

CONSOLIDATED BY-LAWS – STRATA PLAN 76137

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1 Meanings

1.1 In these by-laws, these terms (in any form) mean:

Air Conditioning Equipment means air conditioning equipment and the wires, pipes, ducting and other equipment associated with the Air Conditioning Equipment.

Apartment means an apartment in the Building, being a lot in the Strata Plan or any strata plan of subdivision.

Approved Building Works means works of the kind referred to in by-law 6.1 which have been approved by the Owners Corporation.

Authority means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

Building means jointly and severally each of the buildings constructed within the Parcel.

By-laws means the by-laws in place from time to time for the Strata Scheme.

Claim includes cost, claim, damage or expense.

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Development Act means the *Strata Schemes (Development) Act 2015*.

Development Application means an application for a development consent made under the *Environmental Planning and Assessment Act 1979 (NSW)*.

Development Consent means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979 (NSW)* and includes all amendments and variations to that consent.

Equipment includes plant, machinery, equipment and security devices.

Exclusive Use By-law means an exclusive use and special privilege by-law made in accordance with Division 3 Part 7 of the Management Act.

Fit Out Works means works of any kind to the Retail Lot and the surrounding or adjacent Common Property including without limitation altering, adding to, removing, repairing or replacing any part of the Common Property near, within, adjacent or contiguous with the Retail Lot (such as Common Property internal walls, Common Property windows and doors, Common Property floor and ceilings) and includes the terrace comprising part of the Retail Lot.

Garbage means any refuse, recyclable material or waste.

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

Grease Arrestor means the grease arrestor installed in the Common Property and any wires, pipes and other equipment installed in the Common Property in connection with the Grease Arrestor.

Grease Arrestor Room means that part of the Common Property comprising the grease arrestor room.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot in the Strata Scheme and otherwise has the meaning given to it by the Development Act.

Management Act means the *Strata Schemes Management Act 2015*.

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Occupier means the occupier, lessee or licensee of a Lot

Original Proprietor means the registered proprietor of the Lots in the Strata Scheme at the time of registration of the Strata Plan.

Owner means the owner of a Lot or the mortgagee in possession of a Lot.

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

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Pool Area means those parts of the Common Property which comprise the swimming pool and its surrounds.

Restricted Matter means a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Retail Lot means lot 1 in the Strata Plan.

Retail Lot Proprietor means the registered proprietor for the time being of the Retail Lot.

Retail Sign Area means that part of the Common Property which is the western wall of the building immediately adjacent to the Retail Lot.

Riser Main means that part of the Common Property comprising the riser main.

Rules means the rules made by the Owners Corporation in accordance with by-law 14.1 (as they may be amended or changed).

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.

Services means any services or systems of any kind including without limitation water, power, fuel, oil, sewerage, telecommunications, communicating systems, security, air conditioning, ventilation and fire protection.

Services Equipment means the equipment associated with a Service and includes the wires, pipes, ducting and other equipment associated with the relevant Service.

Sign includes a sign, notice, placard and advertisement and includes "For Sale" and "To Let" signs.

Strata Plan means strata plan 76137.

Strata Committee means the strata committee appointed by the Owners Corporation.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

You means an Owner or Occupier of a Lot and "Your" has a corresponding meaning.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

(a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;

(b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the by-laws.

2 About These By-Laws

2.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:

(a) the Owners Corporation in general meeting; or

(b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.

(c) the Strata Committee by electronic means without the need for duly convened meeting, for which the Strata Committee may establish procedures, unless it is a Restricted Matter.

2.2 Consent of Owners Corporation may be revoked or withheld

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

2.3 Owners Corporation must not withhold consent

Where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

2.4 Consent by Strata Committee

Consent given by the Strata Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

2.5 Consent conditions

Owners and Occupiers must comply with any condition in a consent.

2.6 Reporting act or activity to Owners Corporation

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a caretaker or building manager, that act or activity must be reported to the caretaker or building manager; and
- (b) if the Owners Corporation has not appointed a caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.

2.7 Exclusive Use By-laws

- (a) The Owner of a Lot who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.
- (b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

3 Behaviour and Responsibility

- 3.1 You must be adequately clothed when on Common Property.
- 3.2 You must do all that You can not to break any Law when in the Building.
- 3.3 You must not:
 - (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to any person lawfully using Common Property;
 - (c) obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis;
 - (d) smoke while you are on Common Property; or
 - (e) do anything which is illegal while on Common Property.
- 3.4 You must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the Lot does not penetrate to the Common Property or any other lot.
- 3.5 You must ensure Your children and the children of Your visitors:
 - (a) do not enter or remain in the pool area unless under adult supervision; and
 - (b) unless accompanied by a responsible adult exercising effective control, do not enter areas of Common Property that are likely to be dangerous to children.
- 3.6 You must ensure Your invitees:
 - (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (b) do not do anything that You cannot do under the by-laws; and
 - (c) are removed from the Building upon refusing to comply with the by-laws.

4 Your Lot

- 4.1 You must:
 - (a) keep Your Lot clean, tidy and in good repair;
 - (b) at your expense, comply with all Laws affecting Your Lot;
 - (c) ensure the floor space the within Your Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to

disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries are excluded); and

- (d) ensure those parts of the balcony rails and door and window frames which are Common Property and which adjoin Your Lot are cleaned on a regular basis so as to prevent corrosion, rusting or weathering.

4.2 You must not:

- (a) store or use any flammable chemical on your Lot unless it is to be used in the lawful, permitted use of your Lot;
- (b) place or hang laundry on any part of your Lot that is visible from outside Your Lot; or

4.3 The consent of the Owners Corporation must be obtained if You wish to:

- (a) keep anything which is visible from outside the Lot and not consistent with the visual aesthetics of the Building;
- (b) operate or allow to operate any device or electronic equipment on Your Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
- (c) attach or hang from any part of Your Lot any aerial or any security device or wires; or
- (d) install or operate any intruder alarm in Your Lot which emits an audible signal.

4.4 You must give a written notice to the Owners Corporation detailing the proposed alteration, addition or works and You must otherwise comply with by-law 6.

5 Use of Your Lot

5.1 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any unlawful purpose.

5.2 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any purpose that may affect or lessen the reputation of the Building.

5.3 You must notify the Owners Corporation if:

- (a) You are carrying out or intend to carry out; or
- (b) You permit or intend to permit any person to carry out,

commercial operations from Your Lot. This by-law 5.3 does not apply to the Retail Lot.

5.4 On request by the Owners Corporation, You must give the Owners Corporation a copy of the consents You hold in connection with any commercial activities.

5.5 You must notify the Owners Corporation if the occupier changes the existing use of the Lot.

- 5.6 Without limiting by-law 5.5, the following changes of use must be notified:
- (a) a change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a Lot for short-term or holiday letting.
- 5.7 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.
- 5.8 You may not lease or licence Your Lot for a period less than 90 days.

6 Alterations or Work to Your Lot

- 6.1 The consent of the Owners Corporation must be obtained if You wish to:
- (a) make alterations to, additions to, remove, repair or replace:
 - (i) any part of the Common Property near or within Your Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
 - (ii) the structure of Your Lot;
 - (iii) the internal walls inside Your Lot (such as dividing walls, even though they may not be Common Property);
 - (iv) the balcony attached to Your Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
 - (b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of Your Lot; or
 - (c) enclose Your car space.
- 6.2 You must not commence to carry out any Approved Building Works:
- (a) unless the Owners Corporation has approved the plans for the works;
 - (b) You have procured all relevant consents from the relevant Authorities; and
 - (c) if applicable, You have in place all relevant insurances and You have given a copy of the policy and the certificate of currency to the Owners Corporation.
- 6.3 When carrying out Approved Building Works You must:
- (a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation;
 - (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;

- (c) ensure the works are carried out in a proper and workmanlike manner;
 - (d) use only qualified and where appropriate, licensed tradesmen;
 - (e) ensure the works are carried out without undue delay;
 - (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (g) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
 - (k) ensure the works are installed wholly within the boundaries of Your Lot
- 6.4 On completion of Approved Building Works You must:
- (a) ensure all rubbish and debris caused by the works is removed from the Building;
 - (b) ensure the Common Property is left clean and tidy; and
 - (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.
- 6.5 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.
- 6.6 This by-law does not apply to any works by the Retail Proprietor carried out in accordance with its rights under by-laws 21 to 26 inclusive.

7 Common Property

- 7.1 You must:
- (a) inform the Owners Corporation of any noticeable defect You notice in the Common Property or personal property vested in the Owners Corporation; and
 - (b) have consent from the Owners Corporation under the by-laws if alterations carried out by You on Your Lot affect Common Property.
- 7.2 You must not:
- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;

- (b) do anything to damage or deface Common Property;
- (c) interfere with any personal property vested in the Owners Corporation;
- (d) interfere with the operation of any Equipment installed in the Common Property;
- (e) damage any lawn, plant, tree or garden situated on or within Common Property;
- (f) purposely damage or use part of a lawn or garden, a plant or tree for Your own exclusive purpose;
- (g) place or hang laundry on any part of the Common Property;
- (h) park or stand any vehicle on any part of the Common Property; or
- (i) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

7.3 Notwithstanding section 106 of the Management Act, You must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services Your Lot to which the consent of the Owners Corporation has been given under the by- laws.

7.4 You must not:

- (a) without the prior written consent of the Owners Corporation, interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within Your Lot) without the prior written consent of the Owners Corporation; or
- (c) without the prior written consent of the Owners Corporation, interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

7A Parking

7A.1 You may not park or stand any vehicle:

- (a) on any part of the Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation; or
- (b) in a private bay without the approval of the Owner of the associated Lot.

7A.2 The Owners Corporation may enter into an agreement with the City of Sydney Council to facilitate enforcement of this by-law.

8 Window Cleaning

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of 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.
- (b) The Owners Corporation may decide:
 - (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
 - (ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

9 Security and Security Keys

- 9.1 If it considers it necessary, the Owners Corporation may:
 - (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
 - (c) restrict by means of Security Key Your access to one level of the Building to any other level.
- 9.2 You must not do or permit anything which may prejudice the security or safety of the Building.
- 9.3 You must close all security doors and gates when You pass through them.
- 9.4 If the Owners Corporation restricts Your access under by-law 9.1, the Owners Corporation may make available to You free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 9.5 The Owners Corporation may charge You a fee or a bond for any additional or extra Security Key You may require. You must take all reasonable steps to ensure return of any additional Security Key which you no longer require to the Owner or the Owners Corporation.
- 9.6 You must exercise great care in making a Security Key available for users of Your Lot.

- 9.7 You must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 9.8 You must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- 9.9 The Owners Corporation has the power to re-code Security Keys and to require You to return your Security Keys to have them re-coded.
- 9.10 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, You must deal with that party and pay the fee or bond that party may require for Security Keys.

10 Compensation to Owners Corporation

- 10.1 You will be liable to compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by You or any of Your invitees.
- 10.2 You will be liable to re-imburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by You or any one under your control.

11 Garbage Applicable to All Lots Except Retail Lot

- 11.1 This by-law applies to all Lots except the Retail Lot.
- 11.2 You may only dispose of Garbage in the manner provided by this by- law.
- 11.3 If You are an Owner or Occupier in building A (which has garbage chutes):
 - (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (ii) placed in the garbage chute.
 - (b) Garbage may not be placed or left in the garbage closets on each level of Building A.
 - (c) Garbage that is recyclable material must be:
 - (i) separated from Garbage that is non-recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (iii) in the case of bottles, completely drained; and
 - (iv) placed in the relevant recyclable bins in the garbage room in building A.

11.4 If You are an Owner or Occupier in any of buildings B, C or D (which do not have garbage chutes):

- (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any containers must be completely drained wrapped); and
 - (ii) placed in the garbage room designated for use by Owners and Occupiers in Your building.
- (b) Garbage that is recyclable material must be:
 - (i) separated from Garbage that is not recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (iii) in the case of bottles, completely drained; and
 - (iv) placed in the relevant recyclable bin in the garbage room designated for use by Owners and Occupiers in Your building.
- (c) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property, and
- (d) comply with the local Council's guidelines for the storage, handling, collection and disposal of waste.

11.5 You must:

- (a) promptly remove any Garbage that may have been spilled; and
- (b) promptly clean the area on which the Garbage has been spilled.

11.6 You must not leave Garbage (whether it is in containers or not) on any part of the Common Property except in the garbage room designated for use by Your Lot.

11.7 An owner or occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

12 Electric Vehicle Charging

12.1 Subject to the conditions in this by-law, an Owner who has the use of a car bay in the carpark has a special privilege in respect of the common property to install in that car bay an electrical supply and an electrical outlet of up to 16 amps for the purpose of charging an electric vehicle (the equipment).

- 12.2 The Owner must make an application to the Strata Committee in relation to the installation, which must comply with by-law 6. The Strata Committee may approve the application provided that:
- (a) The Strata Committee is satisfied that its existing systems will support the proposed equipment.
 - (b) The Owner making the application enters into an alteration and indemnity agreement on terms determined by the Strata Committee, including terms that:
 - (i) the Owner will pay all costs related to installation, repair, maintenance and upgrades of the equipment; and
 - (ii) the Owner will indemnify the Owners' Corporation and hold it harmless against any loss or expense it may sustain in connection with the installation and use of the equipment.
 - (c) The Strata Committee may charge the owner for electricity costs. To this end, the Strata Committee will determine how to assess charges to Owners with such equipment, whether by metering, mileage, a flat fee or another method.
- 12.3 If, in the opinion of the Strata Committee, the equipment may be removed with minimal harm to Common Property:
- (a) The owner will retain ownership of the equipment.
 - (b) The owner may remove the equipment on the sale of the unit associated with the car bay (the associated unit), provided that the owner promptly repair any damage its removal causes.
 - (c) If the owner does not remove the equipment on the sale of the associated unit, the equipment becomes the Common Property of the subsequent owner of the associated unit.

13 Animals

- 13.1 An owner or occupier of a Lot must not, without the prior written consent of the Owners' Corporation, keep any animal on the Lot or the Common Property. That approval is to be issued for the specific animal the subject of the application.
- 13.2 The Owners' Corporation must not unreasonably withhold consent and must give an owner or occupier written reasons for any refusal to grant approval.
- 13.3 An owner or occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 of the Commonwealth*.
- 13.4 The following animals must not be kept on the lot or common property:
- (a) Dogs of a declared dangerous breed Any dog declared under the Companion Animals Act 1998 to be a dangerous dog or any dog that is a restricted dog within the meaning of that Act, or the regulations thereunder.

- (b) Domestic fowl, game birds, cockatoos or large parrots.
- 13.5 An owner or occupier of a Lot who has been permitted by the Owners' Corporation to keep an animal on the Lot or Common Property must:
- (a) Keep the animal leashed, in an animal carrier or otherwise under control at all times when on internal common property and supervised at all times when on external common property.
 - (b) Ensure that all faeces or other animal waste, whether on the Lot or the Common Property is immediately removed and disposed of and that in doing so no faeces or other animal waste is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape; and
 - (c) Ensure that the animal does not disturb other owners or occupiers of a Lot; and
 - (d) Ensure that the animal does not wander on to another Lot or on the Common Property; and
 - (e) Ensure that dogs and cats are appropriately identified by, for example, microchip, tattoo or other appropriate means and registered with City of Sydney Council; and
 - (f) Ensure that an appropriate flea and vaccination schedule is maintained in respect of the animal; and acknowledge that the Owners Corporation may withdraw its consent to keep an animal in the event of a breach of By-Law 15.
 - (g) Ensure that the animal does not enter the swimming pool enclosure or swimming pool.

14 Rules

- 14.1 The Owners Corporation may make Rules relating to matters associated with the use, management, security and control of the Building and any Common Property.
- 14.2 The Owners Corporation may amend or replace any Rule.
- 14.3 You are bound by the Rules:
- 14.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

15 Insurance Premiums

- 15.1 Unless you have the prior written consent of the Owners Corporation, You may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 15.2 Consent under by-law 15.1 allows the Owners Corporation to require You to reimburse the Owners Corporation for higher premiums which result from Your activities or use of Your Lot and/or the Common Property.

- 15.3 You must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on Your Lot which may increase the premiums for the insurances held by the Owners Corporation.
- 15.4 You are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on Your Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

16 Signs

- 16.1 Unless You have the prior written consent of the Owners Corporation You must not affix or exhibit any Sign to or on any part of the Building unless it is inside your Lot and is not visible from outside your Lot.
- 16.2 This by-law 16 does not apply to the Original Proprietor or any Sign erected by the Retail Proprietor which complies with by- law BY-LAW 21.

17 Pool

- 17.1 The following rules apply to the use of the Pool Area:
- (a) You enter and use the Pool Area at your own risk;
 - (b) any child under the age of 12 years must be accompanied by a responsible adult who must remain in the Pool Area;
 - (c) You must not run, jump, dive or otherwise conduct yourself in a dangerous or careless manner in the Pool Area or within the vicinity of the Pool Area;
 - (d) You must not leave any object on the ground or in the water, in the Pool Area, or within the vicinity of the Pool Area;
 - (e) You must not disturb the peaceful enjoyment of the Pool Area by other users; and
 - (f) You must leave the Pool Area when requested to do so by any person authorised by the Owners Corporation.
 - (g) Only Occupiers and their accompanied guests may enter or remain in the Pool Area.
 - (h) No breakable item may be taken into the pool area, including glass, ceramics, and porcelain.
 - (i) No one may enter or remain the pool area outside the published opening times.

18 Moving and Delivering

- 18.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.

- 18.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.
- 18.3 You must not do any damage to the Common Property, or You must immediately make good any such damage.
- 18.4 If the Owners Corporation has appointed a Building Manager, You must comply with their requirements.

19 Complaints and Applications

- 19.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation.
- 19.2 If the Owners Corporation has not made a nomination, then they must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

20 Lease or Licence of Lots

- 20.1 This by-law applies to Lots that are leased or licensed.
- 20.2 If You have leased or licensed Your Lot:
- (a) You must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
 - (b) You must ensure the Occupiers comply with the by-laws;
 - (c) You must act promptly to comply with any reasonable notice You may receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager about Your Occupiers; and
 - (d) You must take all action available to ensure Your Occupiers comply with the by-laws and any reasonable notice You receive from the Owners Corporation.
- 20.3 If You are an Occupier of a Lot:
- (a) You must comply with the by-laws; and
 - (b) You must promptly comply with any notice You receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager.

21 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Signs

- 21.1 This is an Exclusive Use By-law.

- 21.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has the special privilege, to erect or attach and use Signs on the Retail Sign Area on the conditions of this by-law.
- 21.3 The Retail Lot Proprietor must obtain the consent of all relevant Authorities prior to erecting each Sign.
- 21.4 The Retail Lot Proprietor is responsible for the proper care, maintenance and replacement of any Sign erected in accordance with this by-law. The Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which any such Sign is erected or attached.
- 21.5 The Retail Lot Proprietor must keep each Sign erected in accordance with this by-law in a proper state of repair and condition.
- 21.6 The Retail Lot Proprietor may erect a Sign or Signs on the Retail Sign Area without the consent of the Owners Corporation if it is one which is in conformity with the Building signage on the south western pillar outside the main entrance of Building A. For any period of time there is no signage on that pillar Signs erected by the Retail Lot Proprietor must be in conformity with the Building as high class residential building.

22 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Grease Arrestor

- 22.1 This is an Exclusive Use By-law.
- 22.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has the special privilege to use the Grease Arrestor and the Grease Arrestor Room.
- 22.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Grease Arrestor, the Common Property on which the Grease Arrestor is contained and the Grease Arrestor Room.
- 22.4 The Retail Lot Proprietor must:
- (a) keep the Grease Arrestor Room clean at all times;
 - (b) have the Grease Arrestor cleaned on a regular basis at its own cost;
 - (c) must comply with all laws and the requirements of all Authorities in connection with the Grease Arrestor and the Grease Arrestor Room; and
 - (d) effect and keep effected public liability insurance in respect of the Grease Arrestor Room.

23 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot Over the Riser

- 23.1 This is an Exclusive Use By-law.

23.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has:

- (a) the exclusive use of the Riser Main; and
- (b) the special privilege to attach the Retail Lot to the Riser Main; and
- (c) the special privilege to use the Riser Main for any purpose associated with the use of the Retail Lot.

23.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Riser Main.

23.4 The Retail Lot Proprietor must:

- (a) comply with the requirements, and notices, of all relevant Authorities in connection with the Riser Main;
- (b) reimburse the Owners Corporation for any additional insurance premiums or increased insurance premiums paid or payable by the Owners Corporation on any insurance policy effected in connection with the Building as a result of the exercise of the rights in this by-law;
- (c) indemnify the Owners Corporation and keep the Owners Corporation indemnified against all claims and liability incurred by the Owners Corporation as a result of exercise of the rights created by the this by-law or as a result of failing to carry out any obligation imposed by this by-law;
- (d) keep and maintain the Riser Main clean and in good condition; and
- (e) replace or renew the Riser Main when it is in need of replacement or renewal.

24 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot to Carry Out Building Works

24.1 This is an Exclusive Use By-law.

24.2 The Retail Lot proprietor has the special privilege to carry out Fit Out Works to the Retail Lot which are necessary or considered desirable by the Retail Lot Owner for the purposes of carrying out any activity or business in the Retail Lot which is the subject of a Development Consent, subject to the conditions in by-laws 24.3, 24.4, 24.5 and 24.6.

24.3 The Retail Lot Owner must not commence to carry out any Fit Out Works:

- (a) it has procured all relevant consents from the relevant Authorities; and
- (b) if applicable, it has in place all relevant insurances and has given a copy of the policy and the certificate of currency to the Owners Corporation.

24.4 When carrying out Approved Building Works the Retail Lot Owner must:

- (c) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (d) ensure the works are carried out in a proper and workmanlike manner;
- (a) use only qualified and where appropriate, licensed tradesmen;
- (b) ensure the works are carried out without undue delay;
- (c) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (d) cause as little disturbance as is practicable to other Owners and Occupiers;
- (e) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (f) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (g) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (h) ensure the works are installed wholly within the boundaries of the Retail Lot.

24.5 On completion of the Fit Out Works the Retail Lot Owner must:

- (e) ensure all rubbish and debris caused by the works is removed from the Building;
- (f) ensure the Common Property is left clean and tidy; and
- (a) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

24.6 The Owners Corporation must endorse its consent on all applications, documents and plans required by the Retail Lot Proprietor in order for it to procure consent to Fit Out Works the subject of this by-law.

24.7 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair any Common Property which is altered, added to, removed, repaired or replace in accordance with this by-law.

25 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Services

25.1 This is an Exclusive Use By-law.

25.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has:

- (a) the special privilege to install those Services into the Retail Lot considered necessary by the Retail Proprietor, or required by an Authority, in connection with the business being conducted in the Retail Lot;
 - (b) the special privilege to make alterations to the Common Property for the purposes of installing Services Equipment into the Retail Lot and those parts of the Common Property considered necessary by the Retail Lot Proprietor, or required by an Authority, in connection with the Services applicable to the Retail Lot; and
 - (c) the exclusive use over those parts of the Common Property over which the Services Equipment is installed or attached.
- 25.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Services Equipment erected on or attached to Common Property and the Common Property on which the Services Equipment is contained.
- 25.4 When carrying out works to install any Services Equipment the Retail Lot Proprietor must:
- (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
 - (b) ensure the works are carried out in a proper and workmanlike manner;
 - (c) use only qualified and where appropriate qualified tradesman;
 - (d) ensure the works are carried out without undue delay;
 - (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (f) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
 - (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
 - (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

26 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Air Conditioning Equipment

26.1 This is an Exclusive Use By- law.

26.2 Despite any other by-law to the contrary, the Retail Lot Proprietor special privilege to connect that part of the Air Conditioning System in or servicing its Lot to that part of the Air Conditioning System comprised within the Common Property.

26.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Common Property on which it is attached or located.

27 Air Conditioning Equipment

27.1 This by-law does not apply to the Retail Lot.

27.2 The consent of the Owners Corporation (which must not be unreasonably held) must be obtained if You wish to install any Air Conditioning Equipment in Common Property servicing your Lot.

27.3 Any Air Conditioning Equipment must not be visible from outside the Building in which Your Lot is located when standing in the Common Property or in a public street outside your Building.

27.4 You must not install the Air Conditioning Equipment or commence to carry out any work in connection with the Air Conditioning Equipment:

(a) unless the Owners Corporation has approved the plans for the work and approved the type of Air Conditioning Equipment which approval must not be unreasonably withheld if the Air Conditioning Equipment complies with the requirements of all relevant Authorities and the rules (if any) of the Owners Corporation made in accordance with by-law 27.7; and

(b) You have procured all relevant consents from the relevant Authorities.

27.5 When carrying out works to install your Air Conditioning Equipment you must:

(a) comply with the reasonable requirements of the Owners Corporation;

(b) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;

(c) ensure the works are carried out in a proper and workmanlike manner;

(d) use only qualified and where appropriate qualified tradesman;

(e) ensure the works are carried out without undue delay;

(f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;

(g) cause as little disturbance as is practicable to other Owners and Occupiers;

(h) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;

(i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and

(j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

- 27.6 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities.
- 27.7 The Owners Corporation may make rules and regulations about the type, size and quality of any Air Conditioning Equipment. If the Owners Corporation makes any such rules or regulations, You must comply with them and only install Air Conditioning Equipment which complies with those rules and regulations.
- 27.8 If You install any Air Conditioning Equipment with the consent of the Owners Corporation in accordance with this by-law then:
- (a) You have the exclusive use of that part of the Common Property over which the Air Conditioning Equipment is installed or constructed; and
 - (b) You are solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which the Air Conditioning Equipment is erected or attached.

29 Garbage Arrangements for Retail Lot

29.1 Definitions

In this by-law: these terms (in any form) means:

Authority means an authority of any kind and includes local government, semi government and federal and state government authorities.

Block A means the building marked "Block A" on the Strata Plan.

Building means the building the subject of the Strata Scheme.

Common Property means the common property of the Strata Plan.

Garbage means any refuse, recyclable or waste.

Owners Corporation means the owners corporation of the Strata Scheme.

Retail Lot means lot 1 in the Strata Plan.

Retail Lot Occupier means any tenant, licensee or occupier of the Retail Lot.

Retail Lot Owner means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

Strata Plan means strata plan registered number 76137.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

29.2 Garbage arrangements for Retail Lot

- (a) Garbage in connection with the Retail Lot may only be disposed of in the manner provided in this by-law.
- (b) Garbage in connection with the Retail Lot may be stored in bins located in the garbage room in Block A provided that:
 - (i) The bins may only be located in that part of the garbage room in Block A designated for use by the Retail Lot (the "Designated Area").
 - (ii) Garbage that is non-recyclable must be:
 - (A) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (B) placed in non-recyclable bins provided by the Retail Lot Owner at its own cost
 - (iii) Garbage that is recyclable material must be:
 - (A) separated from Garbage that is non- recyclable;
 - (B) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council or any relevant Authority or otherwise);
 - (C) in the case of bottles, completely drained; and
 - (D) placed in the relevant recyclable bins provided by the Retail Lot Owner at its own cost.
- (c) The Retail Lot Owner and any Retail Lot Occupier must:
 - (i) place Garbage in the garbage room in Block A in the Designated Area only;
 - (ii) arrange for Garbage to be regularly removed by independent contractors (at no cost to the Owners Corporation) so as to ensure no Garbage accumulates for any reasonable amount of time;
 - (iii) not place or leave Garbage of any kind or garbage bins on the Common Property;
 - (iv) promptly remove any Garbage that may have spilled; and
 - (v) promptly clean the area on which any Garbage has been spilled.

30 Right for Lot 1 to Make Alterations to Common Property

30.1 Type of by-law

- (a) This is a by-law made in accordance with s65A of the Management Act.

- (b) This by-law may only be amended by a special resolution of the Owners Corporation and with the written consent of the Retail Lot Owner.
- (c) The Retail Lot Owner may allow the Retail Lot Occupier and an Authorised Person to exercise the rights of the Retail Lot Owner under this by-law. The Retail Lot Owner remains responsible to the Owners Corporation in connection with compliance with this by-law.

30.2 Definitions

In these by-laws, these terms (in any form) mean:

Authorised Person means any employee, contractor, servant or agent of the Retail Lot Owner.

Authority means an authority of any kind and includes local government, semi government and federal and state government authorities.

Basement Building Works means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a chain wire fence;
- (b) the installation of a 1800 x 1800 modular coolroom;
- (c) the installation of a PVC conduit along par park soffit; and
- (d) the installation of all relevant services.

Building means the building the subject of the Strata Scheme.

Building Works means the Ground Floor Building Works and the Basement Building Works.

Common Property means the common property of the Strata Plan.

Ground Floor Building Works means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a plaster board ceiling;
- (b) the installation of a floating timber floor (with associated insulation);
- (c) the installation of plasterboard (or plaster applied) painted walls;
- (d) the installation of a feature wall;
- (e) the affixing of tiles to walls; and
- (f) the installation of the following services:
 - (i) air conditioning and exhaust ductwork;
 - (ii) electrical power, communications and lighting;

- (iii) fire protection; and
- (iv) water, drainage and gas.

Management Act means the *Strata Schemes Management Act 1996 (NSW)*.

Retail Lot means lot 1 in the Strata Plan.

Retail Lot Occupier means any tenant, licensee or occupier of the Retail Lot.

Retail Lot Owner means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation of the Strata Scheme.

Plan means the plan annexed to this by-law and marked with the letter "A".

Strata Plan means strata plan registered number 76137.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

30.3 Rights

The Retail Lot Owner is authorised, subject to the conditions in this by-law:

- (a) to carry out the Building Works;
- (b) to permit any Authorised Person to carry out the Building Works; and
- (c) to install services, pipes, ducts, conduits and other items in the Retail Lot and the Common Property to the extent necessary to carry out the Building Works.

30.4 Access to Common Property

The Retail Lot Owner is authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works and to store on the relevant parts of the Common Property materials, sheds and other relevant items for such reasonable period of time as may be necessary to carry out the Building Works.

30.5 Maintenance obligations

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, the Retail Lot Owner is responsible for the ongoing maintenance and repair of those parts of the Common Property.

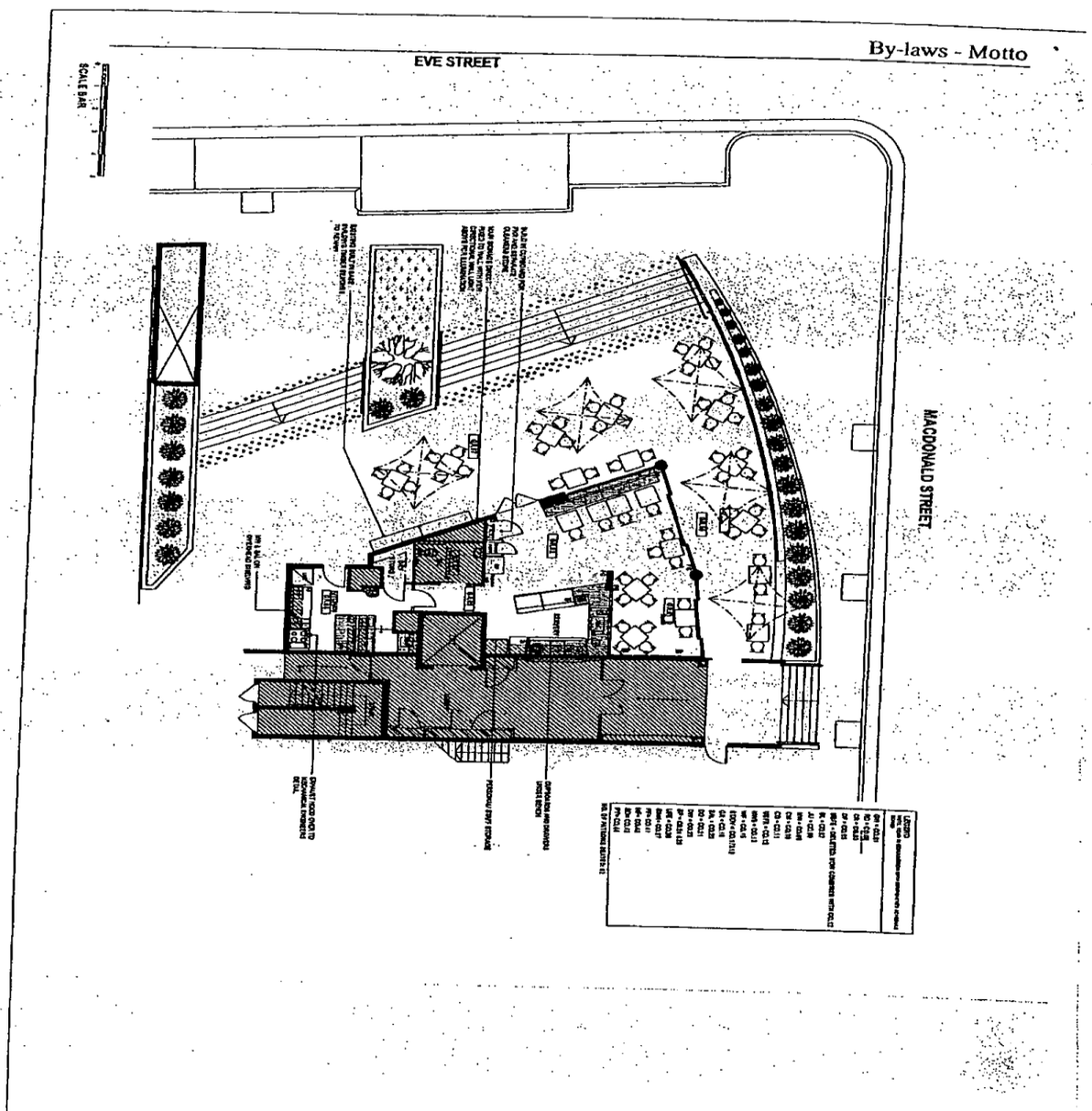
30.6 Obligations when carrying out Building Works

- (a) When carrying out the Building Works, the Retail Lot Owner must:
 - (i) obtain necessary consents from government agencies;
 - (ii) ensure the works are carried out in a proper and workmanlike manner;

- (iii) use only qualified and where appropriate, licensed tradesmen;
 - (iv) ensure all relevant insurances are in place and if requested by the Owners Corporation provide it with copies of those insurances;
 - (v) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (vi) cause as little disturbance as is practicable to other owners and occupiers of other lots in the Strata Scheme;
 - (vii) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (viii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (ix) ensure no damage is caused to the property of any other owner or occupier of another lot in the Strata Scheme, or if damage is caused, immediately make good that damage;
 - (x) obtain consent of from the Owners Corporation if services are to be interfered with or interrupted;
 - (xi) notify the Owners Corporation of the estimated commencement and termination dates of the Building Works; and
 - (xii) comply with the reasonable requirements of the Owners Corporation notified in writing to the Retail Lot Owner.
- (b) Prior to commencing the Building Works, the Retail Lot Owner must procure the consent of all relevant Authorities and must obtain all relevant insurances in connection with carrying out the Building Works and if requested by the Owners Corporation provide it with copies of those insurances.
- (c) On completion of the Building Works, the Retail Lot Owner must ensure:
- (i) all rubbish and debris caused by the Building Works is removed from the Building; and
 - (ii) the Common Property in the vicinity of the Building Works is left clean and tidy.
- (d) The Retail Lot Owner must ensure the completed Building Works complies with the requirements of all relevant laws and Authorities and does not result in the Owners Corporation breaching any law or the requirements of any Authority.

30.7 Indemnity

The Retail Lot Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or injury to property or persons as a result of carrying out the Building Works.



By-laws - Motto

EVE STREET

MACDONALD STREET

SCALE BAR

NO.	DESCRIPTION	DATE
1	ISSUED FOR APPROVAL	15/05/09
2	REVISED TO SHOW CHANGES	15/05/09
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GROUND FLOOR
 214 EVE ST
 ERSKINEVILLE NSW
 Furniture Plan
 DATE: 15/05/09
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

© Philippa Russell Lawyer
 [Signature]

QUBM

This floor plan is a copy of the original floor plan submitted to the Council for approval. It is not to be used for any other purpose without the written consent of the Council. The Council is not responsible for any errors or omissions in this floor plan.

DATE: 15/05/09
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

10 Hanging out of washing

- 1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- 2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- 4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

32 Service of Documents on Owner of Lot by Owners Corporation

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

33 Exclusive use rights and special privilege in favour of Lots 51, 117, 118, 120, 123, 125 & 126

1. This is an Exclusive Use By-law.
2. Despite any other by-law to the contrary, the owner of:
 - (a) Lot 51 has a special privilege to undertake the following:
 1. exclusive use to courtyard area
 2. reduce the garden bed area to half,
 3. level garden bed area to ground height
 4. demolish and remove the brick nib wall centre of the courtyard
 5. demolish and remove horizontal garden bed brick retaining wall
 6. supply and install tiles to courtyard area
 - (b) lots 117, 123, and 125 have a special privilege to remove the western and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
 - (c) lots 118, 120 and 126 have a special privilege to remove the eastern and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;

3. When carrying out works to remove any wall authorised in the by-law, the owner of the lot must:
 - (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
 - (b) ensure the works are carried out in a proper and workmanlike manner;
 - (c) use only qualified and where appropriate qualified tradesman;
 - (d) ensure the works are carried out without undue delay;
 - (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (f) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
 - (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
 - (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.
4. The owner of each lot who removes a wall authorised in this by-law must maintain and keep in a state of good and serviceable repair the area occupied by the removed wall.
5. Each owner benefitted by the rights and privileges granted in this by-law indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the:
 - (a) work to remove the wall;
 - (b) use of their respective exclusive use areas;
 - (c) failure to comply the duty to maintain, repair, renew or replace;
 - (d) performance of any work required to comply with the duty to maintain and repair;
 - (e) owner's breach of any part of this by-law.
6. If an owner fails to comply or breaches any part of this by-law, then the Owners Corporation may:
 - (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) if the owner fails to comply with the request in sub clause (a):

- (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
- (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
- (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Management Act, and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW 1

Definitions

1. In this by-law:

- (a) “**Act**” means the *Strata Schemes Management Act 2015*;
- (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
- (c) “**Building**” means the building located at 8 Eve Street, Erskineville;
- (d) “**Common Property**” means the common property comprised in Strata Plan 76137;
- (e) “**Insurance**” means Contractors’ All Risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), insurance required under s92 of the Home Building Act 1989, and workers compensation insurance;
- (f) “**Lot**” means lot 50 in strata plan 76137;
- (g) “**Past Works**” means:
 - (i) the installation of tiles and acoustic underlay on the floor of the Lot with the exception of the balcony and bathrooms;
 - (ii) the installation of a Dakin inverter reverse cycle air conditioning system and ancillary pipes, wires, cables and ducting, with the air-conditioning unit located on the lounge room wall of the Lot adjacent to the kitchen and the condenser unit located on the roof above the Lot with a pipe connecting the condenser unit through the ceiling of the Lot;
- (h) “**Owner**” means the owner for the time being of the Lot including successors in title;
- (i) “**Owners Corporation**” means The Owners – Strata Plan No 76137;
- (j) “**work**” means the work referred to in clause 4 of this by-law;
- (k) Unless the context or subject matter otherwise indicates or requires:
 - (i) reference to the singular includes the plural and the plural includes the singular;
 - (ii) “Including” and similar expressions are not words of limitation;
 - (iii) headings are for convenience only and do not affect the interpretation of this by-law;
 - (iv) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

Grant of special privilege

2. On the conditions set out in this by-law the Owner of the Lot has a special privilege in respect of the Common Property to keep the Past Works on the Common Property

Past Works

3. The Owner must, in relation to the Past Works:
 - (a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.
 - (b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:
 - (i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained Insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);
 - (ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;
 - (iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:
 - (A) the Building Code of Australia;
 - (B) pertinent Australian Standards;
 - (C) manufacturer's specifications and recommendations.

Repair and maintenance

4. The Owner must properly maintain and keep in a state of good and serviceable repair (and must renew or replace where necessary) the Past Works.

Conduct of work

5. Prior to commencing any work:
 - (a) the Owner must inform the strata committee of the nature of the work being conducted;
 - (b) the Owner must provide the Owners Corporation with:
 - (i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes;
 - (ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain Insurance for the duration of the work;

- (iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence.
6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:
- (a) use only duly licensed contractors to conduct the work in a proper and skilful manner;
 - (b) use appropriate materials in accordance with the manufacturer's specifications;
 - (c) comply with all conditions and requirements of any Authority;
 - (d) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property;
 - (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
 - (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;
 - (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays;
 - (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work ;
 - (j) keep all affected areas of the Building outside the Lot clean and tidy, and remove all debris from the Common Property.
7. After the completion of work, the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the work has been completed;
 - (b) notify the Owners Corporation that all damage, if any, to any lot in the Building or Common Property caused or contributed to by the work and not permitted by this by-law, has been rectified;
 - (c) Provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.

Failure to comply or breaches

8. If the Owner fails to comply with or breaches any obligation under this by-law, then the Owners Corporation may:

- (a) carry out anything reasonably necessary to perform that obligation;
- (b) enter with reasonable notice in writing upon any part of the parcel to perform that obligation;
- (c) recover the costs of carrying out that obligation from the Owner as a debt;

but only if the Owners Corporation first gives the owner a reasonable opportunity (not less than 28 days by written notice) to rectify any alleged breach or failure to comply, unless there is an emergency. The Owner shall also indemnify the Owners Corporation against any legal action or liability from any action by the Owners Corporation pursuant to this clause.

Indemnity

- 9. The Owner indemnifies and must keep the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the use of the Past Works, , and the use and performance of the work including, without limitation, any liability of the Owners Corporation under s.122(6) of the Act unless caused or contributed by any negligent act or omission of the Owners Corporation, its agents, servants, contractors, employees or invitees.

Damage

- 10. The Owner is liable and remains liable for any damage caused or contributed to by the use of the Past Works, , the use and performance of the work, and anything which is not authorised by this by-law Including, without limitation, damage to the property of the Owners Corporation or the property of an owner or occupier of a lot in the Building.

Costs

- 11. The Owner must pay all reasonable expenses of the Owners Corporation incurred in the making and registration, of this by-law and the Owners Corporation, including legal expenses. The work and anything else required of the Owner pursuant to this by-law must be undertaken at the cost of the Owner.

SPECIAL BY-LAW 2 – Delegation of Minor Renovations

- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Schemes Management Act 2015) and of imposing conditions on such approval.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

SPECIAL BY-LAW 3 – Major Renovations and Building Works (Lot 162)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot 162 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings provided;

“**Major Renovations By-Law**” means Special By-Law No. 3 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.1 The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.2 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.

4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

- 4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.