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**By-Laws**

***'Kantarra'***

***3-11 Burleigh Street***

***Lindfield***

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By-laws – 'Kantarra', 3-11 Burleigh Street, Lindfield

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## Dictionary

### Meaning of words

1 Words in italics are defined terms. Defined terms (in any form) mean:

**Air conditioning services** include, without limitation:

- (a) air handling units, cables, conduits, pipes, wires and ducts which are part of common property and exclusively service lots including, without limitation, by supplying air conditioning or reticulated water for air conditioning to a lot; and
- (b) reticulated water supplying air conditioning to lots.

The owners of lots have exclusive use of the air conditioning services which service their lot. See by-laws 90 to 94 for more information.

**building works** alterations, additions, damage, removal, repairs or replacement of:

- (a) common property structures, including the common property walls, floor and ceiling enclosing your lot. Common property walls include windows and doors in those walls;
- (b) the structure of your lot;
- (c) the internal walls inside your lot (eg a wall dividing two rooms in your lot);
- (d) common property services; or
- (e) services in Kantarra, whether or not they are for the exclusive use of your lot.

building works include altering or removing an inter-tenancy wall according to by-laws 59 to 62. Building works exclude:

- (a) minor fit out works inside a lot; and
- (b) works or alterations to the interior of common property walls enclosing a lot (eg hanging pictures or attaching items to those walls).

**Carspace** a carspace that forms part of a lot or the part of the common property under an exclusive use by-law.

**common property:**

- (c) common property in Kantarra; and
- (d) personal property of the owners corporation.

**Developer** means Tandri Developments Lindfield Pty Limited ACN 106 533 493 and its assigns.

**executive committee** means the executive committee of the owners corporation.



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### **Interpreting the by-laws**

- 2 Headings do not affect the interpretation of the by-laws.
- 3 In the by-laws a reference to:
  - 3.1 words that this by-law does not explain have the same meaning as they do in the Management Act;
  - 3.2 you means an owner or occupier of a lot;
  - 3.3 by-laws means the by-laws under the Management Act which are in force for Kantarra;
  - 3.4 a thing includes the whole or each part of it;
  - 3.5 a document includes any variation or replacement of it;
  - 3.6 a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
  - 3.7 a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
  - 3.8 a third party includes a person who is not an owner;
  - 3.9 a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
  - 3.10 the singular includes the plural and vice versa.

### **About the by-laws**

#### **Purpose of the by-laws**

- 4 The by-laws regulate the day to day management and operation of Kantarra. They are an essential document for the owners corporation and everyone who owns or occupies a lot in Kantarra.
- 5 The by-laws are designed to maintain the quality of Kantarra. They operate to enhance everyone's use and enjoyment of their lot and the common property.

#### **Who must comply with the by-laws?**

- 6 Owners and occupiers of lots must comply with the by-laws.
- 7 The owners corporation must comply with the by-laws.

### **Your behaviour**

#### **What are your general obligations?**

- 8 You must not:

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- 8.1 make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or common property by another owner or occupier;
- 8.2 use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- 8.3 smoke cigarettes, cigars or pipes while you are on common property or in part of a lot which is air conditioned or allow smoke from them to enter common property;
- 8.4 obstruct the legal use of common property by any person;
- 8.5 do anything in Kantarra which is illegal; or
- 8.6 do anything which might damage the good reputation of the owners corporation or Kantarra.

**Complying with the law**

- 9 You must comply on time and at your cost with all laws relating to:
  - 9.1 your lot;
  - 9.2 the use of your lot; and
  - 9.3 common property to which you have a licence, lease or a right to use under an exclusive use by-law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies.

**You are responsible for others**

**What are your obligations?**

- 10 You must:
  - 10.1 take all reasonable actions to ensure your visitors comply with the by-laws;
  - 10.2 make your visitors leave Kantarra if they do not comply with the by-laws;
  - 10.3 take reasonable care about who you invite into Kantarra; and
  - 10.4 if you are the owner or occupier of an apartment, accompany your visitors at all times, except when they are entering or leaving Kantarra.

You must not allow another person to do anything that you cannot do under the by-laws.

**Requirements if you lease your lot**

- 11 If you lease or licence your lot, you must:



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- 11.1 ensure that your tenant or licensee and their visitors comply with the by-laws; and
- 11.2 take all action available to you, including action under the lease or licence agreement, to make them comply or leave Kantarra.

**Your lot**

**What are your general obligations?**

- 12 You must:
  - 12.1 keep your lot clean and tidy and in good repair and condition;
  - 12.2 properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your lot (whether or not you made the installation or alteration);
  - 12.3 notify the owners corporation if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the owners corporation. See by-laws 68 and 69 for important information about increasing and paying for insurance premiums; and
  - 12.4 at your expense, comply with all laws about your lot including, without limitation, requirements of government agencies.

**When will you need consent from the owners corporation?**

- 13 You must have consent from the owners corporation to:
  - 13.1 carry out building works in your lot (see by-laws 53 to 62 for more information);
  - 13.2 subject to your rights under the by-laws, keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Kantarra;
  - 13.3 store anything in your carspace (other than a vehicle);
  - 13.4 install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your lot if they are visible from outside your lot or Kantarra;
  - 13.5 install an intruder alarm with an audible signal; or
  - 13.6 attach or hang an aerial or wires outside your lot or Kantarra.

**Floor coverings**

- 14 You must keep the floors in your lot covered or treated to stop the transmission of noise which might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, lavatory or laundry of your lot.

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- 15 You must have consent from the owners corporation to remove or interfere with floor coverings or treatments in your lot that assist to prevent the transmission of noise which might unreasonably disturb another owner or occupier.

## Window coverings

- 16 Window coverings (eg curtains, blinds and louvres) in your lot must be a colour and design approved by the owners corporation.

## Cleaning windows

- 17 You must clean the glass in windows and doors of your lot (even if they are common property). However, you do not have to clean the glass in windows or doors that you cannot access safely.
- 18 The owners corporation may resolve to clean the glass in some or all of the windows and doors in Kantarra. If the owners corporation resolves to clean glass in your lot, you are excused from your obligations under this by-law for the period the owners corporation resolves to clean the glass.

## The balcony of your apartment

- 19 You may keep air conditioning services, planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the balcony of your lot only if:

- 19.1 it is a type approved by the owners corporation;
- 19.2 it is of a standard commensurate with the standard of Kantarra;
- 19.3 it will not (or is not likely to) cause damage; and
- 19.4 it is not (or is not likely to become) dangerous.

You may also keep a portable barbecue according to by-laws 22 to 26.

- 20 To enable the owners corporation to inspect, repair or replace common property, the owners corporation may require you, at your cost, to temporarily remove and store items from the balcony of your lot that are not common property.

## Drying your laundry

- 21 You must not hang laundry, bedding or other articles on the balcony of your lot or in an area that is visible from outside your lot.

## Storing and operating a portable barbecue

### Obligations of owners and occupiers

- 22 You may store and operate a portable barbecue on the balcony of your lot if:
- 22.1 it is a type approved according to by-law 23;
  - 22.2 it will not (or is not likely to) cause damage;

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- 22.3 it is not (or is not likely to become) dangerous;
- 22.4 it is covered when you are not operating it;
- 22.5 it is kept clean and tidy; and
- 22.6 you comply with by-laws 24 to 26.

## **Types of portable barbecues**

- 23 You may store and operate the following types of portable barbecues on the balcony of your lot:
  - 23.1 a covered kettle style portable barbecue;
  - 23.2 a covered gas or electric portable barbecue; and
  - 23.3 any other type approved by the owners corporation.
- 24 You may not store or operate a portable barbecue on the balcony of your lot if that portable barbecue has no cover.

## **Operating a portable barbecue**

- 25 You may only operate your barbecue during the hours of 9:00 am and 9:00 pm or otherwise during hours approved by the owners corporation.
- 26 You must not permit smoke, odours or noise associated with the use of a portable barbecue on your lot to be emitted on to other lots in Kantarra to the extent which may cause a nuisance to other owners and occupiers in Kantarra.

## **Keeping an animal**

### **What animals may you keep?**

- 27 Subject to this by-law, you may keep:
  - 27.1 goldfish or other similar fish in an indoor aquarium; or
  - 27.2 a guide dog if you need the dog because you are visually or hearing impaired.

### **When will you need consent?**

- 28 You must have consent from the owners corporation to keep types or numbers of animals not approved under by-law 27 (which cannot be unreasonably withheld).

### **When will the owners corporation refuse consent?**

- 29 The owners corporation will not give you consent to keep:
  - 29.1 a medium or large size dog;
  - 29.2 a dog that is vicious, aggressive, noisy or difficult to control;
  - 29.3 a dog that is not registered under the Companion Animals Act 1998 or

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29.4 a dangerous dog under the Companion Animals Act 1998 (NSW).

### **Controlling your animal**

30 You must ensure that any animal you keep under this by-law does not wander onto another lot or common property. If it is necessary to take your animal onto common property (eg to transport it out of Kantarra), you must restrain it (eg by leash or pet cage) and control it at all times.

### **Conditions for keeping an animal**

31 The owners corporation may make conditions if it gives you consent to keep an animal. A condition which automatically applies is that the owners corporation has the right at any time to order you to remove your animal if:

- 31.1 it becomes offensive, vicious, aggressive, noisy or a nuisance;
- 31.2 you do not comply with your obligations under this by-law;
- 31.3 you breach a condition made by the owners corporation when it gave you consent to keep the animal; or
- 31.4 if you keep a dog, your dog is a dangerous dog or is not registered under the Companion Animals Act 1998 (NSW).

### **Your responsibilities**

32 You are responsible:

- 32.1 to other owners and occupiers and people using common property for:
  - 32.1.1 any noise your animal makes which causes unreasonable disturbance; and
  - 32.1.2 damage to or loss of property or injury to any person caused by your animal; and
- 32.2 to clean up after your animal.

### **Your visitors**

33 You must not allow your visitors to bring animals into Kantarra unless they are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

### **Erecting a sign**

#### **What are your obligations?**

- 34 Subject to this by-law, you must have consent from the owners corporation to erect a sign:
- 34.1 in your lot that is visible from outside your lot; or
  - 34.2 on common property.

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### **The developer**

- 35 While the developer is an owner, the developer does not need consent from the owners corporation to erect and display 'For Sale' or 'For Lease' signs in a lot or on common property.

### **Fire Control**

#### **What are your obligations?**

- 36 You may keep flammable materials in your lot only if you:
- 36.1 use them in connection with the lawful use of your lot; and
  - 36.2 keep them in reasonable quantities according to the guidelines of government agencies.
- 37 You and the owners corporation must comply with laws about fire control.

#### **Restrictions about fire safety**

- 38 You must not:
- 38.1 keep flammable materials on common property;
  - 38.2 interfere with fire safety equipment;
  - 38.3 obstruct fire stairs or fire escapes; or
  - 38.4 keep flammable materials in your carspace.

### **Moving and delivering furniture and goods**

#### **Moving in**

- 39 You must make arrangements with the owners corporation at least 48 hours before you move in to or out of Kantarra or move large articles (eg furniture) through common property.

#### **What are your obligations?**

- 40 When you take deliveries or move furniture or goods through Kantarra, you must:
- 40.1 comply with the reasonable requirements of the owners corporation, including requirements to fit an apron cover to the common property lift;
  - 40.2 repair any damage you (or the person making the delivery) cause to common property; and
  - 40.3 if you (or the person making the delivery) spill anything onto common property, immediately remove the item and clean that part of the common property.

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**Rules**

- 41 The owners corporation may make rules to control the delivery of furniture and goods and, in particular, the use of the common property lifts by owners and occupiers.

**Parking on common property**

- 42 You must have consent from the owners corporation to park or stand a vehicle on common property.

**Controlling traffic in Common Property**

- 43 In addition to its powers under the Management Act, the owners corporation has the power to:
- 43.1 impose a speed limit for traffic in common property;
  - 43.2 impose reasonable restrictions on the use of common property driveways and parking areas;
  - 43.3 install speed humps and other traffic control devices in common property;
  - 43.4 install signs about parking; and
  - 43.5 install signs to control traffic in common property and, in particular, traffic entering and leaving Kantarra.

**Car Park mechanical ventilation**

- 44 The owners corporation has the right to install mechanical ventilation plant and equipment (including, but not limited to, ducting, vents, exhaust fans and the like) in the following locations:
- 44.1 On the car park wall adjacent to any carspace, provided that such installation will not unreasonably interfere with an owner's right to use such carspace in any manner permitted by these by-laws;
  - 44.2 On the wall adjacent to any storage space, provided that such installation will not unreasonably interfere with an owner's right to use such storage space in any manner permitted by these by-laws; and/or
  - 44.3 In the common property void under the access stairs to any individual lot.
- 45 The owner of any lot affected by mechanical ventilation plant installed on their lot pursuant to by-law 44 shall comply with all reasonable requirements of the owners corporation in relation to gaining access to the mechanical ventilation plant for repair, maintenance and/or replacement purposes.

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## How to dispose of your garbage

### Making rules

- 46 The owners corporation may make rules about the storage and removal of garbage from Kantarra.

### Requirements for lots

- 47 You must dispose of your garbage and recyclable materials according to by-laws 48 to 52.

### General obligations

- 48 Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:
- 48.1 on common property;
  - 48.2 in an area of your lot which is visible from outside your lot; or
  - 48.3 in your carspace.
- 49 If you spill garbage on common property, you must immediately remove the garbage and clean that part of the common property.

## Garbage disposal and the garbage room

### What are the obligations of owners and occupiers?

- 50 You must:
- 50.1 place your household garbage in the garbage receptacle in the garbage room;
  - 50.2 drain and securely wrap your household garbage before you place it in the garbage room;
  - 50.3 leave your other garbage and recyclable materials in the area or receptacle in the garbage room designated by the owners corporation for that purpose;
  - 50.4 recycle your garbage according to instructions from the owners corporation and Ku-ring-gai Council;
  - 50.5 drain and clean bottles and make sure they are not broken before you place them in the garbage room; and
  - 50.6 contact the owners corporation to remove (at your cost) large articles of garbage, recyclable materials, liquids or other articles that Ku-ring-gai Council will not remove as part of its normal garbage collection service.

### Maintaining the garbage room

- 51 The owners corporation must:

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- 51.1 regularly clean, maintain, repair and, where necessary, replace the garbage room;
- 51.2 make available for collection by Ku-ring-gai Council household garbage and recyclable materials placed in the garbage room; and
- 51.3 arrange for the removal from the garbage room large articles of garbage, recyclable materials, liquids or other articles that Ku-ring-gai Council will not remove as part of its normal garbage collection services (at the cost of the relevant owner or occupier of a lot).

#### **Additional rights and obligations of the owners corporation**

- 52 The owners corporation may:
  - 52.1 restrict access to the garbage room by security key according to by-laws 75 to 83. The owners corporation must provide owners and occupiers with a security key for the garbage room according to by-laws 75 to 83;
  - 52.2 make rules about using the garbage room and the storage and disposal of garbage and recyclable materials from lots; and
  - 52.3 make rules allocating on a proportional unit entitlement basis for the sum of the unit entitlements of the relevant lots the costs of any special garbage removal, cleaning or other service required to service any particular lot or lots.

#### **Carrying out building works**

##### **When do you need consent?**

- 53 Subject to the by-laws, you must have consent from the owners corporation to carry out building works.

##### **When is consent not necessary?**

- 54 You do not need consent from the owners corporation under this by-law to:
  - 54.1 if you are the developer, erect a 'For Sale' or 'For Lease' sign according to by-law 35;
  - 54.2 alter or remove an inter-tenancy wall according to by-laws 59 to 62; or
  - 54.3 carry out building works which you are entitled to carry out under an exclusive use by-law.
- 55 However, you must comply with by-laws 56 to 58 when you erect the sign or carry out the building works.

##### **Procedures before you carry out building works**

- 56 When you carry out building works, you must:

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- 56.1 obtain necessary consents from the owners corporation and government agencies;
- 56.2 find out where service lines and pipes are located;
- 56.3 obtain consent from the owners corporation if you propose to interfere with or interrupt services; and
- 56.4 if you do not need consent to carry out the building works, give the owners corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the building works.

## **Procedures when you carry out building works**

- 57 If you carry out building works, you must:
  - 57.1 use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation;
  - 57.2 carry out the building works in a proper manner and to the reasonable satisfaction of the owners corporation; and
  - 57.3 repair any damage you (or persons carrying out the building works for you) cause to common property or the property of another owner or occupier.

## **Making arrangements with the owners corporation**

- 58 Before you carry out building works (including building works for which you do not require consent from the owners corporation), you must:
  - 58.1 arrange with the owners corporation a suitable time and means by which to access Kantarra for purposes associated with those building works;
  - 58.2 comply with the reasonable requirements of the owners corporation about the time and means by which you must access Kantarra; and
  - 58.3 ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the owners corporation about the times and means by which they must access Kantarra.

## **Inter-tenancy walls**

### **When may you alter or remove an inter-tenancy wall?**

- 59 You may alter or remove an inter-tenancy wall if:
  - 59.1 you own the lots separated by the inter-tenancy wall or you have the consent of the owner of the adjoining lot;
  - 59.2 it is not a structural wall;
  - 59.3 before you carry out the work, you provide the owners corporation with a certificate from a qualified structural engineer reasonably acceptable to the

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owners corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect common property or other lots (including services to those lots); and

59.4 you comply with the procedures in this by-law.

60 Otherwise, you must have the consent of the owners corporation to alter or remove an inter-tenancy wall.

**What consents are necessary?**

61 You do not need consent from the owners corporation to alter or remove an inter-tenancy wall (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from government agencies before you alter or remove an inter-tenancy wall.

**What are the conditions for carrying out the work?**

62 It is a condition of you altering or removing an inter-tenancy wall that you:

62.1 carry out the work in the method certified by the structural engineer under by-law 59;

62.2 if appropriate, comply with section 14 of the Strata Schemes (Freehold Development) Act 1973 NSW) and lodge any necessary building alteration plan with the Registrar-General;

62.3 comply with by-laws 56 to 58; and

62.4 acknowledge for yourself and future owners of your lot that the owners corporation does not have to reinstate the inter-tenancy wall.

**Licences**

**Powers of the owners corporation**

63 In addition to its powers under the Management Act, the owners corporation has the power to grant licences to owners and occupiers to use parts of common property.

64 The owners corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

**What provisions may a licence include?**

65 Licences the owners corporation grants under this by-law may include provisions about, but need not be limited to:

65.1 payments under the licence;

65.2 the term of the licence;

65.3 the permitted uses of the licensed areas;

65.4 the maximum number of persons allowed in the licensed area;

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- 65.5 insurances the licensee must effect; and
- 65.6 cleaning and maintaining the licensed area.

### **Damage to common property**

#### **What are your obligations?**

- 66 Subject to the by-laws, you must:
  - 66.1 use common property equipment only for its intended purpose;
  - 66.2 immediately notify the owners corporation if you know about damage to or a defect in common property; and
  - 66.3 compensate the owners corporation for any damage to common property caused by you, your visitors or persons doing work or carrying out building works in Kantarra on your behalf

#### **When will you need consent from the owners corporation?**

- 67 Subject to the by-laws, you must have consent from the owners corporation to:
  - 67.1 interfere with or damage common property;
  - 67.2 remove anything from common property that belongs to the owners corporation; or
  - 67.3 interfere with the operation of common property equipment.

### **Insurance premiums**

#### **Consent from the owners corporation**

- 68 You must have consent from the owners corporation to do anything that might invalidate, suspend or increase the premium for an owners corporation insurance policy.

#### **Payments for increased premiums**

- 69 If the owners corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the owners corporation for any increased premium. If you do not agree with the conditions, the owners corporation may refuse its consent.

### **Security at Kantarra**

#### **Rights and obligations of the owners corporation**

- 70 The owners corporation must take reasonable steps to:
  - 70.1 stop intruders coming into Kantarra; and

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70.2 prevent fires and other hazards.

## Installation of security equipment

71 In addition to its powers under the Management Act and subject to the by-laws, the owners corporation has the power to install and operate in common property audio and visual security cameras and other audio and visual surveillance equipment for the security of Kantarra.

## Restricting access to common property

- 72 In addition to its powers under the Management Act and subject to the by-laws, the owners corporation has the power to:
- 72.1 close off or restrict by security key access to parts of common property that do not give access to a lot;
  - 72.2 restrict by security key your access to levels in Kantarra where you do not own or occupy a lot or have access to according to an exclusive use by-law; and
  - 72.3 allow security personnel to use part of common property to operate or monitor security of Kantarra. The owners corporation may exclude you from using these plans of common property.

## What are your obligations?

- 73 You must not:
- 73.1 interfere with security cameras or surveillance equipment; or
  - 73.2 do anything that might prejudice the security or safety of Kantarra.
- 74 You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

## Security keys

### Providing owners and occupiers with security keys

- 75 Subject to this by-law, the owners corporation may give you a security key if it restricts access to common property under by-law 72.
- 76 The owners corporation must provide you with at least one security key for:
- 76.1 the common property lift;
  - 76.2 the access and exit doors into Kantarra building (eg to the common property foyer);
  - 76.3 your level of Kantarra; and
  - 76.4 the carpark level of Kantarra.

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## **Fees for additional security keys**

- 77 The owners corporation may charge you a fee or bond if you require extra or replacement security keys (in addition to those which you are entitled to receive under by-law 76).

## **Who do security keys belong to?**

- 78 Security keys belong to the owners corporation.

## **Managing the security key system**

- 79 In addition to its powers under the Management Act, the owners corporation has the power to make agreements with another person to exercise its functions under this by-law and, in particular, to manage the security key system. The agreement may have provisions requiring owners to pay the other person an administration fee for the provision of security keys.

- 80 In addition to its powers under the Management Act, the owners corporation has the power to:

- 80.1 re-code security keys; and
- 80.2 require you to promptly return your security keys to the owners corporation to be re-coded.

## **What are your obligations?**

- 81 You must:

- 81.1 comply with the reasonable instructions of the owners corporation about security keys and, in particular, instructions about re-coding and returning security keys;
- 81.2 take all reasonable steps not to lose security keys;
- 81.3 return security keys to the owners corporation if you do not need them or if you are no longer an owner or occupier; and
- 81.4 notify the owners corporation immediately if you lose a security key.

- 82 You must not:

- 82.1 copy a security key; or
- 82.2 give a security key to someone who is not an owner or occupier.

## **Procedures if you lease your lot**

- 83 If you lease or licence your lot, you must include a requirement in the lease or licence that the occupier return security keys to the owners corporation when they no longer occupy a lot in Kantarra.

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## **Use of car park storage spaces**

### **Rights of owners**

- 84 Owners may only use any storage space which may be allocated to their lot for any lawful use.

### **Obligations of the owners**

- 85 Owners must:
- 85.1 keep their storage space clean and tidy at all times;
  - 85.2 give the owners corporation access to their storage space if the owners corporation needs to comply with its obligations under the by-laws or the Management Act.

### **Things owners must not do**

- 86 Owners must not:
- 86.1 use their storage space for any unlawful use;
  - 86.2 keep flammable materials in their storage space; or
  - 86.3 deposit or leave garbage or recyclable materials in their storage space.

## **Location, installation and maintenance of air conditioning services**

- 87 Owners and the owners corporation each have the right to install air conditioning services in the following locations:
- 87.1 On the car park wall adjacent to any carspace, provided that such installation will not unreasonably interfere with an owner's right to use such carspace in any manner permitted by these by-laws;
  - 87.2 On the wall adjacent to any storage space, provided that such installation will not unreasonably interfere with an owner's right to use such storage space in any manner permitted by these by-laws; and/or
  - 87.3 In the common property void under the access stairs to any individual lot;
- notwithstanding the fact that the air conditioning services so installed may not service the lot to which the carspace, storage space or access stairs are allocated, PROVIDED HOWEVER that all air conditioning services shall be installed as close as possible to the lot(s) which they will serve, and in such a manner as to cause as little inconvenience as possible to any other lot owners.
- 88 The owner of any lot affected by air conditioning services installed on their lot pursuant to by-law 87 shall comply with all reasonable requirements of the owners corporation in relation to gaining access to the air conditioning services for repair, maintenance and/or replacement purposes.

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- 89 The owner of any lot whose air conditioning services are installed upon part of another owner's lot, shall make any arrangements for access to such air conditioning services for repair, maintenance or replacement purposes through the owners corporation, or as directed by the owners corporation.

### **Exclusive use of Air Conditioning services**

#### **Exclusive use by-law**

- 90 This is an exclusive use by-law. The owners corporation may amend or cancel it only by special resolution and with the written consent of the owner of each lot.

#### **Exclusive use rights**

- 91 The owner of each lot has:
- 91.1 exclusive use of the air conditioning services which exclusively service their lot; and
  - 91.2 the special privilege to connect to and use the air conditioning services which exclusively service their lot.

#### **Obligations of the owners corporation**

- 92 The owners corporation must operate, maintain, repair and, where necessary, replace:
- 92.1 the common property cooling towers on the roof of each building in Kantarra; and
  - 92.2 all other components of the air conditioning services which are not for the exclusive use of a lot.
- 93 The owners corporation must provide reticulated water to each lot to supply air conditioning through air conditioning services.

#### **Obligations of owners**

- 94 The owner of each lot must, at the cost of the owner:
- 94.1 operate, maintain, repair and, where necessary, replace air conditioning services exclusively servicing their lot;
  - 94.2 use contractors approved by the owners corporation to maintain, repair and replace air conditioning services exclusively servicing their lot; and
  - 94.3 comply with the requirements of government agencies about air conditioning services.

#### **Building management and You**

- 95 You must not:

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- 95.1 interfere with or stop the strata manager performing its obligations or exercising its rights under its agreement with the owners corporation; or
- 95.2 interfere with or stop the strata manager using common property that the owners corporation permits it to use.

## Rules

### Powers of the owners corporation

- 96 In addition to its powers under the Management Act, the owners corporation has the power to make rules about the security, control, management, operation, use and enjoyment of Kantarra and, in particular, the use of common property.
- 97 The owners corporation may add to or change the rules at any time.

### What are your obligations?

- 98 You must comply with the rules.

### What if a rule is inconsistent with the by-laws?

- 99 If a rule is inconsistent with the by-laws or the requirements of a government agency, the by-laws or requirements of the government agency prevail to the extent of the inconsistency.

### How are consents given?

#### Who may give consent?

- 100 Unless a by-law states otherwise, consents under the by-laws may be given by:
  - 100.1 the owners corporation at a general meeting; or
  - 100.2 the executive committee at a meeting of the executive committee.

#### Conditions

- 101 The owners corporation or the executive committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

#### Can consent be revoked?

- 102 The owners corporation or the executive committee may revoke their consent if you do not comply with:
  - 102.1 conditions made by them when they gave you consent; or
  - 102.2 the by-law under which they gave you consent.



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## Failure to Comply with by-laws

### Powers of the owners corporation

- 103 The powers of the owners corporation under this by-law are in addition to those that it has under the Management Act.

### What can the owners corporation do?

- 104 The owners corporation may do anything on your lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the owners corporation, have not done properly.
- 105 The owners corporation must give you a written notice specifying when it will enter your lot to do the work. You must:
- 105.1 give the owners corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and
  - 105.2 pay the owners corporation for its costs for doing the work.
- 106 The owners corporation may recover any money you owe it under the by-laws as a debt.

## Applications and complaints

- 107 You must make any applications and complaints to the owners corporation in writing and address them to the strata manager.

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Executed on behalf of **Tandi  
Developments Lindfield Pty Limited** by  
authority of Section 127 of the  
Corporations Act 2001:

*F. lemma*

Signature of **Frank lemma**  
Director

*Scott Thomas*

Signature of **Scott Thomas**  
Director

Executed by the mortgagee:

MACQUARIE BANK LIMITED ACN 008 583 542 by

*M. Scheen R. Oliphant*

**Monique J Scheen Robert J Oliphant**  
Its Attorneys who hereby state that the time of their  
executing this instrument they have no notice of the  
revocation of the Power of Attorney registered in  
Land Titles Office Book **4528** No. **114**  
under authority of which they execute this instrument

REGISTERED



6.4.2009