger Install Plan



BASEMENT LEVEL

EV charger will be installed, at least one metre above the ground behind Lot X carspace.



Equipment to be installed:

- Single Phase 32A RCBO
- 6mm 2C+E Orange Circular
- 25mm Medium Duty Electrical Conduit and fittings (Grey in Colour)
- Tesla Generation 3 Wallcharger