

SP69581

encompassing

Johns Court, 19 Cadigal Avenue, Pymont
McCafferys Tower, 21 Cadigal Avenue, Pymont
Clifftop, 23 Cadigal Avenue, Pymont
Stables, 25 Cadigal Avenue, Pymont
Mews, 26 Cadigal Avenue, Pymont
Chalet, 27 Cadigal Avenue, Pymont

Registered By-Laws

STRATA PLAN 69581

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1. - Definitions and interpretation

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

"**Act**" the Strata Schemes Management Act 2015;

"**Adult**" person over the age of 18 years;

"**Air Conditioning**" an air conditioner inside a Lot or on the roof of the Building and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment, but excludes filters.

"**Architectural Standards**" the meaning given to that term in the Community Management Statement;

"**Building**" the building constructed on the Parcel in the Strata Scheme;

"**Building Manager**" the building manager engaged to service the Owners Corporation from time to time;

"**Bicycle Storage Facilities**" those areas of Common Property containing bicycle racks for the storage of bicycles;

"**Car Space**" that space being a part Lot for the purpose of parking a Motor Vehicle;

"**Car Wash Bay**" those areas of Common Property designated by the Owners Corporation from time to time as car wash bays;

"**Clifftop**" the building described as such in the location plan forming part of the Strata Plan;

"**Clifftop Air Conditioning Plant**" the air conditioning plant and equipment servicing Clifftop;

"**Clifftop Occupiers**" the Occupiers of Lots in Clifftop;

"**Clifftop Owners**" the Owners of Lots in Clifftop;

"**Committee**" means the strata committee elected by the Owners Corporation from time to time;

"**Common Property**" so much of the Parcel as from time to time is not comprised in any Lot;

"**Community Association**" is Community Association DP 270215;

"**Community Management Statement**" the community management statement registered with the Community Plan;

"**Community Parcel**" the land the subject of the Community Scheme;

"**Community Plan**" deposited plan 270215;

"**Community Property**" property owned by Jackson's Landing Community Association, being Lot 1 DP 270215;

"**Community Scheme**" the community scheme constituted on registration of the Community Plan;

"**Community Titles Legislation**" the Community Land Development Act 1989 and the Community Land Management Act 1989;

"**Council**" means City of Sydney Council;

"**Developer**" the meaning given to that term in the Community Management Statement;

"**Development Activities**" the meaning given to that term in the Community Management Statement;

"**Development Consent**" consent no.97-06-99;

"**Gymnasium**" the gymnasium on Common Property;

"**Johns Court**" the building described as such in the location plan forming part of the Strata Plan;

"**Johns Court Air Conditioning Plant**" the air conditioning plant and equipment servicing Johns Court;

"**Johns Court Lift**" the lift servicing Johns Court;

"**Johns Court Occupiers**" the Occupiers of Lots in Johns Court;

"**Johns Court Owners**" the Owners of Lots in Johns Court;

"**Landscape Standards**" the meaning given to that term in the Community Management Statement;

"**Lot**" a lot (as defined in the Act) in the Strata Plan;

"**Manager**" the manager appointed under the agreement disclosed in by-law 12;

"**McCafferys Tower**" the building described as such in the location plan forming part of the Strata Plan;

"**McCafferys Tower Air Conditioning Plant**" the air conditioning plant and equipment servicing McCafferys Tower,

"**McCafferys Tower Lift**" the lift servicing McCafferys Tower,

"**McCafferys Tower Occupiers**" the Occupiers of Lots in McCafferys Tower,

"**McCafferys Tower Owners**" the Owners of Lots in McCafferys Tower,

"**McCafferys Recreational Facilities**" the recreational facilities on Common Property including a Swimming Pool, Gymnasium and Bicycle Storage Facilities;

"**Motor Vehicle**"

(a) A motor vehicle within the meaning of the *Road Transport Act 2013*, and includes a caravan, boat trailer or other trailer (whether or not attached to such a vehicle), motorbike or motor scooter, and

(b) The remains of such a vehicle, and

(c) Any article (including parts and accessories) that is secured to or in such a vehicle.

"**Occupier**" any person in lawful occupation of a Lot;

"**Owner**":

(a) except as provided in paragraph (b), the registered proprietor of a Lot; or

(b) a person whose name has been entered on the strata roll as an Owner of a Lot in accordance with s 178 of the Act;

"Owners Corporation" the owners corporation for the Strata Scheme;

"Parcel" the land comprised in the Strata Plan;

"Permitted Person" a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier,

"Residential Development" the use of land for any form of housing, other than housing leased on a short-term basis subject to the Residential Tenancies Act 1987, but does not include the use of land for a hotel, a hostel, an apartment hotel (being a building consisting of suites of rooms rented or hired out without being leased on a short-term basis), a boutique hotel, serviced apartments, backpacker accommodation, a motel or the like as defined in Sydney Regional Environmental Plan No. 26 - City West.

"Residents' Handbook" means the handbook kept and amended from time to time by the Committee which sets out rules and guidelines for day to day living at McCafferys Hill.

"Residential Lot" a Lot approved for Residential Development;

"Residential Tenancy Agreement" means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot on a commercial basis for a period of greater than 3 consecutive months;

"Security Key" the meaning given to that term in the Community Management Statement;

"Strata Manager" means the strata managing agent engaged by the Owners Corporation from time to time;

"Strata Plan" registered strata plan number 69581 as well as the strata plan of subdivision numbered 74369;

"Strata Scheme" the strata scheme constituted on registration of the Strata Plan;

"Swimming Pool" the swimming pool, spa and sauna which is on Common Property;

"Visitor Car Parking" those areas of Common Property designated from time to time by the Owners Corporation as car spaces for parking of Vehicles by visitors to the Strata Scheme.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
- (d) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

1.7 Where any terms are not defined, they will have the same meaning those words are attributed under the Act.

1.8 Where the by-laws empower the Owners Corporation to take any action, it may or may not take such action in its reasonable discretion.

1.9 For the purpose of exercising functions under the by-laws, the Owners Corporation may act via its Building Manager, Strata Manager, Committee, employees, contractors or agents.

2. - Common Property

Damage to Lawns and Plants

2.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or

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

Damage to Buildings

2.2 An Owner or Occupier must not damage or deface, any structure that forms part of the Common Property.

2.3 By-law 17 applies to any work carried out by an Owner or Occupier which may impact the Common Property in any way.

Depositing Rubbish and Other Material

2.4 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

2.5 By-law 37 applies to the disposal of abandoned goods left on the Common Property.

3. - Cleaning

Windows and Doors

3.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

3.2 An Owner or Occupier must keep all internal gardens and balconies clean, tidy and well maintained.

3.3 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:

- (a) properly maintain the soil in the planter boxes; and
- (b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot

4. - Moving Furniture and Other Objects On or Through Buildings

4.1 For the purposes of this by-law:

- (a) "**Costs**" means all professional and trade costs/fees/disbursements incurred or associated with the matters the subject of this by-law and the Removal.
- (b) "**Direction**" means a written direction from the Owners Corporation, via the Building Manager and/or Committee and/or Strata Manager to the Owner or Occupier relating to the Removal, including the manner in which the Removal must be carried out.
- (c) "**Indemnify**" means the Owner or Occupier indemnifying the Owners Corporation in respect of the Removal or anything arising from the Removal, including, but not limited to the following:
 - i. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - ii. any sum payable by way of increased premiums; and
 - iii. any costs or damages for which the Owners Corporation is or becomes liable;
- (d) "**Notification**" means a written notice from the Owner or Occupier to the Security Guard, with a copy sent to the Owners Corporation, via the Strata Manager, setting out the Owner or Occupier's intention to carry out a Removal and which includes the following details:-
 - i. the relevant Lot(s) or apartment(s) number and the name(s) of the Owner or Occupier;
 - ii. the names of the persons who will be conducting the Removal, including the name of any company which employs the delivery personnel;
 - iii. the Removal Date;
 - iv. the Removal Hours;
 - v. details of the Substantial Items the subject of the Removal; and
 - vi. such other information the Owners Corporation deems reasonable;
- (e) "**Removal**" means the transporting of any Substantial Items:
 - i. to and/or from Lots;
 - ii. in and/or out of the building;
 - iii. through and/or on Common Property

by an Owner or Occupier, including their representative, agent, volunteer, contractor or engaged delivery personnel.

(f) "**Removal Date**" means the expected date of the Removal.

(g) "**Removal Hours**" means between the hours of 9:00AM and 5:30PM Mondays to Sundays inclusive, or such other hours and days approved in writing by the Owners Corporation.

(h) "**Removal Security Deposit**" means:

(i) The sum of \$500 or such other amount determined by the Committee from time to time in its reasonable discretion; and

(ii) to be either:

a) paid by the Owner; or

b) claimed by the Owners Corporation from the Occupier's rental bond prior to the Removal Date and held as a bond during the Removal; and

(iii) to be applied by the Owners Corporation towards the cost of:

a) rectifying any damage to any part the Common Property during the Removal;

b) cleaning any rubbish or material deposited on any part of the Common Property during the Removal; and

c) enforcing any by-law breached by the Owner or Occupier during the Removal.

(i) "**Security Guard**" means the security guard providing services to the Owners Corporation from time to time;

(j) "**Substantial Items**" means large items of furniture, white goods and electrical equipment. This does not include single items of furniture which are capable of being delivered to a Lot by one person.

4.2 The Owners Corporation permits Owners and Occupiers to carry out a Removal subject to the terms of this by-law.

4.3 At least 24 hours prior to the Removal Date, the Owner or Occupier must provide a Notification.

4.4 The Owners Corporation and the Security Guard will consider the Notification and if necessary, give the Owner or Occupier any reasonable Direction prior to the Removal Date.

4.5 The Security Guard must supervise the Removal. The Owner or Occupier is responsible for making payment for the Security Guard's services direct to the Security Guard, prior to commencement of the Removal.

4.6 The Removal must only take place between the Removal Hours.

4.7 The Removal must not take place through the foyer of the building known as McCafferys Tower.

4.8 The Removal must be carried out and completed:-

(a) with due skill and care using proper equipment;

(b) in compliance with all reasonable Directions of the Owners Corporation and Security Guard;

- (c) in a way so as to not unreasonably interfere with the enjoyment of other common property areas or access to Lots in the strata scheme by other persons;
- (d) in a way which minimises the disturbance of other Owners and Occupiers including but not limited to vibration, noise, dust and dirt;
- (e) ensuring that the security of the property is maintained throughout the Removal;
- (f) promptly and completely removing all rubbish from the property resulting from the Removal;
- (g) keeping all areas of the Building as clean and tidy as possible;
- (h) promptly repairing any damage to any part of the Building caused by the Removal; and
- (i) if the lift is used for the Removal:
 - (i) ensuring only the passenger lift is used;
 - (ii) protective covers to the passenger lift have been fitted;
 - (iii) Owner or Occupier must not prop open doors to the passenger lifts except in accordance with the Direction of the Committee;
 - (iv) Owner or Occupier must comply with the maximum weight limit for the passenger lift;
 - (v) ensuring the passenger lift is only used between the hours of 9:00AM and 12:00PM, Mondays to Fridays (inclusive); and
 - (vi) ensuring the use of the passenger lift for the Removal does not have priority over the use of the passenger lift by other Owners, Occupiers and visitors;

4.9 The Owner or Occupier is responsible for, and will bear all Costs.

4.10 In the event Lot(s) or Common Property is/are damaged because of the Removal, the Owner or Occupier will pay the Costs of rectifying the damage.

4.11 The Owners Corporation reserves the right to direct the Owner or Occupier to rectify any damage caused by the Removal and/or the breach of this by-law.

4.12 If the Owner or Occupier fails to comply with Clause 4.11 above within 1 month of a written direction from the Owners Corporation to the Owner or Occupier, then the Owners Corporation may:

- (a) enter upon any part of the Lot to carry out the work;
- (b) carry out all work necessary to perform that obligation; and
- (c) recover from the Owner or Occupier any Costs relating to their carrying out of that work, including charging those Costs to the Owner's or the Occupier's lessor's lot account as if those Costs were a contribution under the Act.

4.13 The Owner or Occupier will sign all documents and do all things necessary to facilitate the carrying out of Clause 4.12 above.

4.14 The Owner or Occupier will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Removal.

4.15 The Owner or Occupier will Indemnify and will keep indemnified the Owners Corporation.

4.16 The Owner will include a copy of this by-law in every Residential Tenancy Agreement.

Removal Security Deposit

4.17 The Owner consents that the Owners Corporation, through the Committee or Building Manager, may:

(a) require the Owner to pay a Removal Security Deposit; or

(b) claim a Removal Security Deposit from the Occupier's rental bond.

4.18 Subject to clause 4.19 below, the Removal Security Deposit will be refunded to the Owner and the Occupier at the conclusion of the Removal.

4.19 The Owners Corporation may, in its discretion, use the Removal Security Deposit to meet part or all of the costs as set out under Clause 4.1(h)(iii).

4.20 If the costs as set out under Clause 4.1(h)(iii) exceed the Removal Security Deposit, the balance paid by the Owners Corporation will be charged to the Owner's or the Occupier's lessor's lot account as if it were a contribution under the Act.

4.21 If the Costs as set out under Clause 4.1(h)(iii) are less than the Removal Security Deposit the Owners Corporation will refund the balance of the Removal Security Deposit to the Owner or the Occupier's lessor.

5. - Floor Coverings

5.1 An Owner must ensure that all floor space within the owner's Lot is covered or otherwise treated to an extent sufficient to prevent transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

5.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

5.3 Without limiting the requirements of this by-law, if an Owner wishes to install a floor finish other than carpet within a Lot, the Owner must ensure that the acoustic performance standard measured in situ for any such floor finish (including insulation) achieves a weighted standard impact sound pressure level with spectrum adaptation term of not greater than 48 dB measured in accordance with ISO 140-7 and rated to ISO 717-2.

5.4 Except where an Owner is replacing a floor finish with carpet laid over heavy duty underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request, providing that a report satisfying the requirements set out in clause 5.5 has been provided.

5.5 An application for consent by an Owner under clause 5.4 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the anticipated effect on sound transmission including impact noise following installation. The report must state that the proposed floor finish alter installation in the Lot is not likely to breach clause 5.1 and will comply with clause 5.3.

5.6 The Owner is to pay a bond to the Owners Corporation prior to the commencement of works, of an amount determined by the Committee from time to time.

5.7 Following installation in a Lot of a floor finish other than carpet, the Owner of the lot must provide the Owners Corporation with a certificate from the qualified acoustic engineer (who originated the design) at the cost of the owner of the Lot. 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 in the report required under clause 5.5. If such certificate is not provided to the Owners Corporation within one month of installation, the Owners Corporation has the right to require the new floor finish to be replaced with carpet laid over heavy duty underlay at the cost of the owner.

5.8 The Owners Corporation is not entitled to require the new floor finish to be replaced with carpet 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 new floor finish is laid for the purpose of conducting acoustic testing.

5.9 An Owner that is served with a notice from the Owners Corporation requiring the Owner to cover the floor of the Owner's Lot with carpet laid over heavy duty underlay must comply with that notice within three months of service of that notice on the Owner by the Owners Corporation.

5.10 For the avoidance of doubt, references in this by-law to any action by or in respect of the Owners Corporation include any such action by or in respect of the Committee.

6. - Garbage Disposal

6.1 This by-law is subject to the provisions of the Community Management Statement.

6.2 The Strata Scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier:

- (a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
- (b) must promptly remove any thing which the Owner or Occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

6.3 Owners and Occupiers must comply with the Resident's Handbook which may contain information about Garbage Disposal, as updated from time to time.

7. - Change in Use of Lot to be Notified

7.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in the Lot being used for Short Term Letting within the meaning of Special By-Law 19, or a hazardous activity being carried out on the Lot).

7.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

8. - Provision of Amenities or Services

8.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

8.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

9. - Community Management Statement

Effect on the Strata Scheme

9.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of Owners and Occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

Comply

9.2 An Owner or Occupier must comply with the Community Management Statement.

Breach

9.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

9.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

9.5 To the extent there is any inconsistency between the Community Management Statement and these by-laws, the Community Management Statement prevails.

10. - Architectural Standards and Landscape Standards

Who may prescribe

10.1 Under the Community Management Statement:

- (a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and
- (b) the Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

Bound

10.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

11. - Use of the McCafferys Recreational Facilities

11.1 Subject to clause 11.2, a Permitted Person may use the McCafferys Recreational Facilities.

11.2 An absentee landlord (Owners who rent their apartments and do not otherwise reside at the Building) must not use and will not be permitted access to McCafferys Recreational facilities.

Swimming Pool

11.3 The following terms and conditions apply to use of the Swimming Pool:

- (a) the Swimming Pool may only be used between the hours of 6.00 am and 10.00 pm or other hours nominated from time to time by the Owners Corporation;
- (b) children under the age of 15 years of age may use the Swimming Pool only if accompanied and supervised by an Adult.
- (c) glass objects, drinking glasses, food and sharp objects are not permitted in the Swimming Pool;
- (d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool; and
- (e) Swimming Pool equipment must not, except with the approval of the Owners Corporation, be interfered with, operated or adjusted.

Gymnasium

11.4 The following terms and conditions apply to the use of the Gymnasium:

- (a) the Gymnasium may only be used between the hours of 6.00am and 10.00pm or other hours nominated from time to time by the Owners Corporation;
- (b) children under the age of 15 years may use the Gymnasium only if accompanied and supervised by an Adult;
- (c) all users must be appropriately attired and wear shoes; and
- (d) all users must carry a towel.

11.5 A Permitted Person must comply with any rules the Community Association or the Owners Corporation as the case may be makes about use of the McCafferys Recreational Facilities.

Storage of Bicycles

11.6 An Owner or Occupier must not:

(a) permit any bicycle to be stored in the Common Property other than the Bicycle Storage Facilities; and

(b) permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

Kayak and Canoe Storage

11.7 Kayaks and Canoes belonging to Occupiers must be stored in accordance with the requirements of the Residents' Handbook. Storage is at the risk of the Occupier.

12. - Agreement with a Manager

Owners Corporation may enter

12.1 The Owners Corporation may determine to enter into an agreement with third parties to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property that the Community Association is not responsible for. The effect of this agreement is disclosed in this by-law.

Parties

12.2 The parties to the agreement will be:

(a) the Owners Corporation; and

(b) A suitably qualified contractor, experienced in the provision of building management services to strata schemes.

Term

12.3 The term of the agreement, including whether or not there is an option to extend the term, will be determined by the Owners Corporation.

Duties

12.4 The duties of the Manager may include:

(a) the maintenance and replacement of the Common Property that the Community Association is not responsible for,

(b) the control and supervision of the Common Property other that the Community Association is not responsible for;

(c) the provision of services to the Owners Corporation or the Owners and Occupiers of Lots; and

(d) anything else that the Manager indicates is necessary for the Common Property that the Community Association is not responsible for.

Conditions of Agreement

12.5 The conditions of the agreement will be determined by the Owners Corporation and will include reference to such items as remuneration, duties, assignment and termination.

13. - Behaviour of Owners, Occupiers and Invitees

13.1 An Owner, Occupier, or any invitee of an Owner or Occupier, when on common property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Owner or Occupier or to any person lawfully using common property.

13.2 An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier:

- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any person lawfully using common property, and
- (b) without limiting paragraph (a), comply with clause 13.1.

14. - Security Keys

14.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

14.2 The Owners Corporation must make Security Keys available to:

- (a) Owners;
- (b) persons authorised by the Owners Corporation; and
- (c) owners and occupiers of the Tablet House Lot.

14.3 The Security Keys provided to persons under clause 14.2(c) need only provide access to the parts of the Building which those persons are entitled to access.

14.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner of a Lot.

14.5 An Owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

14.6 A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

15. - Car Spaces

Use

15.1 On-site car parking spaces, except spaces allocated for visitors and service vehicles (i.e. the loading dock), must only be used by Owners and Occupiers of the Building. Persons who are not Owners or Occupiers are not permitted to use a car parking space

15.2 An Owner or Occupier may only use a car space attached to their Lot (if any) for the purposes of parking a Motor Vehicle and for storage of personal effects in a storage container approved in writing by the Owners Corporation. Storage of personal effects in car spaces other than in an approved storage container is prohibited.

15.3 An Owner or Occupier may not use any power point located on common property within the car parking area, regardless of whether a power point is attached to a lot, for the purpose of powering any electrical equipment on a continuing basis. Owners or Occupiers may only use these power sources for small appliances and on a short-term basis.

15.4 The Owners Corporation has the right to disconnect any power source used by an Owner or Occupier in contravention of 15.3 above.

Alterations or Fixtures

15.6 An Owner or Occupier must not attach any fixture including a door or cage or other like to a car space without the prior written consent of the Owners Corporation.

15.7 If an Owner or Occupier applies to the Owners Corporation for consent under By-law 15.6, that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Owner or Occupier.

16. - Car Wash Bay

The following terms and conditions apply to the use of the Car Wash Bays:

- (a) the Car Wash Bays may only be used between the hours of 9.00 am and 5.00 pm or other hours as nominated from time to time by the Owners Corporation;
- (b) the Car Wash Bays may only be used for the purpose of washing Motor Vehicles and boats; and
- (c) any other rules made by the Owners Corporation in relation to the use of the Car Wash Bays.

17. - Renovation Works

17.1 For the purposes of this by-law:

"Application" means a written application by an Owner to the Committee relating to their proposed Works including the following details:

- a) the type of Works to be completed, including the brand and quality of the Works;
- b) the supplier, manufacturer, installer, make, model and specifications of the Works;
- c) a detailed plan of the proposed location of the Works;
- d) evidence that the Works will not interfere with the quiet and peaceful enjoyment of other Owners;

- e) evidence that the Works will not interfere with the structural integrity of the Building;
- f) details of the contractors and/or tradesperson engaged to carry out the Works, including evidence that the contractors and/or tradespersons are properly licensed and qualified; confirmation that the contractors and/or tradespersons have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Owners Corporation;
- g) approvals from the relevant statutory/regulatory Authority, including, if necessary, council approval; and
- h) a description of what approvals, if any, may be required from the Community Association and an outline of the steps that will be taken by the Owner to obtain those approvals;
- i) any other document reasonably required by the Committee.

"Approval" means written approval from the Owners Corporation (via the Committee) to the Owner in response to their Application, with or without conditions.

"Authority" means any government, governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;

"Costs" means all professional and trade costs/fees/disbursements incurred or associated with this by-law, the Works and Remedial Works and any damage caused as a result of the Works and/or Remedial Works;

"Direction" means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

- a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
- b) any sum payable by way of increased insurance premiums; and
- c) any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

"Remedial Works" means repair, maintenance, replacement, removal and/or relocation of items installed as part of the Works or relating to the Works, and/or the Common Property affected by the Works;

"Works":

(a) means building works carried out by Owners at their Lots, so far as those works affect the adjacent common property, including but not limited to the following:-

(i) renovations to kitchens, laundries and/or bathrooms (but subject to clause 1.8.2 below);

(ii) installation of:-

- a) security screen doors;
- b) skylights;
- c) gas heating;
- d) exhaust fans;
- e) awnings;
- f) double glazed windows;

- g) air-conditioning units;
- h) storage containers in car spaces;

(iii) alterations to the layout of the plumbing and electrical system in the Lot;

(iv) any other works prescribed by the Strata Schemes Management Regulation 2016 from time to time.

(b) excludes the following works:

(i) additions to or alterations of the structure of a Lot or the structure of the Common Property, such as the removal, replacement or construction of walls. Such works require a separate by-law;

(ii) works affecting waterproofing, including complete bathroom renovations. Such works require a separate by-law;

(iii) works which change the external appearance of the Lot or the Building. Such works require a separate by-law;

(iv) installation of hard flooring (with or without underfloor heating system): by law no. 5 applies to these works.

(v) cosmetic works such as the following:

- a) installing or replacing hooks, nails, or screws for hanging paintings and other things on walls;
- b) painting;
- c) filling minor holes and cracks in internal walls;
- d) laying carpet;
- e) wall-papering;
- f) installing or replacing built-in wardrobes;
- g) installing new cabinets without penetrating Common Property wall or floor.

Owners may carry out these works without approval, but must ensure that any damage caused to the common property is repaired, and that the cosmetic works and any repairs are carried out in a competent and proper manner.

17.2 Prior to carrying out the Works, the Owner must make an Application to the Owners Corporation, via the Committee.

17.3 The Committee will consider the Application either within 14 days, or at the next Committee meeting following the receipt of the Application, and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.

17.4 The Approval will not be unreasonably withheld and may be subject to:

(a) the adoption of an additional by-law authorising the Works as required by the Act, which by-law must contain substantially similar terms to that set out in this by-law; and/or

(a) the payment of a bond in an amount determined by the Committee, in its sole discretion.

17.5 The Approval may be subject to the Owner agreeing to pay a licence fee to the Owners Corporation, or agreeing to an alteration of the unit entitlement allocated to their lot, to reflect the Owner's use of an increased area of the common property. In these circumstances, a separate by-law will usually be required.

17.6 The Approval may be made subject to the payment of a bond by the Owner prior to commencement of works. The amount and terms of payment the bond will be at the sole discretion of the Committee.

17.7 The Approval may be made subject to the Owner confirming that protective floor coverings will be installed in carpeted common property areas, including but not limited to lifts and hallways. The Owner is responsible for the cost of engaging tradespeople to install such coverings, which cost may be recovered by the Owners Corporation from the bond paid by the Owner, or added to the Owner's ledger as if it were an unpaid contribution, with all the same rights of recovery available under the Act to apply.

17.8 The Owners Corporation may engage an expert (including but not limited to a qualified engineer or building consultant) to provide advice to assist in its determination of the Application.

17.9 In relation to clause 17.8 above, if the Owners Corporation engages an expert, all associated costs, fees and disbursements will be paid by the Owner.

17.10 The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

17.11 The Works and Remedial Works must be carried out and completed:

- a) in a proper workmanlike manner and by licensed and/or accredited contractors;
- b) with due skill and care using proper materials;
- c) in compliance with all reasonable requirements of the Owners Corporation;
- d) in compliance with the Community Management Statement, the Architectural and Landscape Guidelines of both the Community Association and the Owners Corporation, and any reasonable requirements of the Community Association;
- e) (if applicable) with the consent of the Authority and in accordance with any conditions of that consent;
- f) in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
- g) in keeping with the appearance of the Building in its style, colour, materials and overall design;
- h) in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to Lots in the strata scheme by other persons;
- i) between the hours of 8:00am and 6:00pm Monday to Friday (inclusive), 9:00am and 12 noon on Saturdays, and exclusive of Sundays and public holidays;
- j) in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;
- k) ensuring that the security of the Building is maintained throughout the performance of the Works and Remedial Works;
- l) promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
- m) keeping all areas of the Building as clean and tidy as possible; and
- n) promptly repairing any damage to any part of the Building caused by the Works and/or Remedial Works;

o) ensuring that the Owners Corporation is provided with all certificates issued for the Works, including certificates issued by an Authority and certificates of inspecting experts such as engineers and certifiers.

17.12 The Owner is responsible for and will bear all Costs.

17.13 If required by the Owners Corporation, the Owner must permit the Owners Corporation's expert or contractor to access their Lot for the purpose of inspecting the Works upon completion and submitting a report to the Owners Corporation (via the Committee) confirming that the Works have been completed in compliance with the requirements of this by-law and any additional conditions of the Approval.

17.14 Where the Owners Corporation has incurred Costs on behalf of an Owner (including the costs incurred in clause 10), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

17.15 In the event Lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.

17.16 The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

17.17 If the Owner fails to comply with clause 13 above within 2 months of a Direction to the Owner, then the Owners Corporation may:

a) enter upon any part of the Lot to carry out the work;

b) carry out all work necessary to perform that obligation; and

c) recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

17.18 The Owner will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

17.19 The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or the Remedial Works.

17.20 The Owner will Indemnify and will keep Indemnified the Owners Corporation.

18. - Visitor Car Parking

18.1 An Owner or Occupier of a Lot must not park a Vehicle in Visitor Car Parking.

18.2 A Permitted Person, other than an Owner or Occupier, may park a Vehicle in Visitor Car Parking for a consecutive period of up to 24 hours.

18.3 Visitor Car Parking is only for the parking of a vehicle used by a visitor or trades person subject to the permission of an Owner or Occupier of a Lot. Visitor Car Parking is not to be used in conjunction with an Owner or Occupier's commercial enterprise or business.

19. - Residential use/Short Term Letting

19.1 For the purpose of this by-law:

"Costs" means all professional and trade costs, fees, expenses, and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law;

"Council" means City of Sydney Council, its administrators, successors, and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;

"Enforcement Costs" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of the use of a Lot in breach of this by-law, including but not limited to the following:

- (a) all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;
- (b) any sum payable by way of increased premiums; and
- (c) any costs or damages for which the Owners Corporation is or becomes liable;

"Short-Term Accommodation" means the provision of temporary accommodation on a commercial basis for a period of less than 3 consecutive months, including but not limited to:

- (a) Backpackers' accommodation;
- (b) Bed and breakfast accommodation;
- (c) Hotel or motel accommodation;
- (d) Serviced apartments;
- (e) Private hotel;
- (f) Boarding house;
- (g) Tourist or visitor accommodation; and
- (h) Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar.

"Statutory Declaration" means a statutory declaration made by an Owner or Occupier in the form required by the Committee having regard to the contents of this by-law;

"The Plan" means Sydney Local Environmental Plan 2012 as amended from time to time, including any succeeding instrument.

19.2 Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.

19.3 If the Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owners Corporation, via the Committee or Strata Manager, may:

- (a) Request that the Owner and/or Occupier provide evidence of their compliance with this bylaw, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Committee, which may include a Statutory Declaration; and/or
- (b) Notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or

(c) Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil & Administrative Tribunal for a sum of up to \$11,000.00 (as at the date of registration of this by-law and subject to change) and a costs order against the Owner for the recovery of the Owners Corporation's costs incurred in the legal proceedings; and/or

(d) Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or

(e) Refuse to provide additional Security Keys to the Owner or Occupier; and/or

(f) Deactivate the Owner or Occupier's Security Keys.

19.4 The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.

19.5 The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.

19.6 Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all associated rights of recovery under the Act.

19.7 The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.

19.8 The Owner Indemnifies and will keep Indemnified the Owners Corporation.

19.9 Conditions in the Development Consent require:

(a) that the development must be for Residential Development;

(b) all Residential Lots must be either owner occupied or occupied by a tenant under a Residential Tenancy Agreement; and

(c) a certificate signed by the Owners Corporation certifying that all Residential Lots are either Owner occupied or are subject to residential leases under the Residential Tenancies Act, 1987 must be forwarded to Council within 12 months of the completion of the Building and every 12 months thereafter.

19.10 The Owners Corporation must provide the certification required by Council as specified in by-law 19.9(c).

19.11 An Owner or Occupier of a Residential Lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in 19.9 above.

20. - Exclusive Use - McCafferys Tower Lift

20.1 The McCafferys Tower Owners and McCafferys Tower Occupiers have the exclusive use and enjoyment of the McCafferys Tower Lift.

20.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the McCafferys Tower Lift in a state of good and serviceable repair.

20.3 The McCafferys Tower Owners are responsible for the costs incurred under by-law 20.2 (including any amount under by-law 20.4) for the McCafferys Tower Lift and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

20.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

21. - Exclusive Use - McCafferys Tower Air Conditioning Plant

21.1 The McCafferys Tower Owners and the McCafferys Tower Occupiers have the exclusive use and enjoyment of the McCafferys Tower Air Conditioning Plant.

21.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the McCafferys Tower Air Conditioning Plant in a state of good and serviceable repair.

21.3 The McCafferys Tower Owners are responsible for the costs incurred under by-law 21.2 (including any amount under by-law 21.4) for the McCafferys Tower Air Conditioning Plant and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

21.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

22. - Exclusive Use - Johns Court Lift

22.1 The Johns Court Owners and Johns Court Occupiers have the exclusive use and enjoyment of the Johns Court Lift

22.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Johns Court Tower Lift in a state of good and serviceable repair.

22.3 The Johns Court Tower Owners are responsible for the costs incurred under by-law 22.2 (including any amount under by-law 22.4) for the Johns Court Lift and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

22.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

23. - Exclusive Use - Johns Court Air Conditioning Plant

23.1 The Johns Court Owners and the Johns Court Occupiers have the exclusive use and enjoyment of the Johns Court Air Conditioning Plant.

23.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Johns Court Air Conditioning Plant in a state of good and serviceable repair.

23.3 The Johns Court Owners are responsible for the costs incurred under by-law 23.2 (including any amount under by-law 23.4) for the Johns Court Air Conditioning Plant and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

23.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

24. - Exclusive Use - Clifftop Air Conditioning Plant

24.1 The Clifftop Owners and the Clifftop Occupiers have the exclusive use and enjoyment of the Clifftop Air Conditioning Plant.

24.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Clifftop Air Conditioning Plant in a state of good and serviceable repair.

24.3 The Clifftop Owners are responsible for the costs incurred under by-law 24.2 (including any amount under bylaw 24.4) for the Clifftop Air Conditioning Plant and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

24.4 The Owners Corporation may make arrangements with third parties about performing its obligations under this by-law.

25. - Appearance of lot

25.1 An Owner or Occupier must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

25.2 An Owner or Occupier must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

25.3 An Owner or Occupier must not erect advertising, flags or other signs on common property or within the Building in a way that can be viewed outside the Building except with the consent of the Owners Corporation. This restriction applies to materials advertising that a Lot is for sale or for lease.

26. - Children playing on common property

26.1 Any child under the age of 12 years for whom an Owner or Occupier is responsible may only use a common area while under the supervision of an Adult.

26.2 An Owner or Occupier must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an Adult exercising effective control, to be or remain on common property that is a car parking area or other area of possible danger or hazard to children including but not limited to the gymnasium, swimming pool, spa, or sauna.

27. - Noise

An Owner or Occupier, or any invitee of an Owner or Occupier, must not create any noise on a Lot or the common property likely to interfere with the peaceful enjoyment of another Owner or Occupier or of any person lawfully using common property.

28. - Lot access by owners corporation

28.1 The Owners Corporation may, by its agents, employees or contractors, enter on any part of any Lot for the purpose of carrying out the following work:

(a) work required or authorised to be carried out by the Owners Corporation in accordance with the Act;

(b) work required to be carried out by the Owners Corporation by a notice given to it by a public authority;

(c) work required or authorised to be carried out by the Owners Corporation by an order under the Act.

28.2 The Owners Corporation may, by its agents, employees or contractors, enter on any part of a Lot parcel for the purpose of determining whether any work is required to be carried out by the Owners Corporation in accordance with the Act.

28.3 In an emergency, the Owners Corporation may enter any part of a Lot for those purposes at any time.

28.4 In a case that is not an emergency, the Owners Corporation may enter any part of a Lot for those purposes with the consent of any Occupier of the Lot or, if the Occupier does not consent, in accordance with an order of the Tribunal.

28.5 A person must not obstruct or hinder an Owners Corporation in the exercise of its functions under this by-law.

28.6 An Owners Corporation may enter into an agreement with an Owner or Occupier to enter a Lot for the provision of amenities or services to the Lot or to the Owner or Occupier including but not limited to the installation, maintenance and/or inspection of:

- (a) Window safety devices
- (b) Work to rectify certain defects
- (c) Work required by public authority
- (d) Work required to be carried out under term or condition of by-law
- (e) Work that is duty of Owner or Occupier to carry out
- (f) Fire safety equipment.

29. - Keeping of Animals

29.1 The Occupier must write to the Committee to obtain approval before bringing, or permitting an invitee to bring, an animal onto the Lot or the common property.

29.2 There is a limit of 1 animal per Lot and approval is at the discretion of the Committee.

29.3 Assistance animals, as referred to in section 9 of the Disability Discrimination Act 1992 (Cth) to be used by an Owner or Occupier as an assistance animal, are permitted.

29.4 Owners or Occupiers wishing to keep an assistance animal must produce evidence to the Owners Corporation that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 (Cth).

29.5 Use of the common property:

(a) if the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(b) An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under sub rule (a) must remove that animal.

(c) In respect to the McCafferys Tower Building in particular, all animals must exclusively enter and exit the property via the B1 lift level. Animals are not permitted to enter and exit via the Ground level foyer.

29.6 The applicant must abide by any other rules stipulated by the Committee once approval has been granted.

29.7 The following dogs are not permitted in the Building:

- (a) Pit Bull terrier;
- (b) American Pit Bull terrier;
- (c) Dogo argentino;
- (d) Fila Breazileiro;
- (e) Japanese Tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth Government.

30. - The Cadigal Meeting Room

30.1 The Cadigal Meeting Room may be used by Occupiers in accordance with the requirements of the Residents' Handbook.

30.2 The Cadigal Meeting Room is available for use between 8.00am and 10.00pm and bookings must be made with the Building Manager.

30.3 Use of the Cadigal Meeting Room is conditional upon adherence to the room's terms of use.

30.4 The cost of rectifying any damage to the room, its fittings, equipment or furniture will be charged to the Owner of the Lot responsible and may be placed on the Owner ledger as if it were a contribution under the Act, with all the same rights of recovery to apply.

31. - Proxy Limits

31.1 The provisions of the Act apply so as to limit the number of proxies that may be held by one person at a general meeting of the Owners Corporation to seven (7).

31.2 Owners appointing a proxy must do so using the proxy form attached to the notice of meeting.

31.3 Owners appointing a proxy must complete that section of the proxy form which requires the Owner to nominate an alternate proxy.

31.4 Proxy forms must be returned to the Owners Corporation's strata manager at least 24 hours before the first general meeting at which the proxy is to be used.

31.5 The strata manager and/or secretary will consider the proxy forms and ensure that no one person is holding in excess of 7 proxies for the upcoming meeting.

31.6 If an Owner's first nominated proxy cannot accept the appointment as proxy because they already hold 7 proxies, the strata manager or secretary will inform the alternate proxy of their appointment.

31.7 If an Owner's alternate nominated proxy cannot accept the appointment as proxy because they already hold 7 proxies, the strata manager or secretary will inform the Owner. If there is still time for the Owner to submit a fresh proxy form 24 hours before the commencement of the meeting, the Owner may do so.

31.8 The secretary has the sole discretion to allocate proxies to nominated proxy holders in the order in which the proxy forms are received by the Owners Corporation.

32. - Unpaid Levies

32.1 If a levy is not paid when it falls due, it bears until paid simple interest at an annual rate of 10% or, if the Strata Schemes Management Regulation provides for another rate, that other rate.

32.2 Interest is not payable if the levy is paid not later than one month after it becomes due and payable.

32.3 The Owners Corporation may by resolution determine (either generally or in a particular case) that a levy is to bear no interest.

32.4 The Owners Corporation may keep a record of unpaid levies, interest accrued and the expenses incurred attempting to recover the amounts due, on the owner ledger for the Lot concerned.

32.5 The Owners Corporation may apply to either the Tribunal or a court for an order that an Owner pay any amounts unpaid at the end of 1 month after they become due and payable, together with any interest and the reasonable expenses of the Owners Corporation incurred in attempting to recover those amounts.

32.6 The Owners Corporation will not take action to recover an amount under this by-law unless it has given the person against whom the action is to be taken at least 21 days notice of the action.

32.7 To assist it in the recovery of unpaid amounts, the Owners Corporation may engage and instruct lawyers or other debt recovery professionals from time to time.

33. - Insurance Excess

33.1 For the purposes of this by-law, "Approval" means the written approval of the Owners Corporation, given to the Owner, with or without conditions.

33.2 An Owner must not, without Approval, do or permit anything which may invalidate, suspend or breach any insurance policy effected by the Owners Corporation, or increase the premium or excess payable on any such policy.

33.3 If the Owners Corporation gives an Owner Approval, it may impose conditions that include but may not be limited to the following:

(a) the Owner must reimburse the Owners Corporation for any increased premiums; or

(b) in the event that the Owner makes an insurance claim upon the Owners Corporation's insurance in respect of any thing or action the subject of the Approval, the Owner is responsible for any applicable excess.

33.4 Where the Owners Corporation's insurer has indemnified the Owners Corporation in respect of an Owner's improvement, fixture or fitting (which is not otherwise common property), and an Owner has received the benefit of that indemnification, the Owners Corporation may recover from that Owner:-

(a) any increase in premium arising from that successful claim; and

(b) the excess applicable to that successful claim.

33.5 The Owners Corporation may recover amounts from Owners under this by-law by charging those amounts to the Owner's Lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

33.6 Notwithstanding any provision in this by-law, an Owner must notify the Owners Corporation (via the Committee or Strata Manager) of anything that may invalidate, suspend or breach any insurance policy effected by the Owners Corporation, or increase the premium or excess payable on any such policy.

34. - Parking on Common Property

34.1 For the purpose of this by-law:

“**Costs**” means all professional and trade costs/fees/disbursements/expenses incurred or associated with this by-law and any action taken by the Owners Corporation under this by-law;

“**Removal Notice**” means a notice which:-

- a. is in writing;
- b. that is at least the size of an A4 piece of paper;
- c. is displayed prominently on the Motor Vehicle in a manner that is visible and draws the attention of the driver of the Motor Vehicle;
- d. is placed in a position or is in a material so that contents of the notice are not likely to be detrimentally affected by weather;
- e. describes the Motor Vehicle and specifies the registration number of the Motor Vehicle;
- f. states the date and time the notice was issued;
- g. states that the driver of the Motor Vehicle is in breach of Special By-Law 3;
- h. states that if the driver fails to move the Motor Vehicle from the Common Property or so that it no longer obstructs Common Property within the time stipulated in the notice (being not earlier than 5 days after the notice was displayed on the Motor Vehicle) the Motor Vehicle will be removed;
- i. contains contact details for the Owners Corporation (via a member of the Committee or the Building Manager or a delegate of the Owners Corporation).

“**Towing**” means pulling, towing, carrying or lifting a Motor Vehicle by any person or company that carries on the business of towing motor vehicles.

“**Visitor**” means the invitee, contractor, removalist, tradesperson or serviceperson of an Owner or the Owners Corporation.

34.2 Subject to clauses 34.3 and 34.4 below, an Owner or Occupier must not park or stand any Motor Vehicle or allow a Motor Vehicle to remain stationary on Common Property.

34.3 A Motor Vehicle may park or stand on Common Property only for the duration of unloading tools, materials and supplies from the Motor Vehicle if the person in charge of the Motor Vehicle is a tradesperson or a serviceperson of an Owner or Occupier.

34.4 A Motor Vehicle may park or stand on Common Property only for the duration of unloading and loading of articles from the Motor Vehicle to a Lot if the person in charge of the Motor Vehicle is a removalist instructed by an Owner or Occupier.

34.5 If the person in charge of a Motor Vehicle is a tradesperson or a serviceperson of the Owners Corporation, the said person may park or stand the Motor Vehicle in the car space designated for that purpose by the Owners Corporation without restriction.

34.6 In the event that a Motor Vehicle is obstructing the lawful use of Common Property or a Lot by any person, the responsible Owner or Occupier must direct the person in charge of the Motor Vehicle to move the Motor Vehicle to a more suitable location on a temporary basis.

34.7 An Owner or Occupier has a duty to inform his or her Visitors of the terms of this by-law, ensure that their Visitors comply with the terms of this by-law and direct their Visitors to leave the Building immediately if they do not comply with these by-laws.

34.8 If a person is in breach of this by-law, the Owners Corporation may issue a Removal Notice.

34.9 In the event that the requirements of the Removal Notice are not complied with within the period specified in the Removal Notice, the Owners Corporation is empowered under both this by-law and the Act to engage the services of such security, trade or other personnel as are appropriate to attend to the Towing of the Motor Vehicle to another place on Common Property or to the nearest place to which the Motor Vehicle may be lawfully moved or moved so that the Motor Vehicle no longer blocks an exit or entrance or otherwise obstructs the use of Common Property.

34.10 For the purpose of removing or moving the Motor Vehicle under clause 11 above, the Owners Corporation is taken to be the owner of the Motor Vehicle.

34.11 Nothing in this by-law operates to restrict or prevent the Owners Corporation from taking any other actions permitted by law to deal with or dispose of the Motor Vehicle.

34.12 An Owner or Occupier in breach of this by-law, including an Owner or Occupier who fails to comply with a Removal Notice, is responsible for all Costs. The Owners Corporation may recover all Costs from the Owner, including charging the Costs to the Owner's Lot account/Owner ledger as if those Costs were a contribution under the Act.

34.13 This by-law does not alter or remove and is without prejudice to any rights the Owners Corporation otherwise has under the Act.

34.14 The Owners Corporation may exercise its statutory right to seek recovery of all Costs incurred by the Owners Corporation from the person (who is not an Owner or Occupier) in breach of this by-law.

34.15 The Owners Corporation (via the Committee) may make rules about the control, management, operation, use and enjoyment of the Common Property for the purpose of enforcing this by-law and regulating parking at the Building. The rules must be consistent with the terms of this by-law.

35. - Occupancy Limitation

35.1 For the purpose of this by-law:

"Bedroom" means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a Planning Approval.

"Costs" means all professional and trade costs/fees/disbursements/expenses incurred or associated with any damage caused to property or injury to person sustained as a result of a breach of this by-law and includes Enforcement Costs;

"Enforcement Costs" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation engaging professional services including legal and/or strata management services;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of their breach, or their Occupiers' breach, of this by-law, which includes but is not limited to the following:

- (a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
- (b) any sum payable by way of increased premiums; and
- (c) any costs, penalties/fines or damages for which the Owners Corporation is or becomes liable;

"Maximum Number" means:

- (a) in the case of a Lot with one Bedroom: up to two;
- (b) in the case of a Lot with two Bedrooms: up to four;
- (c) in the case of a Lot with three Bedrooms: up to six.

"Planning Approval" means a development consent within the meaning of the Environmental Planning and Assessment Act 1979; or

"Related to" has the meaning it is given by clause 36 of the Strata Schemes Management Regulation 2016, as amended from time to time;

35.2 Owners and Occupiers are responsible for ensuring that the number of Adults who reside at their Lot does not exceed the Maximum Number.

35.3 If the Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot in breach of this by-law, the Owners Corporation, via the Committee or strata manager, may:

- (a) request that the Owner and/or Occupier provide evidence of their compliance with this by-law. Such evidence must meet the reasonable requirements of the Committee; and/or
- (b) exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or
- (c) enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or
- (d) refuse to provide additional Security Keys to an Owner or Occupier; and/or
- (e) de-activate an Owner or Occupier's Security Keys.

35.4 An Owner or Occupier is responsible for and will bear all Costs.

35.5 Where the Owners Corporation has incurred Costs on behalf of an Owner or Occupier, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's Lot account/Owner ledger as if they were a contribution under the Act, with all the same rights of recovery to apply.

35.6 In the event Lot(s) or common property is/are damaged as a result of an Owner or Occupier's breach of this by-law, the responsible Owner or Occupier must pay the costs of rectifying the damage.

35.7 Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

35.8 Owners must include a copy of this by-law in every Residential Tenancy Agreement.

35.9 If an Occupier commits a breach of this by-law, the Owner must take immediate steps to terminate the Residential Tenancy Agreement.

35.10 Owners will Indemnify and will keep Indemnified the Owners Corporation.

36. - Window Safety Devices

36.1 For the purposes of this by-law:

"Costs" means all professional and trade costs/fees/disbursements;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Remedial Works or anything arising from the Remedial Works, including, but not limited to the following:

(a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

(b) any sum payable by way of increased premiums; and

(c) any costs or damages for which the Owners Corporation is or becomes liable;

"Notice" means a written notice from an Owner or Occupier to the Owners Corporation via its Strata Manager informing the Owners Corporation of the need for Remedial Works at their Lot, including a written description and photographic evidence of the condition of the Window Safety Device as at the date of the Notice;

"Penalty" means the penalty or fine under section 118(1) of the Act;

"Remedial Works" means repair, maintenance, removal or replacement of the Window Safety Device and any other items installed as part of the Works, and/or Common Property affected by the Works;

"Window" means the following:

(a) a Common Property window in a Lot that can be opened; and

(b) the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and

(c) that internal floor is 2m or more above the external surface of the ground below the window.

[An illustration of this definition is attached to this by-law and marked with the letter 'A']

"Window Safety Device" means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram-force):

a. a child safety device that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm; and

b. the device is robust and childproof; and

c. excludes ordinary flyscreens.

"Works" means the installation or affixing of a Window Safety Device on a Window in accordance with the Office of Fair Trading Window Safety Device Requirements Fact Sheet attached to this by-law and marked with the letter 'B'.

Works

36.2 The Owners Corporation is responsible for carrying out the Works at a Lot and will pay the Costs of carrying out the Works.

Remedial Works

36.3 Subject to clauses 4 and 5 below, the Owners Corporation is responsible for Remedial Works at a Lot and will pay the Cost of carrying out Remedial Works.

36.4 An Owner or Occupier of a Lot is responsible for determining if/when Remedial Works are required and must give Notice.

36.5 The Owners Corporation will make the final determination on whether or not Remedial Works are required and such determination will be at its sole discretion.

Access

36.6 An Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works, Remedial Works or determining if the Works or Remedial Works are required to be carried out at a Lot.

36.7 In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed day and time due to any action or inaction of the Owner or Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.

Acknowledgement

36.8 Upon completion of the Works and the Remedial Works at a Lot, the Owner or Occupier of that Lot must sign a written acknowledgement form provided by the Owners Corporation for the purpose of confirming that Works or Remedial Works have been carried out at the Lot.

36.9 Prior to providing the written acknowledgement form as referred to in clause 10 above, the Owners Corporation may request an Occupier to provide a copy of their Residential Tenancy Agreement and proof of identity, such as a driver's licence or passport, as evidence that they are the tenant(s) identified in the Residential Tenancy Agreement.

Cost

36.10 Subject to clauses 2 and 3, where the Owners Corporation has incurred Costs on behalf of an Owner (including Costs referred to in clause 7), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's Lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

36.11 If the Owners Corporation receives a Penalty due to the action or inaction of an Owner or Occupier (including a Penalty issued due to an Owner or Occupier's breach of clause 4), the Owner of the Lot to which the Penalty relates is responsible for the Penalty in full and any Costs associated with the Penalty.

36.12 In the event the Owner responsible for the Penalty does not reimburse the Penalty and Costs to the Owners Corporation within 28 days of receiving written notice of the charges from the Owners Corporation, the Owners Corporation may charge the amount to the Owner's Lot account/Owner ledger, as if it were a contribution under Act, with all associated rights of recovery under the Act.

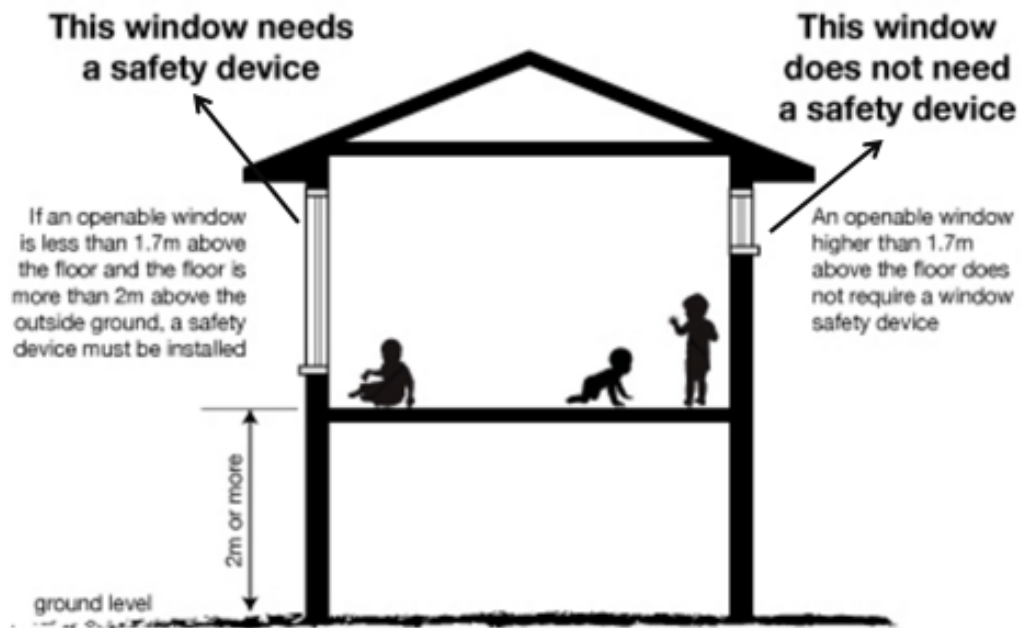
General obligations

36.13 Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

36.14 Owners and Occupiers will not claim upon the Owners Corporation's insurance in respect of anything arising out of their use of the Window Safety Device.

36.15 The Owner will Indemnify and will keep indemnified the Owners Corporation.

ANNEXURE 'A'





Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the locks are engaged, children will be protected.

Did you know? Similar laws in New York resulted in a 96 per cent decrease in hospitalisations due to falls from windows.

Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at www.kidshealth.schn.health.nsw.gov.au. Information is provided in 11 languages.

Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

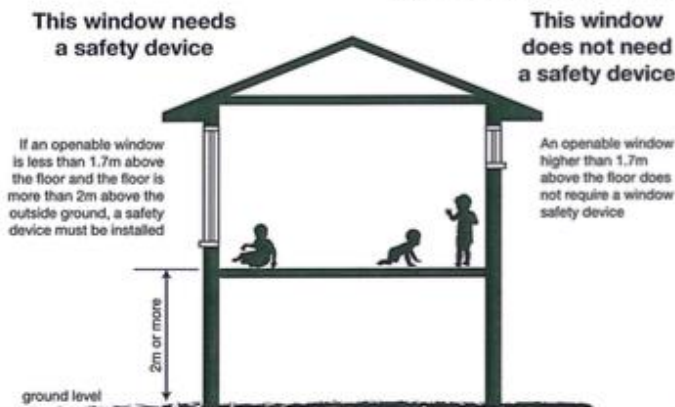
The details are explained in the Strata Schemes Management Regulation 2010.

When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, letting the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



www.fairtrading.nsw.gov.au



Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the apartment, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

Where can I get more information?

If you are a **tenant**, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a **landlord**, go to the Alteration requests from your tenant page for more information.

If you own a **strata unit**, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, please refer to the *Strata Schemes Management Act 1996* No 138 or call us on 13 32 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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www.fairtrading.nsw.gov.au



37. - Disposal of Abandoned Goods on Common Property

37.1 For the purpose of this by-law:

"Disposal Notice" means a notice which:-

- (a) is in writing;
- (b) is at least the size of an A4 piece of paper;
- (c) is placed in a position or is in a material so that contents of the notice are not likely to be detrimentally affected by weather;
- (d) describes the goods;
- (e) states the date and time the notice was issued;
- (f) advises that the disposal is in breach of Special By-Law 4;
- (g) states that if the goods are not removed from the Common Property within the time stipulated in the notice (being not earlier than 5 days after the notice was placed on the goods), the Owners Corporation may dispose of the goods; and
- (h) contains contact details for the Owners Corporation (via a member of the Committee or the Building Manager or a delegate of the Owners Corporation).

"Record" means a record which contains the following details:

- (a) a description of the goods;
- (b) the date of the sale;
- (c) the name and address of the purchaser;
- (d) if sold by auction, the address of the principal place of business of the auctioneer.

37.2 An Owner or Occupier must not store, place or otherwise deposit anything (whether or not personal property and whether or not belonging to the Owner) on the Common Property, except:

- (a) With the written consent of the Committee; or
- (b) in areas provided for garbage disposal, and then only in accordance with By-Law 6 – Garbage Disposal.

37.3 If goods are so placed on Common Property in a manner that they block an entrance or exit, the Owners Corporation may immediately move the goods to another place on the Common Property.

37.4 The Owners Corporation may immediately dispose of perishable goods or rubbish left on Common Property without first issuing a Disposal Notice.

37.5 With respect to goods not covered by clause 4 above, the Owners Corporation may issue a Disposal Notice.

37.6 In the event the Disposal Notice is not complied with within the period specified in the Disposal Notice, the Owners Corporation is empowered under this by-law and the Act to dispose of the goods by selling them or in any other lawful manner. For that purpose the Owners Corporation is taken to be the owner of the goods.

37.7 The proceeds of a sale of goods under clause 6 above will be paid to the administrative fund of the Owners Corporation.

37.8 The Owners Corporation must make a Record of goods sold under this by-law and keep the record for a period of not less than 12 months after the disposal.

37.9 An Owner in breach of this by-law, including an Owner who fails to comply with a Disposal Notice, is responsible for all Costs. The Owners Corporation may recover all Costs from the Owner, including charging the Costs to the Owner's Lot account/Owner ledger as if those Costs were a contribution under the Act.

38. - Smoking on the Premises

38.1 For the purposes of this by-law:

(a) "smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product including electronic smoking devices that is intended to be smoked and is ignited;

(b) "the property" means all Lots and the common property of the strata scheme;

(c) an owner of a Lot, and a director or shareholder of a corporate owner shall be an occupier of that Lot if he or she resides in the Lot.

38.2 An owner or occupier of a Lot must not smoke, or allow anyone else to smoke, within the property.

38.3 If a person, not being an owner or occupier of a Lot, smokes in the property the occupier of the Lot breaches this by-law unless:

(a) the occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the property; or

(b) upon becoming aware that the person was smoking in the property, the owner or occupier asked the person smoking to cease smoking immediately or to leave the property immediately, and the person did so.

38.4 If a person, not being the owner or occupier of a Lot, smokes in the common property, the person, being an owner or occupier of a Lot, who invited that person into the common property or with whose permission the person remains on the common property breaches the by-law unless:

(a) he or she did not know, or could not reasonably be expected to have known, that the person was smoking in the property; or

(b) upon becoming aware that the person was smoking in the common property the owner or occupier asked the person smoking to leave the property immediately, and the person did so.

Special by law no. 1 - Alteration to Part Lot 72 Car Park Space

That the current owner of Lot 72 Mark Reilly ("The Owner") shall be entitled to carry out the alterations and additions ("The Work") to the Lot as described in the schedule below and to the extent necessary - the Owners Corporation confers on the owner the exclusive use and enjoyment of those parts of the common property which is comprised in the work and any additions comprised in the work which will become common property subject to the following conditions:-

(a) the owner shall be responsible for the maintenance, upkeep and - whenever necessary - renewal or replacement of those parts of the common property the subject of this by-law;

(b) the work shall be carried out in accordance with any recommendations made by a representative of Bovis Lend Lease to ensure that the work is in keeping with the appearance of the rest of the storage spaces.

(c) the common property of the Strata Scheme including (but without limitation) the entranceways, hallways and other such areas shall be left in a clean and tidy condition at the end of each day and shall at all times be adequately protected against any damage which may be caused by the passage of goods, materials, tools and tradesmen;

(d) the owner shall ensure that the security of the building comprising the Strata Scheme is maintained throughout the performance of the work and that the front entrance door is not left open unless a suitably responsible person is in attendance at the entrance;

(e) the owner shall at his expense rectify all damage of whatsoever nature caused to any part of the common property in consequence of the performance of the work or in connection therewith;

(f) the work shall be of a style, construction, colour and texture in harmony with the appearance of the building comprised in the Strata Scheme and in particular;

(i) the construction of the cage must be in keeping with existing structures;

(ii) the cage door must be flush with the existing structural columns;

(iii) provide for the same clearance from the ceiling as the existing cage structure upon Lot 72

(g) the rights granted by this by law shall ensure only during the ownership of Lot 72 by owner. Prior to the sale or transfer of Lot 72 by the owner (or his executors or administrators) the work must be removed and the common property reinstated by the owner to its former state and condition and the exclusive use conferred under this by-law will end.

(h) if the work has not been removed and the common property reinstated in accordance with paragraph (h) of this by law prior to the sale of Lot 72 then the work must be removed and the common property reinstated by the successor in title to the owner at that successor's expense to its former state and condition.

and

the owner (and if the owner has not been removed and the common property reinstated - then a successor in title) shall at all times keep the Owners Corporation fully indemnified in respect of any damage, losses, liabilities, costs, charges and expenses whatsoever arising from the performance or removal of the work.

Schedule

The enclosure by wire cage and cage doors and the exclusive use of that part of the common property adjacent to the storeroom forming part of Lot 72 in the location upon the plan which has been exhibited to the meeting at which this by law is resolved and which have been placed with the minutes.

Special by-law no. 2 - 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.

Special by-law no. 3 - Power to install additional security system

A Definitions:

i) In this by-law:

"**Owners**" means an owner or occupier of a Lot in strata scheme 69581.

"**Additional Security System**" means security cameras and equipment (including all cabling, monitors and ancillary equipment) in addition to the Existing Security System and installed in so much of the common property as is necessary (including all ancillary structures) to provide security for all Owners as depicted on the plans and drawings attached to the minutes of the meeting at which this by law is made.

"**Existing Security System**" means security cameras and equipment (including all cabling, monitors and ancillary equipment) installed in the common property to provide security for all Owners as at the date of the making of this by-law.

ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

B Powers & Duties

iii) The Owners Corporation shall have the following additional powers, authorities, duties and functions:

- a) the power to install the Additional Security System in the common property;
- b) the power to enter into arrangements with third parties from time to time for the purchase, installation, repair and replacement of the Additional Security System (or any part of it);
- c) the duty to keep the Additional Security System installed pursuant to this by-law in good and serviceable repair;
- d) the power to replace the Additional Security System (or any part of it) from time to time as determined by the Owners Corporation;
- e) the power to provide Owners, on terms and conditions determined by the Owners Corporation from time to time, any devices or information required to operate the Additional Security System; and
- f) the power to enter onto any part of the parcel to carry out its duties and functions under this by-law.

Special by-law no. 4 - Lots 98 and 107 – windscreen works on balconies

Rights

The Owner will have a special privilege to carry out the Windscreen Works and to keep the Windscreen Works to and on the common property, subject to the following conditions.*

Conditions

1. Before commencing the Windscreen Works, the relevant Owner must provide the Required Documents, obtain Approval and Insure.
2. While carrying out the Windscreen Works, the relevant Owner must comply with the Works Requirements

3. After completing the Windscreen Works, the relevant Owner must Submit, Certify and maintain.

4. At all times, the Owner must Indemnify and accept Liability and acknowledge that if the relevant Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may take steps to Remedy.

* See explanatory notes

Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same meaning as those words are attributed under that Act.

In this by-law, except when the context otherwise requires:

- (a) the singular includes the plural and vice versa.
- (b) words implying any gender encompass all genders. And
- (c) references to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.

Owners means the registered owners of Lot 98 and Lot 107 in the strata scheme.

Windscreens Works means the additions and alterations undertaken by the Owners (at the relevant Owners' cost and to remain the Owners' fixtures) to Lot 98 and Lot 107 respectively and that part of the common property (including all ancillary structures} affected by the work as described in, and in accordance with:

- Drawing No. SK1.000, SK1.001, SK1.002, SK2.001, SK2.002 and SK 2.003 prepared by Daryl Jackson Robin Dyke Pty Ltd dated 28 June 2004;
- letter from Daryl Jackson Robin Dyke Ply Lid dated 20 July 2004; and
- letter from Windtech Consultants Ply Ltd dated 20 February 2004.

Copies of which are attached to the minutes of the meeting at which this by-law is made.

Condition 1 – Before commencing Windscreen Works

Required Documents means the plans, drawings, diagrams, approvals and any other documents reasonably required by the Owners Corporation and relevant to the Windscreen Works which the Owner must submit to the Owners Corporation.

Approval means approvals the Owner must obtain for the Windscreen Works from all relevant statutory authorities and an engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation).

Insure means the Owner must ensure that any party carrying out the Windscreen Works effects and maintains contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.

Condition 2 – While carrying out Windscreen Works

Works Requirements means the following requirements (and any other requirements determined by the Owners Corporation with respect to carrying out the Windscreen Works from time to time) which the owner must comply with (at their cost) when carrying out the windscreen works.

The Owner must:

- transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation,
- protect all affected areas of the building outside their Lots from damage by the Windscreen Works or the transportation of construction materials, equipment, debris,
- keep all affected areas of the building outside their Lots clean and tidy throughout the performance of the Windscreen Works
- only perform the Windscreen Works at the times approved by the Owners Corporation,
- not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building,
- remove all debris resulting from the Windscreen Works immediately from the building, and
- comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Windscreen Works.

The Owner must also ensure that the Windscreen Works are carried out:

- in a proper and workmanlike manner and by duly licensed and insured contractors; and
- in accordance with the drawings and specifications approved by the local council (if applicable) and the Owners Corporation.

Condition 3 – After carrying out Windscreen Works

Submit means the Owner must submit Windscreen Works (including but not limited to Windscreen Works) relating to the completed Windscreen Works reasonably required by the Owners Corporation to be provided to the Owners Corporation by the Owner after completing the Windscreen Works.

Certify means the Owner must obtain certification for the Windscreen Works from the engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation).

Maintain means the Owner must properly maintain and keep the Windscreen Works and common property to which the Windscreen Works are erected or attached in a state of good and serviceable repair and/or replace the Windscreen Works or any part of them if considered necessary by the Owners Corporation.

Condition 4 – At all times

Indemnify means the relevant Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Windscreen Works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the Windscreen Works incurred by the Owners Corporation (including legal costs) and will pay those amounts to the Owners Corporation upon request.

Liability means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Windscreen Works to the common property and the responsibility to make good that damage immediately after it has occurred.

Remedy means the Owners Corporation's right to:

- carry out all work necessary to perform that obligation,
- enter upon any part of the parcel to carry out that work, and
- recover the costs of carrying out that work from the relevant Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special by law no. 5 - Alteration to part lot 43 storage cage

That the current owner of Lot 43 Peter & Helen Devoy ("The Owner") shall be entitled to carry out the alterations and additions ("The Work") to the Lot as described in the schedule below and to the extent necessary – the Owners Corporation confers on the owner the exclusive use and enjoyment of those parts of the common property which is comprised in the work and any additions comprised in the work which will become common property subject to the following conditions:-

- (a) the owner shall be responsible for the maintenance, upkeep and – whenever necessary – renewal or replacement of those parts of the common property the subject of this by-law;
- (b) the work shall be carried out in accordance with any recommendations made by a representative of Bovis Lend Lease to ensure that the work is in keeping with the appearance of the rest of the storage spaces.
- (c) the common property of the Strata Scheme including (but without limitation) the entranceways, hallways and other such areas shall be left in a clean and tidy condition at the end of each day and shall at all times be adequately protected against any damage which may be caused by the passage of goods, materials, tools and tradesmen;
- (d) the owner shall ensure that the security of the building comprising the Strata Scheme is maintained throughout the performance of the work and that the front entrance door is not left open unless a suitably responsible person is in attendance at the entrance;
- (e) the owner shall at his expense rectify all damage of whatsoever nature caused to any part of the common property in consequence of the performance of the work or in connection therewith;
- (f) the work shall be of a style, construction, colour and texture in harmony with the appearance of the building comprised in the Strata Scheme and in particular,
 - (i) the construction of the cage must be in keeping with existing structures;
 - (ii) the cage door must be within the common area between the cage at Lot 43 and the cage at Lot 40 and in no way can obstruct the movement between cage Lot 40 or any other adjacent cage Lot.
 - (iii) provide for the same clearance from the ceiling as the existing cage structure upon Lot 43.

(g) the rights granted by this by law shall ensure only during the ownership of Lot 43 by the owner. Prior to the sale or transfer of Lot 43 by the owner (or his executors or administrators) the work must be removed and the common property reinstated by the owner to its former state and condition and the exclusive use conferred under this by-law will end.

(h) if the work has not been removed and the common property reinstated in accordance with paragraph (g) of this by law prior to the sale of Lot 43 then the work must be removed and the common property reinstated by the successor in title to the owner at that successor's expense to its former state and condition

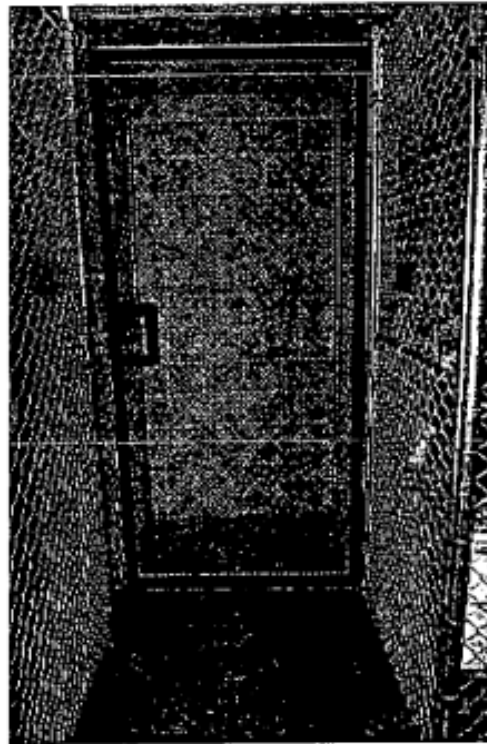
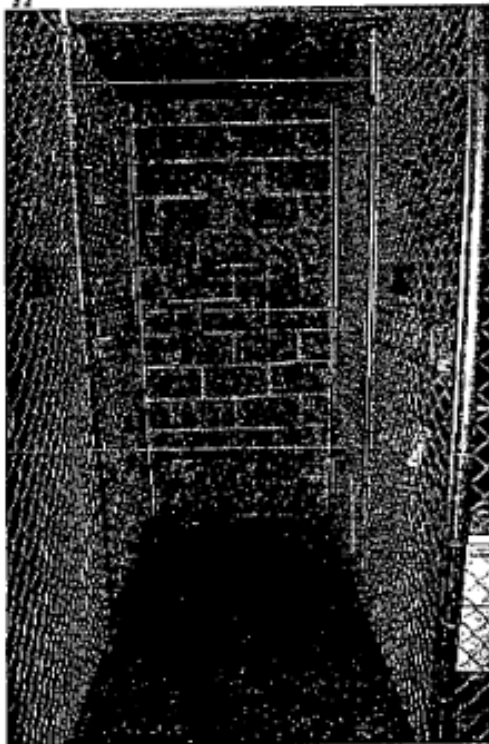
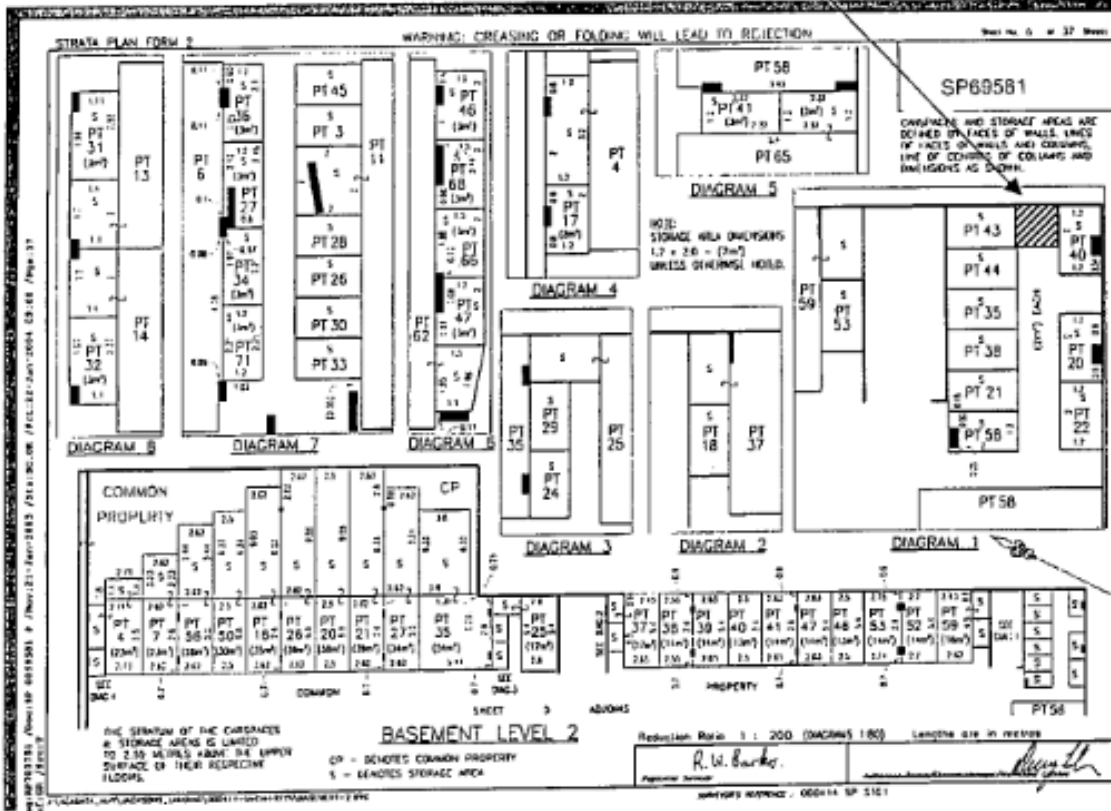
and the owner (and if the owner has not been removed and the common property reinstated – then a successor in title) shall at all times keep the Owners Corporation fully indemnified in respect of any damage losses liabilities costs charges and expenses whatsoever arising from the performance or removal of the work.

Schedule

The enclosure by wire cage and cage door and the exclusive use of that part of the common property adjacent to the storeroom forming part of Lot 43 in the location upon the plan which has been exhibited to the meeting at which this by law is resolved and which have been placed with the minutes (Annexure Referring to Exclusive Use By Law Lot 43). (motion put by Mr Devoy Lot 43)

Annexure Referring to Exclusive Use By Law

Area of Proposed Exclusive Use



Special by-law no. 6 - Key safe

6.1 Subject to the provisions of this by-law, each Lot owner may install a key safe within the common property garbage room located on the same level as the Lot concerned.

6.2 For the purposes of this by-law, "key safe" means a small storage unit of a make and type approved by the Owners Corporation designed for the purposes of storing private keys to an apartment.

6.3 A Lot owner proposing to install a key safe in accordance with this by law must make an application in writing to the Owners Corporation for consent to install a key safe and include in the application:

- (a) The make and type of key safe to be installed;
- (b) The precise location within the common property garbage room where the key safe is to be installed; and
- (c) The details of the installer of the key safe.

6.4 The Owners Corporation may refuse consent to the installation of a key safe in its absolute discretion.

6.5 The key safe is to remain a fixture of the Lot owner concerned including the successors in title of the Lot concerned.

6.6 Each owner is solely responsible for the cleaning, repair, maintenance and replacement of a key safe appurtenant to the owner's Lot and the Owners Corporation may direct the carrying out of such cleaning, repair, maintenance and replacement.

6.7 The key safe is only to be used by permanent residents of the Lot concerned and not for the purposes of facilitating short term letting of apartments.

6.8 If a Lot owner installs a key safe without consent or fails to comply with by-law 6.6 or 6.7, the Owners Corporation may remove the key safe and make good the Common Property. Any costs incurred in doing so may be recovered as a debt from the Lot owner concerned.

Special by-law no. 7 - Lot 159 gas heating rights

1. This Owner under this by-law is the owner or owners of Lot 159

2. The Owner has the Exclusive Use Rights and the Special Privileges, subject to the following conditions and Owners Corporation's rights.

3. The Exclusive Use Rights are the right to exclusively occupy and use the common property occupied by the works.

4. Special Privileges are the following rights-

a. the right to carry out the works (which include alterations and additions) on the common property described in the following documents which are attached to the minutes of the meeting at which this by-law is made -

i. plan titled "Diagram of Proposed Gas Fire Place, Stables 2- Front Elevation of Stables Number 2", and

ii. document titled "Proposal to Install Gas Heating to Stables Number 2" dated 24 July 2008.

- b. the right to carry out the works, and
- c. the right to keep the works on the common property.

Conditions

5. Before commencing the works under this by-law, the Owner must provide the Required Documents, obtain Approval and Insure.
6. The Required Documents means any plans, drawings, diagrams, and approvals reasonably required by the Owners Corporation and relevant to the works which the Owners Corporation may require the Owner to submit to the Owners Corporation.
7. Approval means the approvals the Owner must obtain for the works, from all relevant statutory authorities and from an engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation).
8. To insure means the Owner must effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the Owner and Owners Corporation covering the works.
9. The Owner must do the following things (and ensure others also do the following) when performing the works –
 - a. perform the works in accordance with the drawings and specifications approved by the local council (if applicable) and the Owners Corporation,
 - b. perform the works in a proper and workmanlike manner,
 - c. use duly licensed contractors,
 - d. only perform the works at the times approved by the Owners Corporation,
 - e. protect all affected areas of the building outside their Lot from damage by the works or the transportation of construction materials, equipment, debris,
 - f. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation,
 - g. keep all affected areas of the building outside their Lot clean and tidy throughout the performance of the works,
 - h. remove all debris resulting from the works immediately from the building, and
 - i. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building, and
 - j. comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the works.
10. After completing the works, the Owner must obtain certification for the works from the engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation).
11. The Owner must properly maintain and keep the works and common property to which the works are erected or attached in a state of good and serviceable repair and/or replace the works if considered necessary by the Owners Corporation

12. At all times, the Owner must indemnify the Owners Corporation against any loss or damage and accepts Liability.

13. Indemnify means the Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the works on the common property and/or for all costs of considering and making this by-law or obtaining certification of the works incurred by the Owners Corporation (including legal costs) and will pay those amounts to the Owners Corporation upon request.

14. Accepting Liability means the Owner's liability for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the works to the common property and the responsibility to make good that damage immediately after it has occurred.

Owners Corporation's rights

15. The Owner acknowledges that if the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may take steps to remedy that failure or noncompliance and in doing so the Owners Corporation has the right to:

- a. carry out all work necessary to perform that obligation,
- b. enter upon any part of the parcel to carry out that work, and
- c. recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this bylaw, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Explanatory Notes

These notes form part of this by-law.

Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same meaning as those words are attributed under the Act.

In this by-law, except when the context otherwise requires:

- The singular includes the plural and vice versa,
- Words implying and gender encompass all genders and
- Reference to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation.

Special by-law no. 8 - Roof insulation

PART 1 GRANT OF RIGHT

Notwithstanding anything contained in the by-laws which apply to the Strata Scheme, an Owner has the right to carry out the Works at its own cost subject to part 3 of this by-law.

PART 2 DEFINITIONS & INTERPRETATION

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

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

"**Authority**" means any government, Semi-government, Statutory, public, private or other authority having any jurisdiction over the Building or the Lot including the Council.

"**Building**" means the building situated at McCafferys Hill 21 Cadigal Avenue, Pyrmont NSW 2009.

"**Council**" means Council of the City of Sydney.

"**Essential Work**" means any essential maintenance, repair, replacement, upgrading, or emergency works that the Owners Corporation is required to do under section 65(1) of the Act or any other law to any part of the common property roof or other structures or services including within a Lot.

"**Insurance**" means:

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

"**Lot**" means any Lot in strata plan no. 69581 which is a townhouse.

"**Owner**" means the owner of the Lot

"**Owners Corporation**" means the Owners Corporation created by the registration of strata plan no. 69581.

"**Strata Scheme**" means the strata scheme relating to strata plan no. 69581.

"**Works**" means the works to the Lot and the common property for and in connection with the installation of roof insulation to the common property roof area above the ceiling of the Lot which services the Lot.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in this by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

(f) references to any works under this by-law include, other ancillary equipment, appurtenance and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment, appurtenance and fitting.

2.3 Despite anything contained in this by-law, if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

2.4 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency unless that inconsistency is with the Community Management Statement in which event the provisions of the Community Management Statement shall prevail.

PART 3 CONDITIONS

PART 3.1 Before commencement

3.1.1 Before commencement of the Works an Owner must:

- (a) obtain the approval of the location, type and size of the works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld;
- (b) provide to the Owners Corporation:
 - (i) a new by-law under the Act, to amend the definition of "Lot"; and
 - (ii) its written consent to the applicability of this by-law to their Works including the requirement under this by-law that the owner is to be responsible for the ongoing repair and maintenance of the works;

such by-law and consent to be prepared substantially in terms of the documents set out in Annexure A and B and to be considered at a general meeting of the Owners Corporation.

- (c) provide to the Owners Corporation if required, copies of plans and diagrams of the Works including specifications for their installation;
- (d) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (e) effect and maintain insurance and provide a copy to the Owners Corporation; and
- (f) provide the Owners Corporations nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation.

3.1.2 All Works so installed must be compliant with any specifications set down by the Owners Corporation from time to time in respect of the Works including:

- (a) the types of materials to be used;
- (b) the location of the Works;
- (c) the proposed method of installation; and
- (d) specifications for any rating, type, and/or size;

PART 3.2 Compliant Works

3.2 To be compliant under this by-law, the Works must:

- (a) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (b) be manufactured and designed to specifications for domestic use;
- (c) not interfere with or damage any fire curtains situated within the common property roof area above the ceiling in the Lot; and
- (d) be installed in the common property roof area, above the ceiling of the Lot, through the roof tiles.

PART 3.3 During installation

3.3 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of one (1) month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport any construction materials, equipment and debris (if any) in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the Building outside the Owner's Lot (Including common property and other Lots) from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs, the Owner must rectify that interference or damage within a reasonable period of time at the Owner's own cost;
- (i) not vary the Works approved pursuant to this by-law without first obtaining the consent in writing from the Owners Corporation; and
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required).

PART 3.4 After installation

3.4 After the Works have been completed the Owner must without unreasonable delay:

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

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

(d) provide the Owners Corporation within 14 days the Owners Corporation's request, certification from a suitable qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to any Lot or common property have been completed in accordance with the terms of this by-law; and

(e) provide the Owners Corporation nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time.

PART 3.5 Responsibility

3.5 Any works installed will always remain the responsibility of the owner.

PART 3.6 Essential Works

3.6 (a) In the event that the Owners Corporation is required to carry out Essential Works which may affect the Works, the Owners Corporation shall give prior notice to the Owner (emergencies excepted) and the Owner shall remove at its own cost the Works within such time as directed by the Owners Corporation and reinstate the Works, at its own in cost upon completion, from time to time, of Essential Works by the Owners Corporation.

(b) Where an Owner fails to remove the Works as contemplated by paragraph (a) above, the owner accepts full responsibility for any loss, damage to or destruction of the Works or any part of them caused by the Owners Corporation (or its officers, employees, contractors or agents) carrying out Essential Works.

(c) The Owner acknowledges that the Owners Corporation shall have no obligation whatsoever to repair or reinstate any Works damaged or destroyed by Essential works where the Owner or occupier is in breach of clause 3.6(a) or (d).

(d) No Owner or occupier shall impede, inhibit, refuse, interfere with, restrict, hinder or obstruct the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, access, penetration to or removal of all or any part of the Works to carry out Essential Works to the common property which may be attached to, in, under or about the Works.

PART 3.7 Enduring rights and obligations

3.7 The Owner shall:

(a) maintain, upkeep and replace, if necessary, the works at the owner's own cost;

(b) maintain and upkeep those parts of the common property in contact with the Works at the Owner's own cost;

(c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated at the Owner's own cost;

(c) remain liable for any damage to the property of any other Lot owner or common property (including the owner's Lot) arising out of the Works; and

(d) indemnify and keep indemnified the Owners Corporation against any costs, loss or damage suffered by the Owners Corporation whatsoever arising out of or in connection with the Works, including (but not limited to):

(i) any loss or damage suffered by the Owners Corporation as a result of any damage to common property or the property of any other Lot owner other than as approved in this by-law; and

(ii) their installation, use and/or damage to or destruction of the works caused by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where the Owner or occupier is in breach of clause 3.6 (a) or (d).

PART 3.8

Default by the Owner

3.8 if the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work; and
- (c) recover the costs of carrying out that Work from the defaulting Owner.

Special by-law no. 9 - Roof insulation

The provisions of Parts 1, 2, and 3 of Special By-Law 8 are adopted for the purpose of this by-law with the exception of the amendment of the definition of "Lot" as follows:

- a) "Lot" means Lot 121 in the strata plan number 69581.

Special by-law no. 10 – Recovery of costs by owners corporation (denial of access)

1. Introduction

This by-law set outs rules you must follow in relation to access to your lot and gives us the right to recover expenses, interest and recovery costs from you if you breach the by-law.

2. Definitions

In this by-law, unless the context or subject matter otherwise indicates or requires:

2.1 "**by-laws**" means any by-laws in force in respect of the strata scheme;

2.2 "**demand**" means a written demand from us to you;

2.3 "**denial of access**" means the failure or refusal by you to give us or a contractor engaged by us access to your lot when requested to by us (acting reasonably) to permit us to exercise any of our functions under the Strata Act or to undertake a fire safety inspection or maintain, repair or replace any fire safety measures on or undertake a pest inspection, extermination or treatment of the common property or your lot;

2.4 "**denial of access costs**" means any cost or expense incurred by us arising out of or as a result of a denial of access in breach of this by-law including additional call out fees charged by any contractor engaged by us;

2.5 "**expenses**" means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including denial of access costs and remedy expenses;

2.6 "**interest**" means interest payable on expenses in accordance with this by-law;

2.7 "**invitee**" includes a guest or contractor;

2.8 "**lot**" means a lot in the strata scheme;

2.9 "**occupier**" means a person in occupation of a lot and includes a tenant;

2.10 "**owner**" means an owner of a lot;

2.11 "**recovery costs**" means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;

2.12 "**remedy expenses**" means any cost or expense incurred by us remedying or attempting to remedy your breach of this by-law including consultant's costs;

2.13 "**Strata Act**" means the *Strata Schemes Management Act 2015*;

2.14 "**strata scheme**" means the strata scheme to which this by-law applies;

2.15 "**us**" or "**we**" means the owners corporation; and

2.16 "**you**" means an owner or occupier.

3. Interpretation

In this by-law:

3.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law;

3.2 references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

3.3 words importing the singular number include the plural and vice versa;

3.4 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

3.5 any expression used in this by-law and which is defined in the Strata Act will have the same meaning as that expression has in the Strata Act unless a contrary intention is expressed in this by-law;

3.6 the terms of this by-law are independent of each another. If a term of this by-law is deemed void or unenforceable, it shall be severed from this by-law, and the by-law as a whole will not be deemed void or unenforceable;

3.7 the terms of this by-law apply to the extent permitted by law; and

3.8 if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

4. General Rules

4.1 You must not breach any by-laws.

4.2 You must not cause a denial of access.

5. General Obligations

5.1 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot complies with this by-law.

5.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were you and were bound by this by-law.

6. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any expenses on demand.

7. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

8. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

9. Recovery of Expenses, Interest, Etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs; for which you are liable.

10. Mode of Recovery of Expenses, Interest, Etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on:

- (a) your account with us;
- (b) levy notices served on you; and
- (c) certificates issued under section 184 of the Strata Act in respect of your lot;

for the purpose of recovering from you as a debt any of those amounts.

11. Appropriation of Payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

12. Sale of Lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

Special by-law no. 11 - No split system air conditioning units

1. For the purpose of this by-law:

"**Air Conditioning Unit**" means a split system air conditioning unit, all ancillary equipment, pipes, wires and cables.

"**Costs**" means all professional and trade costs/fees/disbursements incurred or associated with this by-law, an Air Conditioning Unit and/or any damage caused as a result of the existence of an Air Conditioning Unit; and

"**Direction**" means a written direction from the Owners Corporation to an Owner relating to an Air Conditioning Unit.

2. This by-law does not apply to Owners of Lots in The Mews: 26 Cadigal Avenue Pyrmont.

3. Subject to clause 2 above, Owners may not install Air Conditioning Units.

4. The Owners Corporation reserves the right to direct an Owner to remove an Air Conditioning Unit installed in contravention of this by-law.

5. If the Owner fails to comply with clause 4 above within 2 months of a Direction to the Owner, then the Owners Corporation may:

(a) enter upon any part of the Lot to carry out the work;

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

(c) recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

6. Owners will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

Explanatory Note:

All buildings within the strata scheme – except for The Mews – have a cooling tower providing air conditioning services to Lots. The installation of separate Air Conditioning Units at Lots is not only a contravention of these by-laws but a contravention of the Community Management Statement.

Special by-law no. 12 - Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) "**Act**" means the *Strata Schemes Management Act 2015*,

(b) "**apartment**" means a lot in the strata scheme,

(c) "**annexure**" means the annexure to this by-law,

(d) "**building**" means the building in the strata scheme in which your apartment is located,

(e) "**common area**" means the common property in the strata scheme,

(f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

(g) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:

(i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

(ii) work that changes the external appearance of your apartment including the installation of an external access ramp, awning, pergola or veranda or the installation of a new window in a boundary wall of your apartment,

(iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,

(iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

(h) "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:

(i) renovating a kitchen,

(ii) renovating a bathroom in a manner that does not involve waterproofing,

(iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,

(iv) changing recessed light fittings,

(v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,

(vi) installing or replacing wood or other hard floors,

(vii) installing or replacing wiring or cabling or power or access points,

(viii) installing or replacing pipes and ducts,

(ix) work involving reconfiguring walls in a manner that does not involve structural changes,

(x) installing a rainwater tank,

(xi) installing a clothesline,

(xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,

(xiii) installing double or triple glazed windows,

(xiv) installing a heat pump or hot water service,

(xv) installing ceiling insulation,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(i) "**renovations**" means minor renovations or major renovations,

(j) "**strata scheme**" means the strata scheme to which this by-law applies, and

(k) "**you**" means an owner of an apartment and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,

(f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and

(g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Renovations Approval Process

3.1 Renovations Require Approval

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

(a) your name, address and telephone number,

(b) your apartment and lot number,

(c) details of the renovations,

(d) drawings, plans and specifications for the renovations,

(e) an estimate of the duration and times of the renovations,

(f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,

(g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

(a) approve your application either with or without conditions, or

(b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Renovations

4.1 Before the Renovations

4.1.1 Before commencing the renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,

(b) Local Council Approval

(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

(c) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:

(i) licence,

(ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,

(iii) workers compensation insurance policy, and

(iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the renovations (if required by law),

(d) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(e) Acoustic Consultant's Report

if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations you must immediately stop them.

4.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Renovations

make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Renovations

make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Renovations

ensure that the renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out at any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Renovations

ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Renovations

ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Renovations

ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,

(q) Vehicles

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,

(s) Variation to renovations

not vary the renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of renovations

pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,

(e) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

if the renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Apartment Renovations

properly maintain the renovations to your apartment and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,

(b) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(c) Repair Damage

repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,

(d) Prevent Excessive Noise

ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(e) Flooring

if the renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(f) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,

(g) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

(h) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or
- (b) cleaning any part of the common area as a result of the renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

8. Strata Committee Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

9. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

10. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

ANNEXURE

Motion and By-Law for Major Renovations

That the owners corporation **specially resolves** pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... – Major Renovations and Building Works (Lot)

1. Introduction

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

2. Definitions

In this by-law:

“**Lot**” means Lot 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 prepared by and dated attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being

“**Renovations By-Law**” means Special By-Law – 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

(c) 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 Renovations By-Law will apply to the Major Renovations.

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

4.3 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 or fittings comprised in those Major Renovations and that common property.

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

4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.6 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 Renovations By-Law.

CONSENT FORM

To: The Secretary
The Owners - Strata Plan No. 69581
c/- Dynamic Property
Level 25 66 Goulburn Street
SYDNEY NSW 2000

Dear Secretary,

CONSENT TO SPECIAL BY-LAW FOR MAJOR RENOVATIONS

I/We being the owner(s) of lot in Strata Plan No. 69581 hereby consent to the making of Special By-Law – Major Renovations and Building Works (Lot) – which by-law grants me /us the right to carry out major renovations and imposes on me/us the obligation to maintain, repair, renew and replace the renovations; such by-law to be adopted by a special resolution to be passed by the owners corporation at a general meeting to be held on

.....
Dated

.....
Signature(s)