



By-Laws



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By-Law 1 - Interpretation

1.1 In these By-Laws, unless a contrary intention appears:

"Act" means the Strata Scheme Management Act, 1996.

"Apartment" means a residential Lot.

"Apartment Services Agreement" means the agreement referred to in by law 24.1.

"Apartment Services" means the provision by the Building Manager to those owners and occupiers of lots who elect to use them, services associated with the occupation of the lot such as (for example) the hiring of furniture and equipment, car washing, arranging tradesmen for work and repairs inside the apartment which is not the responsibility of the Owners' Corporation.

"Building" means any of the buildings comprising the scheme.

"Building Manager" means Resman Pty Limited ACN 003 796 147.

"Building Services" means services in connection with the cleaning, maintenance and repair of the Building including without the limitation the services described in By-Law 23.3.

"Building Services Agreement" means the agreement referred to in By-Law 23.1.

"Common Property" means the common property in the scheme and the Owners' Corporation personal property.

"Governmental Agency" means any governmental or semi governmental administrative fiscal or judicial department, commission, authority, tribunal agency or entity.

"Lot" means a lot in the scheme.

"Managing Agent" means the person appointed by the Owners' Corporation as its managing agent under Section 26 of the Act and, in the absence of a managing agent, the secretary of the Owners' Corporation.

"Owner" means the owner for the time being of a lot in the scheme.

"Owners' Corporation" means the owners' corporation for the scheme.

"Recreational Areas" means those parts of the Common Property designated as such from time to time by the Owners' Corporation including the swimming pool.

"Scheme" means the strata scheme created upon registration of the Strata Plan.

"Secretary" means the secretary for the time being of the scheme.

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

"Sign" means any sign, light, advertisement, name or notice, or similar device.

1.2 In these By-Laws, unless the context otherwise requires: headings are for convenience only and do not affect the interpretation of By-Laws;

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners' Corporation and any Governmental Agency;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (e) a reference to anything includes a part of that thing; and
- (f) a reference to any statute, regulation, proclamation, ordinance or By-Law includes all statutes, regulations, proclamations, ordinances or By-Laws carrying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and By-Laws issued under that statute.

- 1.3 These By-Laws must be complied with by an owner, occupier, lessee or mortgagee in possession of a Lot together with the Owners' Corporation.

By-Law 2 - Behaviour by owners and occupiers

- 2.1 An owner or occupier must not;
- (a) create any noise or behave in a manner likely to interfere with another owner or occupier or their visitors; or
 - (b) obstruct lawful use of Common Property by any person; or
 - (c) permit visitors to remain on the Common Property unsupervised except as necessary for access of the visitors; or
 - (d) permit the car parking area of the Building designated for the parking of vehicles and forming part of that owner's or occupier's Lot to be used for any purpose other than for housing motor vehicles, bicycles and motorcycles; or install storage units except as permitted under By-Law 28, or;
 - (e) do anything on the Lot or the Common Property which is illegal; or
 - (f) use language or act in a manner which might offend or embarrass another owner or occupier or their visitors; or
 - (g) smoke cigarettes, cigars or pipes whilst on the Common Property; or
 - (h) allow cigarette, pipe or cigar smoke to travel or permeate beyond the boundaries of the owner's or occupier's Lot and/or cause nuisance or hazard or otherwise interfere unreasonably with the use and enjoyment of a Lot by another resident
 - (i) throw, drop or allow to fall cigarette butts or any other item from a balcony area
 - (j) obstruct lawful use of the Common Property by any person except on a temporary and non-recurring basis.

- 2.2 An owner or occupier must be adequately clothed when on Common Property provided that nothing in this By-Law shall prevent the wearing of swimming costumes of a type reasonable in accordance with current acceptable community standards within the swimming pool or its immediate surrounds.
- 2.3 An owner or occupier must not permit any child under 12 who is in their care to:
- (a) play upon any Common Property (except for the Powell Street Lawn and then only under the supervision of a responsible adult);
 - (b) be in an area of Common Property that is an area of possible damage or hazard to children unless an adult exercising effective control is with them.

(As amended 19 November 2013)

By-Law 3 - Control of invitees

- 3.1 An owner or occupier must:
- (a) take all reasonable steps to ensure that invites comply with these By-Laws;
 - (b) take all reasonable steps to make such invitees leave the Building if they do not comply with these By-Laws.

By-Law 4 - Compliance with laws

- 4.1 An owner or occupier must at their own expense promptly comply with all laws, regulations and the like relating to the Lot.

By-Law 5 - General requirements for use and maintenance of a Lot

- 5.1 An owner occupier must:
- (a) keep their Lot clean and tidy and in good repair and condition;
 - (b) notify the Owners' Corporation if there is change in the use of the Lot in a way that might affect insurance premiums for the scheme;
 - (c) keep clean all exterior surfaces of glass in windows and doors on the boundary of a lot unless:
 - (i) the Owners' Corporation resolves that it will keep the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the owner or occupier of the Lot safely or at all.
 - (d) only keep furniture on balconies and courtyards that is appropriate for outdoor use
- 5.2 An owner or occupier must not:
- (a) operate electronic equipment or a device which interferes with domestic appliances;

- (b) hang laundry, bedding or other articles on the balcony of a Lot or any area which is visible from outside the Lot;
 - (c) without the prior consent in writing of the Owners' Corporation:
 - (i) install bars, screens or grilles on the windows or exterior doors of the Lot (refer to By-Law 27);
 - (ii) display any sign or advertisement which is visible from outside the Lot or is attached to the Common Property.
 - (iii) keep anything in a Lot which is visible from outside that Lot which is not in keeping with the general appearance of the Building.
 - (iv) install an air conditioning unit in a Lot (refer to By-Law 26);
 - (v) install or operate an intruder alarm system with an audible signal;
- 5.3 An owner or occupier may install security locks and child window safety devices on exterior windows and doors without prior consent of the Owners Corporation, provided that:
- (i) no addition or alteration is made to a door that is the subject of fire regulation;
 - (ii) no damage is done to the common property other than the subject windows and doors; and
 - (iii) any installation is in keeping with the appearance of the building.
- 5.4 An owner or occupier of a Lot must ensure that the number of persons who occupy that Lot is limited to 2 adults multiplied by the number of bedrooms shown on the building plans (or an authorised renovation) for that Lot.

(As amended 19 November 2013)

By-Law 6 - Floor coverings

6.1 Definitions:

- (i) In this by-law:

Commencement Date means 25 August 2010

Non-Carpet Floor Covering means a floor covering on the lower boundary of a Lot (other than in a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to, 'parquetry, tiles, cork and marble.

Owners Corporation means The Owners - Strata Plan No 69259.

- (ii) Where any term used in this by-law is defined in the Strata Schemes Management Act 1996, it has the same meaning as in that Act.

6.2 Application of By-Law

This by-law applies to all Non-Carpet Floor Coverings, whether installed or laid before or after the Commencement Date.

6.3 Prohibition

- (i) After the Commencement Date an Owner must not install or lay a Non-Carpet Floor Covering in the Owner's Lot unless the owner complies with the conditions specified in paragraph 6.5.
- (ii) An Owner must not retain a Non-Carpet Floor Covering in the Owner's Lot that was installed or laid before the Commencement Date unless the owner complies with the conditions specified in paragraph 6.6

6.4 Rights

Subject to the conditions in paragraphs 6.5 and 6.6, Owners are granted a special privilege to lay and maintain Non-Carpet Floor Coverings at the lower boundaries of their lots.

6.5 Conditions for new Non-Carpet Floor

After the Commencement Date an Owner may install or Jay a Non-Carpet Floor Covering in that Owner's Lot on condition that the Owner:

- (i) obtains the permission in writing of the Owners Corporation before any work is carried out in relation to the Non-Carpet Floor Covering;
- (ii) pays a bond of an amount to be determined by the Executive Committee from time to time;
- (iii) engages a licensed contractor to carry out the work
- (iv) does not affix without the approval of the Owners Corporation anything to the concrete slab
- (v) maintains all fire & sound proofing to the original specification or higher

Works

- (vi) when carrying out work in relation to the Non-Carpet Floor Covering:
 - (a) protects all areas of the Common Property from damage and; indemnifies the Owners Corporation in respect of any damage to Common Property
 - (b) does not disturb the peaceful enjoyment of the owner or occupier of another lot;
 - (c) promptly removes all debris resulting from work;
 - (d) complies with Mondrian Rules governing carrying out of the works

Noise

- (vii) ensures that the Lntw of the floor after the Non-Carpet Floor Covering has been installed is 60 or less when carried out and calculated according to the requirements of ISO 140-7:1998 and ISO 717-2:1996;
- (viii) provides to the Owners Corporation at the Owner's expense within 14 days after the Non-Carpet Floor Covering has been installed and access has been granted for the purposes of testing by the Owner of the lot or lots below, or in the case of a ground floor Jot, or a two storey lot where the proposal only relates to the upper floor, the adjacent lots, a certified test report by a qualified engineer showing that the measured Lntw when carried out and calculated

according to the requirements of ISO 140-7:1998 and ISO 717-2:1996 is 60 or less;

Maintenance

- (ix) properly maintains and keeps the Common Property to which the Non-Carpet Floor Covering is attached in a state of good and serviceable repair;
- (x) properly maintains and keeps the Non-Carpet Floor Covering in a state of good and serviceable repair and replaces it as required from time to time; and

Cost

- (xi) pays all costs of the installation, maintenance and repair of the Non-Carpet Floor Covering.

6.6 Conditions for Existing Non-Carpet Floor Coverings

An Owner may retain a Non-Carpet Floor Covering in that Owner's Lot that was installed before the Commencement Date on condition that the Owner:

- (i) (a) had previously obtained the permission of the Owners Corporation to install the Non-Carpet Floor Covering and had complied with any conditions specified in that approval; or
(b) (i) notifies the Owners Corporation that a Non-Carpet Floor Covering has been installed in the Owner's Lot; and
(ii) within 28 days after receiving a notice from the Owners Corporation requiring the Owner to do so, provides at the Owner's expense a certified test report by a qualified engineer showing that the measured Lntw when carried out and calculated according to the requirement of ISO 140-7:1998 and ISO 717-2:1996 is 60 or less;

Maintenance

- (iii) properly maintains and keeps the Common Property to which the Non-Carpet Floor Covering is attached in a state of good and serviceable repair;
- (iv) properly maintains and keeps the Non-Carpet Floor Covering in a state of good and serviceable repair and replaces it as required from time to time; and

Cost

- (v) pays all costs of the installation, maintenance and repair of the Non-Carpet Floor Covering.

6.7 Notification and Approval Procedure

- (i) After receiving a request under paragraph 6.5 (i) or a notification under paragraph 6.6 (i) (b) (i) in relation to a Lot, the Owners Corporation must notify the Owners of all adjoining lots (both horizontally and vertically) that it has received such a request or notification.
- (ii) The Owners Corporation must not grant an Owner permission to install or lay a Non-Carpet Floor Covering until at least 14 days after notifying the Owners of adjoining lots in accordance with paragraph 6.7(i)

6.8 Refund of Bond

- (i) After an Owner has provided a report in accordance with paragraph 6.5 (viii) the Owners Corporation must refund the bond, less any costs the Owners Corporation has incurred as a result of non-compliance by the Owner with this by-law.
- (ii) If an Owner does not provide a report in accordance with paragraph 6.5 (viii) the Owners Corporation may arrange for independent testing of the flooring and any rectification required to be paid for out of the bond. The Owners Corporation must refund the bond, less any costs it has incurred as a result of non-compliance by the Owner with this by-law.

(As amended 29 August 2012)

By-Law 7 - Curtains and blinds

7.1 An owner or occupier must ensure that:

- (a) Window coverings must be white or off-white in colour and uniform in appearance when viewed from outside the building;
- (b) No fixed louvres or plantation shutters are installed in a Lot without the prior approval of the Owners Corporation.
- (c) No natural timber finishes on venetian blinds, louvres and plantation shutters installed in any window or door observable from outside the building.

(As amended 19 November 2013)

By-Law 8 - Garbage

8.1 An owner or occupier must:

- (a) recycle garbage according to any instructions from the Owner's Corporation or a Government agency;
- (b) drain and securely wrap garbage in small parcels and deposit them in designated areas provided for that purpose;
- (c) observe rules made by the Owners' Corporation relating to garbage, storage and removal.

8.2 An owner or occupier must not:

- (a) leave domestic garbage on the Common Property other than in the designated garbage room
- (b) place any domestic garbage in the bins located on the Powell Street lawn
- (c) deposit items that do not fit in the bins provided in the garbage room or anywhere else on the Common Property.

8.3 A owner or occupier must make their own arrangements for the removal of all items that do not fit in the garbage bins provided

- 8.4 An owner is liable for any costs incurred by the Owners Corporation in removing large items of furniture, effects or whitegoods left in the garbage room or anywhere else on the Common Property by that owner or their tenant.

(As amended 19 November 2013)

By-Law 9 - Moving of furniture and certain articles

- 9.1 An owner or occupier must not transport any furniture or other article likely to cause damage or obstruction through Common Property without first notifying the Secretary or Managing Agent.
- 9.2 An owner or occupier may only move an article likely to cause damage or obstruction through Common Property in accordance with the reasonable directions of the Secretary or Managing Agent.
- 9.3 An owner or occupier must arrange for the Building Manager to position lift protection blankets before transporting furniture or other large items in the lift.
- 9.4 An owner or occupier is liable for any damage caused by transportation of furniture or effects through the Common Property.
- 9.5 An owner or occupier may only move furniture and household effects in and out of the Building between the hours of 7:30 am and 5.00 pm, seven (7) days a week.

(As amended 19 November 2013)

By-Law 10 - Security of common property

- 10.1 An owner or occupier must not do anything which may prejudice the security of the Building.
- 10.2 An owner or occupier shall not use or interfere with any fire hydrant, hose reel or other fire fighting or fire safety equipment except in the case of any emergency.

By-Law 11- Notification of defects

- 11.1 An owner or occupier must promptly notify the Secretary or Managing Agent of any damage to the Common Property or any personal property owned by the Owners' Corporation.

By-Law 12 - Compensation to Owners' Corporation

- 12.1 An owner or occupier will be liable to compensate the Owners' Corporation for any damage to the Common Property or personal property owned by the Owners' Corporation caused by the owner or the owner's tenants, licensees or visitors.

By-Law 13 - Security keys

- 13.1 If the Owners' Corporation restricts access to parts of Common Property, the Owners' Corporation may provide security keys to the owners. The Owners'

Corporation may charge a fee or deposit for the security key or for additional or replacement security keys.

- 13.2 An owner or occupier must:
- (a) take all reasonable steps not to lose the security keys; and
 - (b) notify the Manager or the Managing Agent immediately if the security keys are lost.
- 13.3 An owner or occupier must not duplicate the security keys and must not give security keys to someone who is not an owner or occupier.

By-Law 14 - Storage of inflammable liquids

- 14.1 An owner must not, except without the prior written approval of the Owners' Corporation, use or store on the Lot or the Common Property any inflammable chemicals, liquid or gas or other inflammable materials provided however that this By-Law does not apply to chemicals, liquids, gases or other materials 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.

By-Law 15 - Keeping of animals

- 15.1 An owner or occupier of a Lot must not, without the prior written consent of the Owners' Corporation, keep any animal on the Lot or the Common Property. That approval is to be issued for the specific animal the subject of the application.
- 15.2 The Owners' Corporation may not unreasonably withhold its approval of the keeping of ONE SMALL animal on a Lot or the Common Property.
- (a) For dogs, small is defined as an adult being less than 13kg in weight and 40cm in height at the shoulders.
- 15.3 The following animals must not be kept on the lot or common property:
- (a) Dogs of a declared dangerous breed Any dog declared under the Companion Animals Act 1998 to be a dangerous dog or any dog that is a restricted dog within the meaning of that Act, or the regulations thereunder.
 - (b) Domestic fowl, game birds, cockatoos or large parrots.
- 15.4 An owner or occupier of a Lot who has been permitted by the Owners' Corporation to keep an animal on the Lot or Common Property must:
- (a) Keep the animal leashed and under control at all times when on Common Property (with the exception of the Powell Street lawn and Breezeway, where a dog may be off the leash);
 - (b) Ensure that all faeces or other animal waste, whether on the Lot or the Common Property is immediately removed and disposed of and that in doing so no faeces or other animal waste is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other

impermeable wrapping and in such a manner that no offensive odours escape;
and

- (c) Ensure that the animal does not disturb other owners or occupiers of a Lot;
and
- (d) Ensure that the animal does not wander on to another Lot or on the Common
Property; and
- (e) Ensure that dogs and cats are appropriately identified by, for example,
microchip, tattoo or other appropriate means and registered with City of
Sydney Council; and
- (f) Ensure that an appropriate flea and vaccination schedule is maintained in
respect of the animal; and
- (g) Acknowledge that the Owners Corporation may withdraw its consent to keep
an animal in the event of a breach of By-Law 15.

(As amended 19 November 2013)

By-Law 16 - Planter boxes on balconies

16.1 If there is a planter box on the balcony of the Lot an owner occupier must:

- (a) properly maintain the soil and plants in the planter box
- (b) remove any dead or diseased plants
- (c) ensure no water escapes into the Common Property or another Lot when the
plants are being watered.

(As amended 19 November 2013)

By-Law 17 - Recreational areas

- 17.1 The only persons entitled to use the Recreational Areas are owners and occupiers
of Lots and their visitors.
- 17.2 The Owners' Corporation shall be responsible for repairs and maintenance of the
Recreational Areas.
- 17.3 The Recreational Areas can only be used between the hours nominated from time
to time by the Owners' Corporation.
- 17.4 The Owners' Corporation may at any time make rules and regulations relating to
the Recreational Areas
- 17.5 Persons using the swimming pool shall exercise caution at all times and shall not
run or splash or behave in any manner that is likely to interfere with the use of such
facilities by other persons.
- 17.6 An owner or occupier shall ensure:
 - (a) that guests do not use the swimming pool unless another owner or occupier
accompanies them;

- (b) that children under the age of fifteen (15) years are not in or around the swimming pool unless accompanied by an adult owner or occupier exercising effective control over them;
 - (c) that glass containers or receptacles of any type are not taken to or allowed to remain in or around the swimming pool.
- 17.7 The Owners' Corporation must properly maintain the Recreational Areas and keep them clean and tidy and shall where necessary carry out maintenance and repairs and replace facilities.

By-Law 18 - Building works

- 18.1 Notwithstanding By-law 5, for the purpose of protecting the health, safety and welfare of all owners and occupiers of Lots and to avoid, so far as is possible, loss and damage to the Owners Corporation and owners and occupiers of Lots, the owner of a Lot (referred to as the "Owner" in this by-law) must not permit or carry out any building works of whatsoever nature in the Lot unless the Owner, the occupier and every contractor, builder, servant or agent of the Owner or occupier complies with the succeeding provisions of this by-law.
- 18.2 At least 21 days prior to undertaking any works, including any works described in By-law 5, the Owner must first notify the executive committee in writing of the Owner's intention to do so including in that notice:
- (i) the Owner's name and lot number;
 - (ii) a description of all of the works the Owner proposes to carry out, and
if the works effect a change to Common Property in any way by, for example, but without limitation, removal of walls, piercing of a Common Property wall or slab, enclosing a balcony, removal or installation of floor tiles, removal or installation of a bath, shower stall, toilet or hand basin, the Owner must provide with the notice floor plans and drawings depicting the Owner's Lot prior to the proposed works and a copy of the plans, drawings and specifications for the works.
- 18.3 For the purposes described in clause 18.1, the executive committee may impose restrictions and obligations on the Owner and the Owner's contractors, servants and agents including without limitation:
- (a) a requirement to apply to City of Sydney Council for development or other approval for the performance of the works or confirmation that no such approval is required; and
 - (b) such other restrictions and obligations the executive committee considers are reasonable and appropriate having regard to the nature of the works including the necessity for the adoption of an additional by-law authorising the specific works.
- 18.4 If the Owner's proposed works to not effect a change to or interference with Common Property in any material way, then the executive committee may approve the performance of those works pursuant to By-law 5.

- 18.5 If the Owner's proposed works effect a change to Common Property, prior to undertaking the works, in addition to any other restrictions or obligations imposed by the executive committee:
- (a) the Owner must obtain and provide to the executive committee the certificate of currency of the insurance policy or policies of the building contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the executive committee for:
 - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;
 - (ii) any insurance required in respect of the works under Section 92 of the *Home Building Act 1989*; and
 - (iii) workers' compensation in accordance with applicable legislation;
 - (b) if required by the executive committee, the Owner must obtain and provide to the executive committee the opinion of a structural engineer (reasonably acceptable to the executive committee) to the effect that if the works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the executive committee, the works will not adversely affect the structural integrity of the building or any part thereof;
 - (c) if required by the executive committee, the Owner must cause a dilapidation survey to be conducted of the Common Property and each Lot affected or likely to be affected by the building works and a report of that survey to be provided to the executive committee (**Dilapidation Report**);
 - (d) If required by the executive committee, the Owner must deposit with the strata managing agent for the Owners Corporation a bond not exceeding \$10,000 as security for the costs to the Owners Corporation of the repair of any Common Property damaged or defaced, or the cleaning of any Common Property defaced or soiled, by the performance of the works, which bond is to be drawn upon by the Owners Corporation if the Owner fails to repair or clean that Common Property to the reasonable satisfaction of the Owners Corporation within the period of two weeks after the works are completed (or such longer time as the executive committee, acting reasonably, agrees).
- 18.6 Upon compliance by the Owner with the Owner's obligations under clauses 18.3 and 18.4 (as applicable to the Owner's works), the executive committee will grant approval for the Owner's proposed works which approval may be subject to the adoption of an additional by-law authorising the works in the form set out in the schedule to this by-law.
- 18.7 In carrying out the works, the Owner must:
- (a) if the works effect a change to common property, ensure that the works are carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and relevant Australian standards;
 - (b) ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other Lot;

- (c) ensure that the works are carried out substantially in accordance with the plans, drawings and specifications provided to the executive committee prior to construction and, if the approval of City of Sydney Council is required for the conduct of the works, as approved by the Council;
 - (d) not materially amend or vary the plans, drawings and specifications without the approval in writing of the executive committee and, if required, the Council;
 - (e) take reasonable precautions to protect all areas of the building outside the Owner's Lot from damage by the works;
 - (f) ensure that all construction materials, equipment, debris and other material associated with the works is transported over Common Property in the manner reasonably directed by the executive committee and 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 outside the building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the executive committee for the use and siting of a rubbish skip or dump bin;
 - (g) ensure that all areas of the complex outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;
 - (h) ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;
 - (i) ensure that the works are only performed between the hours of 7.30 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday;
 - (j) ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, his employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;
 - (k) ensure that the works do not interfere with or damage the common property or the property of any other owner or occupier;
 - (l) ensure that neither the Owner nor the Owner's contractor, his employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;
 - (m) ensure that any damage caused by the Owner or the Owner's contractor, his employees, servants or agents in the performance of the works is made good within a reasonable period after that damage occurs;
 - (n) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within three months of their commencement or such longer period of time as the executive committee, acting reasonably, permits.
- 18.8 If the approval of City of Sydney Council is necessary to carry out the works, on completion of the building works the Owner must provide to the executive committee the certificate of the Council that the works have been inspected by the

Council and that the works comply with the conditions of any approval given by the Council.

- 18.9 The Owner is liable for any damage caused to any part of the Common Property or any other Lot as a result of the performance of the works and the Owner must take such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 18.10 The Owner indemnifies the Owners Corporation and each other owner and occupier of a Lot in the Scheme against any loss or damage the Owners Corporation and/or that other owner or occupier may suffer as a direct result of the performance of the works.
- 18.11 The Owner must, at the Owner's cost, maintain the fixtures and fittings installed in the course of the works in a state of good and serviceable repair and the Owner must renew or replace those fixtures and fittings when necessary and in the event that the Owner fails to do so, the owners corporation may, at the Owner's cost:
- (a) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the works;
 - (b) enter upon any part of the Owner's Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner,
- and the Owner indemnifies the Owners Corporation against any liability flowing from the actions of the Owners Corporation pursuant to this clause.
- 18.12 (a) Upon completion of the works, the Owner will be entitled to a refund of the bond deposited by the Owner with the strata managing agent but only if either:
- (i) no damage has been done by the performance of the works to any part of the Common Property in or about the building; or
 - (ii) any damage to any part of the Common Property caused by the performance of the works has been rectified by the Owner to the reasonable satisfaction of the executive committee.
- (b) If the Owner (including the Owner's contractor, his employees, servants or agents) leaves the Common Property unclean, untidy, defaced or damaged as a result of the movement of men, materials including building materials, plant, equipment or debris through the building and fails to rectify, to the reasonable satisfaction of the executive committee, that unclean, untidy, defaced or damaged Common Property, the Owners Corporation may carry out such works as are necessary (including cleaning) to rectify the unclean, untidy, defaced or damaged Common Property and apply the bond, or so much as is required to defray the Owners Corporation's costs, in or towards payment for that rectification work.
- (c) If and to the extent that the costs of rectification of unclean, untidy, defaced or damaged Common Property (including the costs of cleaning) are not covered by the bond provided by the Owner:
- (i) the Owners Corporation may recover the deficiency in the payment of those costs, including the costs of recovery, from the Owner as a debt due;

- (ii) if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the Act or if the regulations under the Act prescribe some other rate, then at that other rate; and
- (iii) the Owners Corporation may include reference to any such debt (including interest thereon) on notices under section 109 of the Act in respect of the Lot.

18.13 This by-law is intended to operate in conjunction with and not in derogation of By-law 5 but if there is any inconsistency between By-law 5 and this by-law, the provisions of this by-law prevail.

SCHEDULE

Pro forma of By-law Authorising Specific Building Works

Special By-Law No. **: - Approval of Specific Building Works in Lot ***

- (1) *The owners corporation agrees that:*
 - (a) *the building works, fixtures and fittings described in the Schedule to this by-law (the "Works") will be installed or effected by or on behalf of the owner of Lot ** (the "Lot"); and*
 - (b) *on the conditions set out in this by-law, the owner for the time being of the Lot (the "Owner") shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the common property directly affected by the Works.*
- (2) *If the Works involve the removal and/or replacement of tiles on the floor of any wet area or on any balcony, terrace or courtyard of the Lot, the Owner (including any contractor carrying out work on behalf of the Owner) must install under the tiles in each wet area, balcony, terrace or courtyard affected by the Works, waterproof membrane or other waterproofing product of a type reasonably satisfactory to the executive committee.*
- (3) *The Owner acknowledges and agrees that the provisions of By-law 18 relate to and are binding upon the Owner and the Owner must comply with By-law 18 with respect to the Works, which clauses are incorporated by reference in this by-law so that the Owner is responsible for the maintenance, upkeep, renewal and replacement of the Works and the common property affected by the Works and assumes all of the other responsibilities and liabilities under those clauses with respect to the Works.*
- (4) *The Owner is responsible for maintaining and keeping in a state of good and serviceable repair of the Common Property directly affected by the performance of the Works including without limitation the Common Property directly affected by the installation of fixtures and fittings installed as part of the Works.*
- (5) *The Owner must bear and pay the costs of preparation, adoption and registration of this by-law.*

SCHEDULE

Lot No. *** *Building Works, Fixtures & Fittings Authorised in this By-law*

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(As amended 19 November 2013)

By-Law 19 - Damage to common property

- 19.1 An owner or occupier must:
- (a) use the Common Property equipment only for its intended purpose;
 - (b) immediately notify the Owners' Corporation of any damage to or defect in the Common Property; and
 - (c) compensate the Owners' Corporation for any damage to the Common Property caused by an owner or occupier, persons doing work on the residential scheme on an owner or occupier's behalf or their visitors.
- 19.2 An owner or occupier must not bring heavy items into the Building that might cause structural damage to the Building.

By-Law 20 - Visitor parking

- 20.1 An owner or occupier must not at any time park or stand vehicles on those car spaces designated for visitors' parking.
- 20.2 Visitor parking is reserved for bona fide visitors. Persons residing in the Building for a period in excess of 24 hours are deemed to be residents and not visitors.

(As amended 19 November 2013)

By-Law 21 - Rules

- 21.1 The Owners' Corporation, may make rules about the security, control, management, operation use and enjoyment of the Building.
- 21.2 The Owners' Corporation may add to or change the rules at any time.

By-Law 22 - Right of Owners Corporation if you do not comply with By-Laws

- 22.1 The Owners' Corporation may do anything on or in a Lot that should have been done under the By-Laws but which the owner has not done.
- 22.2 The Owners' Corporation must give the owner or occupier a written notice specifying when it will enter the Lot to do the work and the owner or occupier must:
- (a) give the Owners' Corporation (or persons authorised by it) access to the Lot according to the notice; and
 - (b) pay the Owners' Corporation its proper and reasonable costs for doing the work.

- 22.3 The Owners' Corporation may recover any money you owe it under the By-Laws as a debt.

By-Law 23 - Building services agreement

- 23.1 The Owners' Corporation may;
- (a) appoint the Building Manager to provide the Building Services; and
 - (b) enter into the Building Services Agreement with the Building Manager to provide those services.
- 23.2 The Building Services Agreement may contain such terms and conditions as may be agreed between the Owners' Corporation and the Building Manager and may include the following provisions:
- (a) a term of years not exceeding ten (10) years (including options);
 - (b) provide for the payment to the Building Manager of an annual fee of an amount agreed between the Owners' Corporation and the Building Manager;
 - (c) provide for the annual fee to be reviewed annually in accordance with Consumer Price Indexes.
- 23.3 The Building Manager's duties under the Building Services Agreement may include duties relating to the following services and systems:
- (i) cleaning services;
 - (ii) concierge services;
 - (iii) garbage services;
 - (iv) gardening services;
 - (v) pest control services;
 - (vi) fire protection systems;
 - (vii) lift systems;
 - (viii) air conditioning systems;
 - (ix) hydraulic and sewerage systems;
 - (x) security systems;
 - (xi) electrical systems; and
 - (xii) administrative services
- 23.4 The Building Services Agreement may include provisions about:
- (a) the manner in which the Building Manager must carry out the Building Services;
 - (b) the manner in which employees and contractors are to be engaged;
 - (c) whether the Building Manager provides the Building Services by its own employees or by supervising employees and contractors of the Owners' Corporation;

- (d) the manner in which the Building Manager may be reimbursed for expenses;
- (e) the manner in which the agreement may be assigned;
- (f) the right of the Building Manager to subcontract the Building Services.

By-Law 24 - Management services agreement

- 24.1 The Owners' Corporation may;
- (a) enter into the Apartment Services Agreement with the Building Manager to:
 - (i) provide Apartment Services to owners and occupiers of lots; and
 - (ii) have access to and use of the Common Property for the purpose of providing those services.
- 24.2 The Apartment Services Agreement may contain such terms and conditions as may be agreed between the Owners' Corporation and the Building Manager including without limitation the following provisions:
- (a) a term of years not to exceeding ten (10) years (including options);
 - (b) an agreement by the Owners' Corporation not to permit any other party to use the Common Property to provide similar services;
 - (c) the manner in which the agreement may be assigned; and
 - (d) the right of the Building Manager to subcontract the Apartment Services.
- 24.3 The Owners' Corporation may enter into one agreement for the provision of the Building Services and the Apartment Services, rather than two agreements contemplated by By-Laws 23.1 and 24.1

By-Law 25 - Exclusive use By-Law

25.1 Meanings of terms

In these By-Laws, these terms (in any form) mean;

“Building” means the building or buildings constructed within the Parcel

“By-Laws” means the By-Laws in place from time to time for the Strata Scheme

“Common Property” means so much of the Parcel as from time to time is not compromised by any Lot.

“Exclusive Use Area” in respect of each Lot means those parts of the Common Property relative to the Lot comprising:

- (a) the paved courtyard(s) (including pavers);
- (b) the timber decking on the balcony (including the timber comprising the decking);
- (c) the floor tiles and wall tiles in the kitchen, laundry and bathroom areas.

“Exclusive Use By-Law” means an exclusive use and special privilege By-Law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.

“Management Act” means the Strata Schemes Management Act 1996 (NSW)

“Owners Corporation” means the owners corporation constituted on registration of the Strata Plan

“Strata Plan” means Strata Plan 69259

“Strata Scheme” means the Strata Scheme constituted on registration of the Strata Plan.

25.2 General

This By-Law applies to each Lot in the Strata Scheme.

25.3 Definitions

In this By-Law:

25.3.1 reference to "Lot" is a reference to each Lot in the Strata Scheme;

25.3.2 reference to Owners and Occupiers are references to Owners and Occupiers of the Lots the subject of this By-Law.

25.4 Exclusive use

Despite any other By-Law to the contrary, the Owner of the Lot has the exclusive use of the Exclusive Use Area relative to its Lot.

25.5 Responsibility for maintenance and repair

The Owner of the Lot is responsible for the costs associated with the operation, cleaning, maintenance, repair, renewal and replacement of the Exclusive Use Area relative to its Lot.

25.6 Conditions

The owner of the Lot must comply with the following when exercising its rights in this By-Law:

25.6.1 the Owner must regularly clean the pavers comprising the courtyard and oil the timber decking comprising the balcony;

25.6.2 the Owner must keep the pavers comprising the courtyard and the timber decking comprising the balcony in a state of good repair and condition and must replace when they need replacing any such pavers and timber decking;

25.6.3 the Owner must give the Secretary not less than 14 days written notice of the Owner's intention to renew or replace any part of the pavers or timber decking;

25.6.4 any renewed or replaced paver or timber decking must be in the same style, colour and design as the style, colour and design of the date of registration of the Strata Plan; relevant paver or timber decking as the

25.6.5 if the Owner, after notice, fails to comply with any of its obligations in this By-Law, the Owners Corporation may carry out those obligations and recover the cost from the owner.

(As adopted 20 August 2007)

By-Law 26 - Installation & operation of air conditioning units

26.1 Right to Install

You may only install an Air Conditioning Unit that exclusively services your lot with the consent of the Owners Corporation following a written application.

26.2 Your Obligations about Installation

If you install an Air Conditioning Unit

- (a) It must be located within the balcony or courtyard of your lot against the external wall of your lot;
- (b) The air handling unit inside your lot and the external condenser unit must be connected to the condenser water drainage system at a connection point within your lot;
- (c) All pipework, cabling and ducting associated with the installation shall be suitably concealed to the satisfaction of the Owners Corporation;
- (d) All penetrations or other works affecting Common Property shall be carried out in a manner that does not detract from the appearance of structural integrity of the Common Property.
- (e) It must at your cost be concealed by a perforated screen that matches the external surface of your lot and complies with any specifications determined by the Executive Committee or the Owners Corporation; it is your responsibility to ensure that the screening is executed in a manner that does not impede the safe functioning of the air conditioner.
- (f) It must not when screened, emit noise levels of more than 45dB as measured on the closest point of any neighbouring Balcony; and
- (g) It must comply with any requirements of Government Agencies about Air Conditioning Units.

26.3 Your additional Obligations

If you have installed an Air Conditioning Unit you must:

- (a) Maintain and repair the Air Conditioning Unit in good working order and repair;
- (b) Not allow your Air Conditioning Unit to cause a nuisance to other Owners or Occupiers;
- (c) At your cost maintain and repair any portion of the Common Property in or through which any part of your Air Conditioning Unit is located; and
- (d) You must not allow water or any fluids from the Air Conditioning Unit to drip onto or over the edge of your Balcony.

26.4 Rights of the Owners Corporation

- (a) If you fail to comply with any of your obligations under this By-Law 26, the Owners Corporation may give you a notice requiring you to remedy the non compliance within a reasonable time.

- (b) If you fail to comply with a notice given to you under By-Law 26.4 (a) the Owners Corporation may:
- I. Require you to, at your cost, remove the Air Conditioning Unit from your lot within a time specified in the notice; and
 - II. If you fail to comply to remove the Air Conditioning Unit enter your lot, remove and dispose of the Air Conditioning Unit and recover from you the cost of its removal and disposal.

(As adopted 29 August 2012)

By-Law 27 - Grills and screens

- 27.1 An Owner or occupier may only install screens or grilles on the windows and doors of the lot with Owners Corporation approval.
- 27.2 Any installation must be in keeping with the appearance of the building
- i. All frames must be powder coated to match existing Mondrian window frames;
 - ii. Screen material must be matt black stainless steel mesh with minimal visual impact over glass area.
 - iii. "Diamond-design" of screen is NOT permitted
 - iv. Panels should be the same size as the existing door/window frames
 - v. Any mid-rail needs to be situated at a height of 900mm from the lower edge of the frame.
- 27.3 Upon seeking the consent of the Owners Corporation an owner may be required to pay a bond not exceeding \$2000 as security for any costs that may be incurred by the Owners Corporation.
- 27.4 Upon completion of the installation, the Owner will be entitled to a refund of the bond deposited by the Owner with the strata managing agent but only if either:
- (i) no damage has been done to the Common Property during the installation
 - (ii) any damage to any part of the Common Property has been rectified by the Owner to the reasonable satisfaction of the executive committee.

(As adopted 19 November 2013)

By-Law 28 - Car park storage

- 28.1 An owner or occupier may only install a storage unit in the car park with the Owners Corporation approval
- 28.2 Common property (such as essential services and areas outside of Lot boundary) must not be affected by the installation
- 28.3 Any installation must:
- i. not obstruct periodic cleaning of the car park
 - ii. not compromise access to building services or safety

- iii. be "The Box Thing" or a comparable storage product.
 - iv. have at least 150mm clearance from the floor
 - v. be installed so that the storage container and vehicles remain within the boundary of the lot
 - vi. not be affixed to Common Property or the building structure
 - vii. not significantly interfere with lighting, and must not interfere with security lighting; and
 - viii. consistent with By-Law 14, not store in the storage unit any dangerous or hazardous chemicals other than normal household products, provided that such household chemicals must not be stored in commercial quantities.
- 28.4 Upon seeking the consent of the Owners Corporation an owner may be required to pay a bond not exceeding \$2000 as security for any costs that may be incurred by the Owners Corporation.
- 28.5 Upon completion of the installation, the Owner will be entitled to a refund of the bond deposited by the Owner with the strata managing agent but only if either:
- (i) no damage has been done to the Common Property during the installation
 - (ii) any damage to any part of the Common Property has been rectified by the Owner to the reasonable satisfaction of the executive committee.
- 28.6 Maintenance of the storage unit is the responsibility of the owner
- 28.7
- (a) The owner or occupier of the Lot on which the storage unit is installed must indemnify and hold the Owners Corporation harmless from and against any loss or damage sustained by the Owners Corporation as a result of the installation and keeping of the storage unit on that owner or occupier's Lot and the storage of goods within that storage unit.
 - (b) The Owners Corporation shall not under any circumstances be liable to the owner or occupier of a Lot on which a storage unit is installed, or to any other owner or occupier, for any loss or damage sustained by that owner or occupier arising out of or as a result of the storage of items in the storage unit.
 - (c) The storage of goods in a storage unit by an owner or occupier is entirely at the risk of that owner or occupier.
- 28.8 The insurance of the storage unit and its contents are the responsibility of the owner or occupier of the Lot on which it is installed.
- 28.9 The Owners Corporation reserves the right to withdraw any approval given and to require the removal of the storage unit if the owner or occupier commits a material breach of this By-Law.

(As adopted 19 November 2013)

By-Law 29 - Special Use

- 29.1 On the conditions set out in this By-Law the owner or owners for the time being (the Owner) of Lot 133 has, and shall have, a special privilege in respect of the

common property to install and keep split system air conditioning servicing Lot 133 and a right of exclusive use and enjoyment of that part of the Common Property directly affected by the installation of the split system air conditioning incorporating:

- (a) the installation of a condensing servicing the Lot installed on the roof adjacent to the southern terrace of the Lot on the sixth floor of the building; and
- (b) the drilling of holes in the Common Property walls on the boundaries of Lot 133 for the installation of ducting between the condensing unit and the internal air dispersal units and for the affixing of the internal air dispersal unit to any Common Property wall on the boundary of Lot 133.

29.2 Conditions

- (a) Prior to Installing Air Conditioner
 - (i) If the approval of the City of Sydney Council is required for the installation of the air conditioner, prior to installing the air conditioner the Owner must obtain and provide to the executive committee a copy of that approval.
 - (ii) The Owner must advise the executive committee prior to installing the air conditioner of the details of the air conditioner proposed to be installed including the make, model and the maximum noise output specified for that model by the manufacturer and, if the manufacturer's specifications indicate a maximum noise output greater than that permitted under the Environmental Planning & Assessment Act 1989 or the Regulations thereunder, then the Owner must not install that air conditioner.
- (b) Performance of Works in installing the air conditioner, the Owner must:
 - (i) ensure that the installation is carried out in a good and workmanlike manner by licensed contractors in compliance with the Building Code of Australia and any conditions imposed by the City of Sydney Council and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other Lot in the Scheme;
 - (ii) transport all construction materials, equipment, debris and other material associated with the installation of the air conditioner over Common Property in the manner reasonably directed by the executive committee;
 - (iii) keep all areas of the building outside Lot 133 affected by the works clean and tidy throughout the installation of the air conditioning and remove from the building all debris arising out of the installation of the air conditioning as soon as practicable;
 - (iv) ensure that the installation of the air conditioner does not interfere with or damage the Common Property otherwise than as approved in this By-Law or interfere with or damage the property of any other owner and, if any damage does occur, make good that damage within a reasonable period after that damage occurs;
 - (v) if and to the extent that the installation of condenser on the roof interferes with any waterproof membrane or other waterproofing product installed on the roof, ensure that the waterproofing membrane or other waterproofing

product is made good and that that part of the roof in which the air conditioning condenser is installed is rendered water tight.

(c) Completion of Installation

- (i) On completion of the installation of the air conditioner, if the consent of The City of Sydney Council is required for the installation of the air conditioning, the Owner must provide to the executive committee the certificate of the Council that the installation complies with the conditions of any approval given by the Council.
- (ii) The Owner must ensure that the air conditioner installed on the roof servicing Lot 133 at all times complies with any restrictions on the noise levels generated by split system air conditioners in force under the Environmental Planning & Assessment Act 1989 and the Regulations thereunder.

29.3 Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the Common Property or the property of any owner or occupier of a Lot in the Scheme as a result of the installation of the air conditioner 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 against any loss, damage, cost, charge or expense incurred or sustained by the Owners Corporation or the owner or occupier of a Lot in the Scheme as a result of or arising out of the installation of the air conditioner.
- (c) The owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the air conditioner and must keep the air conditioner in a state of good and serviceable repair and must renew or replace the air conditioner whenever it becomes worn out or damaged so that it is no longer capable of being operated at all times within the maximum noise output restrictions in force under the Environmental Planning & Assessment Act 1989 and the Regulations thereunder.
- (d) For the avoidance of doubt, if at any time the air conditioning condenser or internal air dispersal unit installed in Lot 133 generates noise or vibration that is heard or felt beyond the boundary of that Lot and the immediate vicinity of that part of the roof in which the condenser is installed so that it is audible in any other Lot and the level of that noise or vibration is such that it is likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot, the Owner must repair or replace the condenser unit or internal air dispersal unit, as applicable, so that it does not generate noise or vibration beyond the boundary of Lot 133 and the immediate vicinity of that part of the roof in which it is installed and, pending that repair or replacement, the owner of Lot 133 must not operate the air conditioner.
- (e) The Owner is responsible for maintaining and keeping in a state of good and serviceable repair, that part of the Common Property roof directly affected by the installation of the air conditioning condenser unit.

- (f) Subject to the preceding paragraph, the Owners Corporation shall remain responsible for the maintenance and keeping in a state of good and serviceable repair of the Common Property.

29.4 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 Lot 133 to carry out that work;
- (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.

(As adopted 19 November 2013)