



By-Laws



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Important Note:

While the contents of each by-law is represented in entirety, registration details and dates have been removed to provide an easy to read version for Mondrian owners and residents.

The Strata Manager can provide LPI versions if required.

Speak with the Strata Manager, Building Manager or your Executive Committee if you require guidance understanding your obligations to comply with these By-Laws.

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By-Laws

Current: 13 October 2016

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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.

"Owners¹ 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 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 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.

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.

- 22 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.
- 23 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.

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.

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.

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.

6. Floor Coverings

6.1 Definitions and Interpretation

In this by-law, words and phrases defined in the Developer By-laws and the Act have the meanings there defined and, in addition, the following words and phrases have the following meanings:

Act means collectively the *Strata Schemes Management Act 1996* (the **1996 Act**) and with effect from 30 November 2016, the *Strata Schemes Management Act 2015* (the **2015 Act**) and any Act amending or replacing the same and includes the Regulations made thereunder;

Developer By-laws means the by-laws filed by the developer with the Strata Plan as amended from time to time;

Hard Surface Flooring means a floor covering or surface finish on the lower boundary of a Lot (other than in a kitchen, laundry, lavatory,

bathroom, balcony or terrace) that consists of timber, parquetry, tiles, cork, marble, polished concrete or other similar floor surface finish;

Works means works to install, or replace existing floor-coverings with, Hard Surface Flooring.

6.2 Authority to Install Hard Surface Flooring

For the purpose of protecting the health, safety and welfare of all Owners and occupiers of lots in the strata scheme and to avoid, so far as is possible, interference with the acoustic amenity of Owners and occupiers of their Lots and/or disruption to the orderly functioning of the Scheme, an Owner or occupier of a lot:

- (a) must not install or lay Hard Surface Flooring in the Lot unless the Owner complies with the conditions specified in this by-law;
- (b) may retain Hard Surface Flooring installed in the Lot prior to adoption of this by-law only on the condition that the Owner complies with the conditions specified in this by-law.

6.3 Application Process Prior to Installing Hard Surface Flooring

At least six (6) weeks prior to undertaking any Works, the Owner of the Lot in which the Hard Surface Flooring is proposed to be installed must first make an application to the executive committee seeking consent in writing to install Hard Surface Flooring including in that notice:

- (a) the Owner's name and lot number;
- (b) a description of the Hard Surface Flooring proposed to be installed including:
 - (i) the type of flooring;

- (ii) the type of underlay proposed to be used;
 - (iii) the area within the Lot in which the Hard Surface Flooring is proposed to be installed;
 - (iv) the acoustic properties of the Hard Surface Flooring proposed to be installed including a written assurance from the manufacturer or supplier of the Hard Surface Flooring that the acoustic performance of the Hard Surface Flooring (including insulation) is expected after installation to achieve a weighted normalised impact sound pressure level with spectrum adaptation term of not greater than 55dB measured in accordance with ISO 140-7 and rated to ISO 717-2; and
- (c) an intended timetable for carrying out the proposed Works;
- (d) details of the contractor installing the Hard Surface Flooring including details of all insurances held by that contractor;
- (e) acknowledgement that the Owner understands that if a complaint is received after installation of the Hard Surface Flooring then the Owner will be required to obtain acoustic testing and may be required to replace the Hard Surface Flooring at their own cost in accordance with this by-law

6.4 After receiving an application under clause (6.3) the Owners Corporation:

- (a) must notify the Owners of each of the Lots adjoining the Lot in which the Hard Surface Flooring is proposed to be installed (both horizontally and vertically) that it has received such a request or notification; and
- (b) must not grant an Owner or occupier permission to install or lay Hard Surface Flooring until at least 14 days after notifying the Owners of adjoining Lots in accordance with paragraph 4(a).

6.5 For the purposes described in clause (2), the executive committee may impose restrictions and obligations on the Owner proposing to install Hard Surface Flooring and the Owner's contractors, employees and agents which may include, without limitation:

- (a) that the Owner and the Owner's contractor meet with the executive committee or its delegate or the building manager to discuss the proposed Works;
- (b) that the Owner provide to the executive committee a materials handling plan setting out how contractors, materials, plant, equipment or debris will be supplied to, transferred within and removed from the Scheme;
- (c) that the Owner ensures that the Common Property corridors, foyers and lifts are covered or otherwise protected from soiling or damage caused by the transportation of materials, equipment and debris through the Scheme (including a requirement to cover the internal surface of lifts with protective shrouding);
- (d) if the Works involve generation of significant noise or vibrations likely to be heard or felt beyond the perimeter of the Owner's lot by occupiers of other lots in the Scheme, that those Works are conducted only within specified times and that the Owner gives written notice to the executive committee and occupiers of other Lots in the Scheme of the intended time those Works are likely to commence and their estimated duration no later than 24 hours prior to commencement of those Works;
- (e) that the Owner must deposit with the strata managing agent for the Owners Corporation a bond to be determined by the executive committee from time to time, 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 executive committee within the period of two weeks after the Works are completed (or such longer time as the executive committee, acting reasonably, agrees);

- (f) such other restrictions and obligations the executive committee considers are reasonable and appropriate having regard to the nature of the Works.

6.6 The executive committee must deal with an application for consent under this by-law within one month of receipt of the application and must not unreasonably refuse that request, providing that the acoustic properties of the proposed Hard Surface Flooring described by the Owner to the executive committee in accordance with clause (3)(b) satisfy the requirements of clause (3)(b)(iv) of this by-law.

6.7 Noise Complaints Post Installation of the Hard Surface Flooring

Following the installation in a Lot of Hard Surface Flooring, if there is any complaint about noise transmission through or from the floor of that Lot (whether vertically or horizontally), the executive committee may require, and if it does so the Owner of the Lot in which the Hard Surface Flooring is installed must provide the executive committee with, a certificate from a qualified acoustic engineer reasonably acceptable to the executive committee. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those

specified in clause (6.3)(b)(iv).

- 6.8 If the certificate required by the executive committee under clause (6.7) of this by-law is not provided to the executive committee within six weeks of the executive committee requesting it from the Owner of the Lot in which the Hard Surface Flooring is installed or the report is provided and discloses that the results of the tests conducted by the acoustic engineer demonstrate that the installed flooring does not meet the acoustic measurements described in clause (6.3)(b)(iv) of this by-law, the Owners Corporation has the right to require by notice in writing to the Owner of the Lot in which the Hard Surface Flooring is installed that the new floor finish be modified at the cost of that Owner so that it does comply with the acoustic measurement specified in clause (6.3)(b)(iv) and if that is not possible, that the floor finish be removed and replaced at the cost of the Owner with a floor finish that does meet that acoustic measurement.
- 6.9 If an Owner's floor is modified or replaced in accordance with a Notice served under clause (6.8), the Owner must obtain further acoustic testing at their own cost after installation of the replaced Hard Surface Flooring to confirm that the acoustic measurements of the installed floor finish comply with clause (6.3)(b)(iv).
- 6.10 The Owners Corporation is not entitled to require the Hard Surface Flooring to be modified or replaced if the failure of the Owner to supply the acoustic engineer's certificate is due in whole or in part to the inability of the acoustic engineer to gain access to the Lot or Lots below or adjacent to the Lot in which the Hard Surface Flooring is laid for the purpose of conducting acoustic testing.

6.11 An Owner served with a notice from the Owners Corporation pursuant to clause (6.8) of this by-law requiring the Owner to replace or cover the floor of the Owner's Lot must comply with that notice within six weeks of service of that notice on the Owner by the Owners Corporation.

6.12 Special Conditions relating to Existing Hard Surface Floorings

An Owner or occupier may retain Hard Surface Flooring in the Lot that was installed before the commencement of this by-law on condition that:

- (a) the Owner had previously obtained the permission of the Owners Corporation to install the Hard Surface Flooring and had complied with the conditions (if any) specified in that approval; or
- (b) if a complaint is made about the generation of noise from the floor space of that Owner's Lot, the executive committee may by notice in writing to the Owner of that Lot require the Owner to obtain and provide a certificate from a qualified acoustic engineer as described in clause (6.7) of this by-law and thereafter the provisions of clauses (6.7) to (6.10) inclusive of this by-law apply to that Owner and that Owner's Lot *mutatis mutandis*.

6.13 Liability, Indemnity and Other Matters

The Works must be performed entirely at the cost of the Owner.

- 6.14 The Owner of a Lot in which Hard Surface Flooring is installed is liable for any damage caused to any part of the Common Property or to any property of any other Owner or occupier of a Lot in the Scheme as a result of the performance of the Works and that Owner must take such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 6.15 The Owner of a Lot in which Hard Surface Flooring is installed indemnifies the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a direct result of the performance of the Works including without limitation the transportation of men, materials and/or debris across Common Property.
- 6.16 Upon completion of the Works, if the Owner has deposited a bond with the strata managing agent, the Owner will be entitled to a refund of that bond but only if either:
- a. no damage has been done by the performance of the Works to any part of the Common Property in or about the building; or
 - b. 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.

- 6.17 If the Owner installing Hard Surface Flooring in a Lot (including the Owner's contractor, his/her 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 apply the bond in rectifying the damaged or unclean Common Property and refund the balance to the Owner.
- 6.18 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, or the Owner has not deposited a bond with the strata managing agent, the Owners Corporation may recover the deficiency in the payment of those costs, or all of those costs as applicable, including the costs of recovery, from the Owner as a debt due.
- 6.19 If the debt for the Works or enforcement of this by-law, or the deficiency after application of a bond, is not paid within one month after the date on which it is due:
- a. the debt, or so much of it as is unpaid, will bear simple interest at the same rate as applies to contributions unpaid under the Act, or if the regulations under the Act prescribe some other rate, then at that other rate; and
 - b. the Owners Corporation may include reference to that debt and interest thereon on notices under section 109 of the 1996 Act and section 184 of the 2015 Act in respect of that Lot.

General

For the avoidance of doubt, installation or replacement of any Hard Surface Flooring

in a kitchen, laundry, lavatory or bathroom is permitted

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.

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.

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.

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.

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 owner by the Owners' Corporation.

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.

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.

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.

15. Keeping of animals

15.1 Definitions and Interpretation

Subject to clause (3) of this by-law, and to section 49(4) of the Strata Schemes Management Act 1996 (the 1996 Act) and to section 139(5) and (6) of the Strata Schemes Management Act 2015 (the 2015 Act) including any Regulation issued thereunder, an owner or occupier of a Lot may keep one animal in the Lot and allow it to access the Common Property but only on the conditions set out in this by-law, and only with the prior written consent of the Owners Corporation.

15.2 Authorisation to Keep an Animal

An Owner or occupier of a Lot must make an application to the Owners Corporation seeking consent to keep an animal in the Lot, and no animal may be kept in the Lot without the prior written consent of the Owners Corporation.

15.3 The keeping of an animal in a Lot or permitting it to access the Common Property is subject to the conditions that:

- the Owner or occupier keeps no more than one animal in the Lot at any one time;
- the animal is appropriately identified by, for example, microchip, tattoo or other appropriate means and registered with City of Sydney Council; and
- other than a guide dog for the visually impaired, the owner or occupier of the Lot in which the animal is kept must ensure that the animal does not remain for any extended period of time in any internal enclosed Common Property area in the building; and
- the owner of the Lot in which the animal is kept is liable for any damage caused by the animal to any part of the Common Property or the property of any other Lot owner, occupier or visitor; and

- the animal is kept on a leash or otherwise suitably restrained 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); and
- the animal is kept in the company of the Owner or occupier at all times when on Common Property; and
- 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
- an appropriate flea and vaccination schedule is maintained in respect of the animal; and
- the animal does not create unreasonable noise or disturbance; and
- the animal does not wander on to another Lot.

15.4 Prohibited Animals

The following animals must not be kept in a Lot or the Common Property:

- 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;
- domestic fowl, game birds, cockatoos or large parrots.

15.5 Enforcement of By-Law

The Owners Corporation may, pursuant to a resolution of its executive committee, give a written notice to an owner or occupier of a Lot in which an animal is kept if:

- there is a material breach of the conditions in this by-law;
- the animal creates unreasonable noise or nuisance;

- the animal attacks or threatens in a material way any owner or occupier of, or visitor to, a Lot;
- the animal attacks or persistently threatens other animals within a Lot or the Common Property; or
- the animal causes material damage to the Common Property or the property of any other Lot owner, occupier or visitor,

requiring that owner or occupier to take certain actions or do certain things, which may include the removal of the animal from the strata scheme.

15.6 If a written notice is given under clause (4) of this by-law to an owner or occupier of a Lot in respect of an animal kept within that Lot, that owner or occupier must comply with the terms of that notice within 21 days after the date on which the notice is given to that owner or occupier.

If:

- the written notice given to an owner or occupier of a Lot contains a warning that a recurrence of the conduct of the subject of the notice or the continuation of any other breach of this by-law may result in a further notice requiring the removal of the animal from the strata scheme; and
- there is a recurrence of the conduct the subject of the notice or a further breach of this by-law or the owner or occupier otherwise fails to comply with the notice,

the Owners Corporation may withdraw its consent to the keeping of the animal in that owner or occupier's Lot and thereafter the owner or occupier must, within 21 days after the notice is given, remove the animal from the strata scheme and rectify, or pay the costs incurred by the Owners Corporation in rectifying, any damage to the Lot or Common Property caused by the animal.

General

For the avoidance of doubt, nothing in this by-law requires the consent of the

Owners Corporation for the keeping in a Lot at any time of fish, a small caged bird or an animal of the kind described in section 49(4) of the Act.

16. Planter boxes on balconies

- 16.1 If there is a planter box on the balcony of the Lot an owner occupier must:
- properly maintain the soil and plants in the planter box
 - remove any dead or diseased plants
 - ensure no water escapes into the Common Property or another Lot when the plants are being watered.

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:
- 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.

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,
 - d. 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

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.

20 Parking on and Access over Common Property

Prohibitions to Parking on Common Property

- 20.1 An Owner or occupier of a Lot must not park or stand any motor or other vehicle (vehicle) on Common Property including, without limitation, any car spaces set aside as visitor parking.
- 20.2 An Owner or occupier of a Lot must not park or stand any vehicle on Common Property disabled parking spaces.
- 20.3 An Owner or occupier of a Lot must not park or stand a vehicle in a car wash bay for longer than one hour and must use the car wash bay solely for the purpose of washing or cleaning that vehicle.
- 20.4 An Owner or occupier of a Lot must not permit any visitor to their Lot to park or stand any vehicle on Common Property other than in an area marked as visitor parking or that Owner or occupier's car space.
- 20.5 An Owner or occupier of a Lot may only permit a visitor to their Lot to park or stand any vehicle on Common Property disabled spaces if that visitor has a valid mobility parking permit displayed in a prominent position on the front of that vehicle.
- 20.6 For the purpose of this by-law, a person residing in the building for a period in excess of 24 hours is deemed to be an occupier and not a visitor.

Enforcement of By-Law

- 20.7 Every Owner and occupier of a Lot must comply, and ensure that visitors to their Lots comply, in all respects with this by-law.
- 20.8 The Owners Corporation may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the Common Property including, without limitation, any areas set aside as visitor parking, car wash bays and disabled parking, and to preserve the security of the building:
 - c. install barriers consisting of chains or bollards or a similar device in such places as are reasonably necessary to regulate the standing of vehicles on Common Property;

- d. install signage on the Common Property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that that part of the Security Key granting access to the car park (Car Park Access Key) held by the Owner or occupier whose vehicle is parked on Common Property in breach of this by-law may be disabled;
 - e. install signage on the Common Property regulating the ingress and egress of vehicles to and from the building and grounds of the strata scheme;
 - f. establish and maintain a register of all vehicles owned or used by Owners and occupiers of Lots in the strata scheme including:
 - i. the make and registration number of the vehicle;
 - ii. the name of the Owner or occupier who owns or uses the vehicle;
 - iii. the Lot number and contact details of the Owner or occupier; and
 - iv. if the Owner or occupier does not own the vehicle, the name and contact details of the Owner of the vehicle;
 - g. notwithstanding the foregoing and in particular but without limiting clause (1), approve in writing the parking or standing of any vehicle on the Common Property in particular circumstances and for specified periods of time; and
 - h. take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on Common Property and/or preserve the security of the building.
- 20.9 If the Owners Corporation erects signage regulating the parking or standing of vehicles on the Common Property and/or the ingress or egress of vehicles to and from the building or grounds of the strata scheme in accordance with clause (8), the Owners and occupiers of Lots must abide by those signs and must procure that visitors to their respective Lots must abide by those signs, in default of which the defaulting Lot Owner or occupier shall be liable to pay the costs of the Owners Corporation in enforcing this by-law.

Notice of Breach of By-Law

20.10 If an Owner or occupier of a Lot parks or stands any vehicle owned by that person on Common Property in breach of this by-law

- a. the building manager, caretaker or security personnel appointed from time to time by the Owners Corporation (each of whom are included in the term "**Building Manager**"), may, without reference to the executive committee, give a notice; and/or
- b. if the Building Manager is not on site, a member of the executive committee (acting reasonably) may give a notice,

to that Owner or occupier requiring that the Owner or occupier comply with this by-law, in default of which the Owners Corporation may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).

20.11 The Notice of Breach given under clause (10) must:

- a. be in writing;
- b. be displayed prominently on the vehicle in such a way as to come to the attention of the driver of the vehicle but so as to ensure no damage is done to the vehicle;
- c. if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on Common Property in breach of this by-law;
- d. advise that if the Owner or occupier fails to remove the vehicle parked or standing on Common Property in breach of this by-law or parks or stands that vehicle on Common Property repeatedly or persistently in breach of this by-law, the Owners Corporation may disable that Owner or occupier's Car Park Access Key; and
- e. advise that an administration fee not exceeding \$500 may be charged by the Owners Corporation for reactivation or reissue of the Car Park Access Key.

20.12 If an Owner or occupier of a Lot is given a Notice of Breach under this by-law, the Owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on Common Property in breach of this by-law.

Disabling Access to Car Park

20.13 If a Notice of Breach is given under this by-law to an Owner or occupier of a Lot and the Owner or occupier does not comply with the Notice of Breach or commits a further breach of this by-law, the executive committee may resolve at a duly constituted executive committee meeting to disable the Owner or occupier's Car Park Access Key.

Liability and Indemnity

- 20.14 None of the executive committee, any member thereof, the strata managing agent, any Building Manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an Owner or occupier of a Lot to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on Common Property or repeatedly or persistently parks or stands a vehicle on Common Property in breach of this by-law after a Notice of Breach is given.
- 20.15 Each member of the executive committee, the strata managing agent, any Building Manager and every person acting under the instruction of the executive committee in accordance with this by-law is hereby indemnified by the Owners Corporation against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 20.16 For the avoidance of doubt, the Building Manager and/or the executive committee must not give a Notice of Breach or disable access to the car park on grounds which are, in the circumstances, frivolous or vexatious.
- 20.17 Nothing in this by-law operates to restrict or prevent the Owners Corporation from making application to the Local Court for an order authorising the Owners Corporation to dispose of any vehicle left on Common Property and subsequently disposing of that vehicle in accordance with the Uncollected Goods Act 1995 or any Act amending or replacing that Act.

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.

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.

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.

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

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 compromising:

the paved courtyard(s) (including pavers);

the timber decking on the balcony (including the timber comprising the decking);

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.

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.

27 Grilles 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.

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.

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 watertight.

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.

30 Fire Safety, Access and Recovery of Costs

Definitions and Interpretation

30.1 In this by-law, unless the context otherwise requires, words and phrases defined in or for the purposes of the Developer By-laws or the Act have the meaning there ascribed and, in addition, the following words and phrases have the following meanings:

Act means collectively the Strata Schemes Management Act 1996 (the 1996 Act) and with effect from 30 November 2016, the Strata Schemes Management Act 2015 (the 2015 Act) and any Act amending or replacing the same and includes the regulations made thereunder;

Authorised Fire Safety Inspector means a person authorised under the Environmental Planning & Assessment Act 1979 to carry out an inspection of a building for purposes relating to fire safety;

Developer By-laws means the by-laws filed by the developer with the Strata Plan as amended from time to time;

Utility Service means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the Scheme;

References to the Environmental Planning & Assessment Act 1979 and the Environmental Planning and Assessment Regulation 2000 include any amendment, consolidation, modification, re-enactment or reprint of that Act or Regulation or provision thereof or any statute, proclamation, rule, code, regulation or ordinance replacing any of them.

Obligations

- 30.2 The Owner or occupier of a Lot must not do anything, or permit any visitors to that Lot to do anything, in or on the Lot or anywhere in the building that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of fire safety devices, or reduce the level of fire safety in the Lot or anywhere else in the building, including without limitation interference with any smoke detector or smoke alarm installed in the Lot or the building or use of or interference with any fire hydrant or any other fire fighting or fire safety equipment except in the case of an emergency.
- 30.3 If an Authorised Fire Safety Inspector gives a notice to the Owners Corporation requiring access to any Lot or Lots in the strata scheme, each Owner and occupier of a Lot must comply with that notice and allow that access to the Lot to take place at the time and date notified to that Owner or occupier by the Owners corporation.

Recovery of Costs

- 30.4 If the Owner or occupier of a Lot fails to give access to the Lot to an Authorised Fire Safety Inspector at the time and date notified by the Owners Corporation under clause (3) of this by-law and, as a result, the Authorised Fire Safety Inspector is required to attend at the Lot to carry out the inspection at another time and date, the Owner of the Lot shall be liable for and must bear and pay the costs of that subsequent attendance or attendances by the Authorised Fire Safety Inspector at the Lot and the Owners Corporation may recover same from the Owner of the Lot as a debt due and payable by that Owner.
- 30.5 If any part of the Common Property is damaged by the action or inaction of an Owner or occupier of, or visitor to, a Lot in the strata scheme, the Owners Corporation may, subject to the 1996 Act, recover from the Owner of the Lot as a debt due and payable by that Owner, the costs incurred by the Owners Corporation in rectifying the damage.
- 30.6 Without limiting clause (4) of this by-law, if as a result of the action or inaction of an Owner or occupier of, or visitor to, a Lot in the strata scheme, the attendance occurs at the strata scheme of any of the Fire Brigades-NSW, the Police Service (NSW), the Ambulance Service of NSW or any other person in connection with the provision of a Utility Service in or to the Scheme and, as a result of that attendance, a charge is imposed on the Owners Corporation, the Owners Corporation may recover the amount of that charge from the Owner of the Lot as a debt due and payable by that Owner.

- 30.7 If the cost of any subsequent attendance or attendances of an Authorised Fire Safety Inspector as described in clause (4), the costs incurred by the Owners Corporation in rectifying damage as described in clause (5) or a charge imposed on the Owners Corporation as described in clause (6), or any part of any of those costs or charges, is not paid within one month after the date on which notice of that cost has been given to the Owner, it (or so much of the cost as remains unpaid) will bear simple interest at the same rate as is applicable to contributions unpaid under section 79(2) of the 1996 Act or section 85 of the 2015 Act, or if the regulations under the Act prescribe some other rate, then at that other rate.
- 30.8 If any cost or charge referred to in clause (7), or any part thereof, remains unpaid, the Owners Corporation may include reference to that debt (including interest thereon) on notices under section 109 of the 1996 Act or section 184 of the 2015 Act in respect of the Lot.
- 30.9 Without limiting clause (8), if any cost or charge described in clause (7) remains unpaid one month after notice of that cost or charge has been given to the Owner, the Owners Corporation may seek recovery of the debt in any Court or Tribunal of competent jurisdiction.
- 30.10 In order to ensure the safety and protection of all Owners, occupiers and visitors and compliance with the Environmental Planning and Assessment Regulation 2000, every Owner of a Lot must install in that Lot one or more smoke alarms which complies with the provisions of the Environmental Planning and Assessment Regulation 2000 and must maintain and keep in a state of good and serviceable repair and renew any and all such smoke alarms installed in that Owner's Lot when necessary, including without limitation when the smoke alarm has expired, when the battery in the smoke alarm has expired and/or when the smoke alarm is otherwise damaged or defective.

Enforcement of By-Law

- 30.11 If an Owner fails to comply with the obligations imposed under clause (10), the Owners Corporation may enter a Lot for the purpose of replacing any smoke alarm for the purpose of complying with the Environmental Planning and Assessment Regulation 2000, and may recover from the Owner of that Lot the costs incurred by the Owners Corporation in carrying out that work.
- 30.12 Without limiting the obligations of Owners under clause (10), the Owners Corporation must install smoke alarms in the Common Property in the building in compliance with the provisions of the Environmental Planning and Assessment Regulation 2000 and must maintain and keep in a state of good and serviceable repair and renew when necessary any and all such smoke alarms installed in the Common Property.

31 Use and Occupancy of Lots in the Strata Scheme

Definitions

- 31.1 In this by-law, unless the context otherwise requires, words and phrases defined in or for the purposes of the Developer By-laws or the Act have the meaning there ascribed and, in addition, the following words and phrases have the following meanings:
- Act means collectively the Strata Schemes Management Act 1996 (the 1996 Act) and with effect from 30 November 2016, the Strata Schemes Management Act 2015 (the 2015 Act) and any Act amending or replacing the same and includes the regulations made thereunder;
- approved tenancy means a residential tenancy agreement made under the Residential Tenancies Act 2010 and/or the Regulations thereunder (or any Act or Regulation amending or replacing the same) for an initial period of not less than three (3) months;

commercial use or commercial purposes includes, without limitation, any letting of a Lot on a short-term basis for any period of less than three months duration;

Developer By-laws means the By-laws lodged on registration of the Strata Plan;

Lot means a Lot in Strata Plan 69259 and Lots means more than one of them;

occupier means, in respect of a Lot, a person in lawful occupation of a Lot but only while that person is:

- a. the Owner;
- b. the lessee under an approved tenancy; or
- c. in occupation of the Lot with another person who is the Owner or the lessee of the Lot under an approved tenancy;

and where an Owner, lessee or sub-lessee is a corporation, any person who would otherwise be in lawful occupation of the Lot is deemed for the purpose of this definition to be an Owner or a lessee as the case may be if that person is the company nominee of, or a shareholder in, or a director of the corporation or, in the case of a corporation that is a trustee, a beneficiary of the trust of which the corporation is the trustee;

prohibited use means the use of a Lot for any of the following purposes:

- d. brothel, hotel, motel, serviced apartment, bed & breakfast accommodation, hostel, guest house, lodging house, rooming house, short-term letting, holiday rental, dormitory or other place of temporary accommodation, meeting room or other multi-purpose hall for use or hire and public convenience, multi-purpose youth centre including drop in centre or drop in coffee lounge, an injecting room or needle exchange; and/or

for any purpose that is prohibited by law or by this by-law or by any of the other by-laws in force in respect of the Scheme from time to time;

Strata Plan means Strata Plan No. 69259;

Restrictions on Use

- 31.2 The strata scheme is a solely residential strata scheme and, accordingly, in order to ensure the safety, particularly fire safety, and security of all Owners and occupiers of Lots and the preservation of the amenity and quiet enjoyment of the Lots and Common Property associated therewith, every Owner and every occupier of a Lot must ensure that the Lot of which they are the Owner and/or occupier is not used for commercial purposes or for any prohibited use.
- 31.3 Clause (2) in this by-law does not prohibit the use of part of a Lot by an Owner or occupier as a study or the conduct within the Lot of the personal business of an Owner or occupier provided that that business does not involve the operation within the Lot of an office employing persons in the Lot who are not otherwise an Owner or occupier of the Lot.
- 31.4 The Owner or occupier of a Lot must not carry on any business in the Lot which would, or would be likely to, result in more than two visitors visiting the Lot in any 12 hour period.
- 31.5 An Owner or occupier of a Lot must not grant a lease, sub-lease, licence or sub-licence of a Lot, or any part thereof, for any period of less than three months' duration and for which any payment is to be made or received and, for the avoidance of doubt:
- a. no person will be permitted to occupy the Lot otherwise than as the Owner or occupier of that Lot or pursuant to an approved tenancy;
 - b. if the Lot is leased, the lessee of the Lot resides in that Lot.

- 31.6 Every Owner and occupier of a Lot is prohibited from advertising any Lot or any part of a Lot on any platform, including an online platform, and not limited to websites such as Stayz Holiday Accommodation, Airbnb, VRBO, Homeway or any other website or forum for the purpose of facilitating commercial use.
- 31.7 Every Owner and occupier of a Lot must ensure that the Lot of which they are the Owner and/or occupier is not occupied by more persons than are allowed by any planning or other law to occupy the Lot.
- 31.8 For the avoidance of doubt, every Owner and occupier of a Lot must in respect of the Lot of which they are the Owner and/or occupier, subject to any town planning instrument in force in respect of the Scheme, ensure that:
- a. not more than the maximum number of two (2) adult persons per bedroom occupy the Lot;
 - b. the layout of the bedrooms is not modified or beds arranged in such a way so as to attempt to exceed the maximum permissible occupancy set out in clause (8)(a);
 - c. unless prior approval of the Owners Corporation is first given by the adoption of a special privilege by-law under the Act, no wall or structure within the Lot is erected for the purpose of, or having the effect of, creating additional rooms within the Lot.
- 31.9 For the purposes of this by-law:
- a. a bedroom does not include a lounge room, dining room, family room, bathroom, kitchen, laundry, balcony, courtyard or terrace area (whether or not enclosed);
 - b. if, after the adoption of this by-law, an Owner or occupier of a Lot erects a wall or other structure within the Lot in default of clause (8)(c), or encloses any part or all of a courtyard, terrace or balcony, in either case without the sanction of a by-law adopted by the Owners Corporation authorising those works, the executive committee may resolve to serve a notice on the Owner of that Lot requiring the wall,

structure or enclosure to be removed;

- c. if the executive committee serves a written notice on an Owner under clause (9)(b), the Owner must remove the wall, structure or enclosure within 21 days of service of the notice on that Owner.

Enforcement of By-Law

31.10 For the purposes of ensuring compliance with this by-law and in order to ensure the safety and security of all persons lawfully residing within the Scheme, the executive committee or the strata managing agent for the Scheme may require any person in apparent occupation of any Lot to produce to the executive committee or the strata managing agent, as applicable, written proof of lawful occupation of that Lot which may include but is not limited to:

- a. an approved tenancy agreement specifying that person as the lessee under that agreement;
- b. a driver's licence nominating the Lot as the place of residence of that person;
- c. a statement, invoice or account from a utility supplier of electricity or gas specifying the address of the Lot as the address of that person;
- d. a statement, invoice or other written document from a bank or other financial institution specifying the address of the Lot as the address of that person;
- e. any other document that establishes to the reasonable satisfaction of the executive committee or the strata managing agent, as applicable, that that person is in fact in lawful occupation of the Lot or has otherwise been authorised to reside in the Lot in accordance with this by-law,

in default of which the Owners Corporation is entitled to assume that the Lot is being occupied for a prohibited use and/or contrary to the provisions of this by-law and thereafter the executive committee or strata managing agent, as applicable, may without further notice to the Owner:

- f. confiscate and/or deactivate any Security Key giving access to the building in the possession of that person; and/or
- g. take such action against the Owner of that Lot as the executive committee considers appropriate for the enforcement of this by-law.

31.11

- a. This by-law is a fundamental term in any lease or licence granting rights of occupation to a Lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
- b. Every Owner must include in any lease or licence granting rights of occupation to the Lot of which they are the Owner:
 - i. the maximum number of persons who are to occupy the Lot; and
 - ii. a clause providing that any breach of this by-law is an event of default on the part of the lessee, licensee or other occupier entitling the Owner to give to the lessee or licensee a termination notice of the lease or licence.
- c. If a lessee, licensee or other occupier of a Lot commits a material breach of this by-law, upon that breach being drawn by notice in writing to the attention of the Owner, that Owner must take immediate steps in accordance with the Residential Tenancies Act 2010 or any Act replacing the same to terminate the lease or licence and the occupation of the Lot thereunder, including without limitation making and maintaining such application or applications as may be necessary to the NSW Civil & Administrative Tribunal for the vacation of the Residential Lot under Part 5 of the Residential Tenancies Act 2010 and the Regulations thereunder.

31.12 If an Owner of a Lot served with a notice under clause (9)(b) defaults in complying with that notice or an Owner of any Lot is given notice in writing of any other breach of this by-law in respect of the occupation of that Lot and that Owner defaults in complying with that notice, the Owners Corporation may:

- a. demand that the defaulting Owner do certain acts or things to remedy that default;

- b. take such action as the executive committee considers is reasonable and appropriate in the circumstances to enforce the provisions of this by-law;
- c. recover the costs of any action taken by the executive committee to enforce this by-law (including the costs of recovery) from the defaulting Owner as a debt due and payable;
- d. if that debt is not paid or not paid in full within one month after the date on which it is due, impose on the outstanding amount of that debt simple interest at the same rate as applicable to contributions unpaid under section 79(2) of the 1996 Act or section 85 of the 2015 Act, or if the regulations under the Act prescribe some other rate, then at that other rate; and/or
- e. include reference to any such debt (including interest thereon) on notices under section 109 of the 1996 Act or section 184 of the 2015 Act in respect of that Lot.

Exceptions

31.13

- a. The restrictions in clause (8)(a) do not apply in circumstances where the Owner or occupier of the Lot has obtained the prior written approval of the executive committee to a stated number of persons sleeping overnight in that Lot for a stated period of not more than one month's duration.
- b. The approval of the executive committee pursuant to clause (13)(a) must not be given more than twice in any six month period.
- c. The restrictions in clause (5)(a) and (b) do not apply in circumstances where the executive committee has otherwise approved the lessee not residing in the Lot, or the occupation of the Lot otherwise than pursuant to an approved tenancy, which approval must not be unreasonably withheld.
- d. The approval of the executive committee pursuant to clause (13)(c) must not be given more than twice in any six month period.

General

31.14 This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:

- a. the Environmental Planning & Assessment Act 1979 and Regulations thereunder or any Act or Regulations replacing the same;
- b. any conditions of any consent given by the Council in connection with the development approval for the development of the site now the subject of the Strata Plan;
- c. the Act, the Strata Schemes (Freehold Development) Act 1973, the Residential Tenancies Act 2010, the Retail Leases Act 1994 or the Regulations under any of them or any Act or Regulations replacing the same; and
- d. generally at law.

END – current as at 13 October 2016.