

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP46801	
(B) LODGED BY	Document Collection Box 6326J	Name, Address or DX, Telephone, and Customer Account Number if any Strata Choice Pty Ltd Locked Bag 1919 St Leonards NSW 1590 ph. 8424 9700 Reference: Account No. 132145H
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- (C) The Owners-Strata Plan No. 46801 certify that a special resolution was passed on 30/7/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. SPECIAL BY LAW 2 & 3
Added by-law No. SPECIAL BY LAW 20
Amended by-law No. BY LAW 4, 14 & 15 & SPECIAL BY LAW 4 & 17
as fully set out below:

see attached Annexure



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 46801 was affixed on 23/1/2020 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: Billy Chau
Authority: Strata Managing Agent

Signature: _____
Name: _____
Authority: _____

ANNEXURE "A"

Plan 46801

By-Law 1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

By-Law 2 Changes to common property

1. An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - a. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot (not including the car space), or
 - b. any structure or device to prevent harm to children.
2. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
3. Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
4. The owner of a lot must:
 - a. maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - b. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

Please note: This by-law does not allow for automatic approval of storage cages in the car park.

By-Law 3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- 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.

By-Law 4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person without prior written approval of the Owners Corporation.

By-Law 5

Keeping of animals

1. An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
3. If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - a. keep the animal within the lot, and
 - b. supervise the animal when it is on the common property, and
 - c. take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
4. An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

By-Law 6

Noise

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

By-Law 7

Behaviour of owners, occupiers and invitees

1. An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, 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 the owner or occupier of another lot or to any person lawfully using common property.
2. An owner or occupier of a lot 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 the owner or occupier of another lot or any person lawfully using common property, and
 - b. without limiting paragraph (a), that invitees comply with clause (1).

By-Law 8

Children playing on common property

1. Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
2. An owner or occupier of a lot 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 laundry, car parking area or other area of possible danger or hazard to children.

By-Law 9

Smoke penetration

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

By-Law 10

Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

By-Law 11

Storage of inflammable liquids and other substances

1. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 12

Appearance of lot

1. The owner or occupier of a lot must not, without the prior written approval 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.
2. This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

By-Law 13

Cleaning windows and doors

1. Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
2. The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

By-Law 14

Hanging out of washing

1. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period, not exceeding 12 hours.
2. An owner or occupier of a lot may hang any washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period on a stable and removable clothes drying device that cannot be blown from the balcony and not exceeding 12 hours.
3. In this by-law "washing" includes any clothing, towel, bedding or other article of a similar type.

By-Law 15

Disposal of waste-shared bins [applicable where bins are shared by lots]

1. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
2. An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
3. An owner or occupier must:
 - a. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - b. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
 - c. take all reasonable steps to ensure that his invitees do not deposit any rubbish, dirt or trash on the common property unless they are depositing it in a receptacle for garbage.
4. The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
5. In this by-law:
 - "bin" includes any receptacle for waste.
 - "waste" includes garbage and recyclable material.

By-Law 16

Change in use or occupation of lot to be notified

1. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
2. Without limiting clause (1), the following changes of use must be notified:
 - a. a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - b. a change to the use of a lot for short-term or holiday letting.
3. The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

By-Law 17

Compliance with planning and other requirements

1. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-Law 1 Smoking

1. An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not smoke cigarettes, cigars, pipes, tobacco or any other substance when on the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Special By-Law 2 Disposal of trash

REPEALED

Special By-Law 3 Pool usage

REPEALED

Special By-Law 4 Parking spaces

1. A proprietor or occupier of a Lot shall keep any parking space which he is entitled to use clean and tidy and free from grease, oil, dirt, rubbish and other material.
2. An owner or occupier of a lot shall not use the parking space for any kind of storage except in an approved storage container with prior written approval from the owners corporation.

Special By-Law 5 Parking space

An owner or occupier of a lot must not permit the use of a car space forming part of the lot for the purpose of the parking or storage of a motor vehicle or motorcycle by a person who is not an owner or occupier of a lot in the strata scheme.

Special By-Law 6 Telecommunication licences

The Owners Corporation shall have the following additional powers and duties in addition to those conferred or imposed by the Strata Schemes Management Act 1996, or other Act:-

- i. The power to grant one or more companies a licence to use the common property for the purpose of its installing, maintaining and using equipment for the reception by the occupant of one or more lots in the strata schemes of telecommunication services;
- ii. The power to enter into an agreement with one or more companies in the terms contained in the agreement forming Exhibit 1 to the minutes of the meeting at which the by-law was made;
- iii. The power and duty to perform any maintenance, replacement or repair of the equipment for the performance of which it is liable; and
- iv. The power to apply the funds of the Owners Corporation to these purposes, or to the acquisition of additional equipment or services for the better or more convenient operation of the equipment.

Special By-Law 7 Additional telecommunication services

- i. An owner or occupier of a lot shall obtain the written approval of the Owners Corporation to the proposed location of any additional telecommunications services to be installed to service his lot, prior to their installation
- ii. The Owners Corporation may grant or withhold its approval in its absolute discretion and without giving any reason, or may grant its approval subject to conditions.
- iii. An owner or occupier of a lot who has additional telecommunications services installed to service his lot shall reimburse the Owners Corporation any proper and reasonable expense it incurs in making good any damage to common property damaged as a result of that installation.

Special By-Law 8 Damage to common property

The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner or by the occupier or invitee(s) of that owner

Special By-Law 9 Air conditioning

Definitions

- i. The following terms are defined to mean:

"Air-conditioning Works" means the alterations and additions undertaken by each of their respective lot and so much of the adjoining common property as is necessary to install an air-conditioning system (including all ancillary structures) to service their lot.

"Owners" means each of the owners of Strata Plan No. 46801.

- 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.

Scope of By-Laws

- iii. Owners must not undertake any Air-conditioning Works except in accordance with the By-Law.

Conditions

Documentation & Approval

- iv. Owner must not undertake any Air-conditioning Works without the prior written approval of the Executive Committee, such approval to be given in the total discretion of the Executive Committee.
- v. In seeking the approval for the Air-conditioning Works, Owners must first submit to the Executive Committee the following documents relating to the Air-Conditioning Works:-
 - a. plans and drawings;
 - b. specifications;
 - c. structural diagrams; and/or
 - d. any other document reasonably required by the Executive Committee

Maintenance

- vi. Owners must properly maintain and keep the common property to which the Air-conditioning Works are erected in a state of good and serviceable repair.
- vii. Owners must properly maintain and keep the Air-conditioning Works in a state of good and serviceable repair and must replace the Air-conditioning Works (or any part of them) as required from time to time.
- viii. To the extent that s 62(3) is applicable, the Owners Corporation determines it is inappropriate to maintain, renew, replace or repair any common property affected by the Air-conditioning Works proposed under this By-Law.

Insurance

- ix. Before commencing the Air-conditioning Works Owners must provide written evidence that the tradesman are duly licensed and insured in accordance with items A, B, C and D effect the following insurances in the joint names of the Owner and Owners Corporation;
 - a. contractors all works insurance;
 - b. insurance required under the Home Building Act 1989 (if required);
 - c. workers compensation insurance; and
 - d. public liability insurance in the amount accepted by the Executive Committee

Liability

- x. Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Air-conditioning Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- xi. Owners 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 Air-conditioning Works on the common property including liability under section 65(6) in respect of any property of the Owner.

- xii. The Air-conditioning Works and their maintenance and repair must be undertaken at the cost of the Owner.

Owners Fixtures

- xiii. The Air-conditioning Works shall remain the Owners' fixtures.

Right to Remedy Default

- xiv. If an 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 parcel to carry out that work and recover the costs of carrying out that work from the Owner.

Noise

- xv. An owner or occupier must not use a unit in breach of the Protection of the Environment Operations Act 1997, or any other applicable statute.

Special By-Law 10 Hard surface flooring

PART 1

GRANT OF RIGHT

1.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions subject to the conditions in Part 3.

THIS BY-LAW TO PREVAIL

1.2 If there is any Inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 - DEFINITIONS AND INTERPRETATION

2.1 Definitions

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

- a. **Act** means the *Strata Schemes Management Act, 1996* (NSW).
- b. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- c. **Building** means the building situated at 120 Saunders Street, Pyrmont.
- d. **Council** means City of Sydney Council.
- e. **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* (NSW) (if any); and
 - iii. workers' compensation insurance.

- f. **Hard Surface Flooring** means the installation any hard surface flooring including floating floors, timber floor boards, parquetry, natural or reconstituted stone or a tile that does not impact on the common property of the scheme.
- g. **Lot** means any lot in strata plan 46801.
- h. **Owner** means the owner(s) of the Lot.
- i. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 46801.

2.2 Interpretation

In this by-law, unless the context otheiwise requires:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in Act;
- d. references to legislation include references to amending and replacing legislation;
- e. reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- f. references to any Works under this by-law include, where relevant, the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

PART 3 - CONDITIONS

3.1 Prior to commencement of the Works

Prior to the installation of Hard Surface Flooring, the Owner shall:

- a. provide the following information to the Owners Corporation in respect of the proposed installation:
 - i. a diagram depicting the location of all parts of the Hard Surface Flooring;
 - ii. sufficient documentation that the proposed system and its installation process will meet or exceed a Field Impact Isolation Class (FIIC) rating of 60 or higher; and
 - iii. the manufacturer or supplier's brochure setting out the specifications of the Works;
- b. obtain written approval (based on the information provided in paragraph (a) above) for the location, type, size, sound and energy rating of the Hard Surface Flooring from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld, and, in this regard, the executive committee is expressly authorised to give such approval;
- c. obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- d. effect and maintain insurance and provide a copy to the Owners Corporation.

3.2 Compliant Works

To be compliant under this by-law, the Hard Surface Flooring so approved must:

- a. be in keeping with the appearance and amenity of the Building in the opinion of the Owners

Corporation;

- b. meet or exceed a Field Impact Isolation Class (FIIC) rating of 60 or higher;
- c. not be installed through or attached to windows or brick walls; and
- d. be manufactured and designed to specifications for domestic use.

3.3 During installation of the Hard Surface Flooring

During the process of the installation of the Hard Surface Flooring, the Owner must:

- a. use duly licensed employees, contractors or agents to conduct the installation;
- b. ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- c. ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- d. ensure that any electricity or other services required to install the Hard Surface Flooring are installed so they are connected to the Lot's electricity supply;
- e. carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- f. perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- g. transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- h. protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- i. ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner and In this event the Owner must rectify that interference or damage within a reasonable period of time;
- j. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- k. not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

3.4 After installation of the Works

3.4.1 After the installation of the Hard Surface Flooring is completed, the Owner must without unreasonable delay:

- a. notify the Owners Corporation that the installation of the Hard Surface Flooring has been completed;
- b. notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation 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 installation, including certification from a qualified acoustic engineer that the completed installation of the Works complies with the sound rating criteria specified in clause

3.2(b) and the Works are not likely to interfere by-law 14.1;

- d. provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- e. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The Owners Corporation's right to access the Lot arising under this by law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

3.5 Enduring rights and obligations

The owner must:

- a. not vary the works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;
- b. use reasonable endeavours to cause as little disruption as possible when using the Hard Surface Flooring;
- c. ensure that any electricity or other services required to operate the Hard Surface Flooring are installed so they are connected to the Lot's electricity supply;
- d. remain liable for any damage to lot or common property arising out of or in connection with the installation Hard Surface Flooring (or their use) and will make good that damage immediately after it has occurred;
- e. comply with all directions, orders and requirements of any Authority relating to the use of the Works;
- f. ensure the Hard Surface Floor does not cause water to escape or water penetration to lot or common property (including the Lot); and
- g. indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use.

3.6 Noise

3.6.1 After the installation of the Hard Surface Flooring, if there are any complaints about noise transmission through or from the floor in that Lot, the Owners Corporation may require the Owner to provide the Owners Corporation with, a certificate from a qualified acoustic engineer acceptable to the owners Corporation which states that the qualified acoustic engineer has tested the Hard Surface Flooring to ensure that its installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under 3.4.1 (c).

3.6.2 That the Owner will immediately rectify any Hard Surface Flooring that is subsequently found not to comply with the conditions set out in this by-law, including the rating listed in clause 3.2(b)

3.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. recover the costs of such work from the Owner as a debt due; and
- c. recover from the Owner the amount of any fine or fee which may be charged to the owners Corporation for the cost of any inspection, certification or order.

3.8 Ownership of Works

The Hard Surface Flooring will always remain the property of the Owner.

3.9 Applicability

In the event that the Owner desires to remove the Hard Surface Flooring installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Special By-Law 11

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 12

Safety compliance and fire service call out

PART 1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in the by-laws applicable to the scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the powers, authorities, duties and functions to

1.1.1 inspect the Lots for the purposes of compliance with Safety Regulations; and

1.1.2 recover the costs from the Owners on the conditions set out in Part 3.

THIS BY-LAW TO PREVAIL

1.2 If there is any inconsistency between this by-law and the applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building.
- c. **Building** means the building situated at 120 Saunders Street, Pyrmont NSW 2009.
- d. **Fire Service Call-Out** means any call-out in relation to emergency fire safety services to strata scheme 46801, including, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
- e. **Levy Register** means the levy register maintained in accordance with clause 23 of the *Strata Schemes Management Regulation 2016*.

- f. **Lot** means any lot in strata plan 46801.
- g. **Occupier** means any person in lawful occupation of the Lot.
- h. **Owner** means the owner of the Lot from time to time.
- i. **Permitted Person** means a person in the strata scheme with the express or implied consent of an Owner or Occupier.
- j. **Safety Regulations** means the rules or regulations put in place by the owners corporation or an Authority to ensure safety in the strata scheme.

2.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the 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.

PART 3

SAFETY REGULATIONS

3.1 An Owner or Occupier must ensure that it complies with all Safety Regulations.

3.2 An Owner or Occupier must, upon written notice by the owners corporation, provide access within a period specified in the notice to a person authorised by the *Environmental Planning and Assessment Act 1979* to inspect their lot for the purposes of ensuring compliance with the Safety Regulations.

3.3 If an Owner or Occupier fails to comply with clause 3.2, the owners corporation may recover from the Owner or Occupier all costs associated with administering any subsequent inspections to ensure compliance with clause 3.2.

FIRE SAFETY SERVICES CALL-OUT

3.4 An Owner or Occupier shall not:

- a. without lawful excuse or cause, make, or cause to be made; or
- b. request, prompt or provoke without lawful excuse or cause,
 - a Fire Services Call-Out.

3.5 An Owner or Occupier who makes, or causes to be made, a Fire Services Call-Out in contravention of clause 3.4 hereof shall reimburse the owners corporation for all costs incurred with respect to that call-out.

3.6 or the avoidance of doubt, the reference to costs in clause 3.5 above includes (but is not limited to) the costs of attendance at the strata scheme of any fire brigade, ambulance, police, security or other servicemen involved as a result of the Owner or Occupier's making, or causing to be made, the Fire Services Call-Out.

3.7 An Owner or Occupier must reimburse the owners corporation for all costs of any Fire Services Call-Out made, or caused to be made, by a Permitted Person in contravention of clause 3.5.

RECOVERY OF COSTS AND OTHER EXPENSES FOR CALL-OUT

3.8 The owners corporation shall serve a notice on an Owner or Occupier who has contravened clause 3.2 and/or clause 3.4 requiring payment of the costs. The Owner or Occupier shall make such payment to the owners corporation within twenty eight (28) days from the service of the notice.

3.9 If an Owner or Occupier fails to comply with any obligation under this by-law:

- a. the owners corporation may recover the costs of enforcement of this by-law and, any other costs payable under this by-law, from the Owner or Occupier as a debt due (and may include reference of that debt in the Levy Register for the Lot); and
- b. the Owner or Occupier acknowledges and agrees that any such debt under this by-law, if not paid at the end of one (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 under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

Special By-Law 13 Child proof window locks

Part 1 - PREAMBLE

1.1 This by-law is made pursuant to Division 2 of Part 7 to the Act.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:

- a. install Child Window Safety Devices; and
- b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

- a. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- b. when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- c. any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

PART 2- GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3 - DEFINITIONS & INTERPRETATION

3.1 Definitions

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

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

- c. **Building** means the building situated at 120 Saunders Street, Pyrmont. NSW 2009.
- d. **Child Window Safety Device** means the installation of:
- i. a device which allows a window to be locked with a maximum opening of 125mm;
 - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii), to Non-compliant Windows.
- e. **Non-compliant Window** means any openable window in the building where:
- i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- f. **Lot** means any individual lot in strata plan 46801.
- g. **Owner** means owner of a Lot.

3.2 Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation; and
- e. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 4 - INSTALLATION OF CHILD WINDOW SAFETY DEVICE

- 4.1 The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.
- 4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.
- 4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4.4 The owners corporation must comply with the *Home Building Act 1989* where relevant.
- 4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- 4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 4.7 The owners corporation may, if it chooses to do so engage a third party contractor to perform the

duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5 - ACCESS

5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122(2) of the Act, to access the Lot for the purpose of:

- a. installing the Child Window Safety Devices; and
- b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

PART 6- MAINTENANCE, REPAIR AND REPLACEMENT

6.1.1 The Owners acknowledge and agree that:

- a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
- b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(d) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- a. the owners corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
- b. Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;

If the Owner or any occupant of the lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

Special By-Law 14 Security and access keys

PART 1

GRANT OF POWER

1.1 In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the following powers, authorities, duties and functions on the conditions in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

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

- a. Access Key mean any key or security pass allowing access or passage to any of the facilities or lots at the Building including electronic fobs, access cards etc.
- b. Act means the Strata Schemes Management Act 2015.
- c. Building means the building situated at 120 Saunders Street, Pyrmont 2009 NSW.
- d. Building Manager means the building manager for Strata Plan No. 46801 as engaged by the Owners Corporation from time to time.
- e. Lot means any lot in Strata Plan No. 46801.
- f. Owner means the owner of the Lot.
- g. Owners Corporation means the owners corporation constituted upon the registration of Strata Plan No. 46801 pursuant to the Act.
- h. Security Equipment means audio visual cameras or other audio visual surveillance equipment used for the purpose of monitoring the security of the Building.

Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any term in this by-law will have the same meaning as those defined in the Act;
- d. a reference to the Owners Corporation includes the Building Manager, Strata Managing Agent, any member of the strata committee or such person authorised by the Owners Corporation from time to time;
- e. a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- f. to the extent of any inconsistency between the by-laws applicable to Strata Plan No. 46801 and this by-law, the provisions of this by-law shall prevail; and
- g. references to legislation include references to amending and replacing legislation or any instrument made under such legislation.

2.3 If any provision or part of a provision of this by-law may be read or interpreted in such a way as to be void, invalid or otherwise unenforceable, it is to be read or interpreted to avoid the provision or part of provision being void, invalid or otherwise unenforceable.

2.4 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.

PART 3

CONDITIONS

Security of the Building

3.1 The Owners Corporation must take reasonable steps to ensure the Building is protected against intruders, fires and other hazards and in order to meet and maintain this obligation the Owners Corporation may:

- a. Install Security Equipment for the security of the strata scheme;
- b. Authorise the Building Manager or any other facilities or security personnel to operate or monitor the Security Equipment.

3.2 The Owners or Occupiers must not:

- a. Interfere with the Security Equipment; or
- b. Do any thing that may prejudice the security or safety of the strata scheme, including but not limited to:

- i. Permitting short-term guests to occupy the Lot in breach of Special By-law 15;
- ii. Permitting non-residents to enter the Building who are not known to the Owner;
- iii. Providing Access Keys to non-residents;
- iv. Blocking passageways, fire stairs or common property areas that may restrict or otherwise limit access to and from the Building in an emergency;
- v. Leaving doors open or unlocked; and
- vi. Leaving fire doors open.

Provision of Access Keys

3.3 The Owners Corporation shall provide Access Keys as follows:

- a. One Access Key shall be provided to each person noted on any tenancy agreement under the Residential Tenancies Act 2012; and
- b. One Access Key to each Owner; and
- c. One Access Key to any other person approved by the Strata Committee.

3.4 Notwithstanding the above, unless otherwise approved in writing by the Strata Committee a maximum of [4] Access Keys may be provided to any one Lot at any one time.

3.5 Each Owner acknowledges that he has been provided with a set of Access Keys by the Owners Corporation.

3.6 An Owner or occupier:

- a. acknowledges that he shall use his best endeavours to minimise and to avoid losing, misplacing or damaging the Access Key;
- b. is liable for any cost of losing, misplacing or damaging an Access Key;
- c. is responsible for an Access Key that is lost, misplaced or damaged by his invitees to the Building; and
- d. must not copy, duplicate or replicate the Access Key that is provided to him.

3.7 An Owner who leases their Lot must include in any tenancy agreement a clause requiring the return of Access Keys to the Owner upon termination or conclusion of the tenancy agreement.

Replacement of Access Keys

3.8 An Owner or occupier who loses, misplaces or damages an Access Key may make a request to the Strata Managing Agent or Building Manager that a replacement Access Key (Replacement Key) be provided, and such request must be made in writing.

3.9 Prior to the issue of any Replacement Key, the Owner or occupier must pay to the Owners Corporation a fee to cover the cost of replacement.

General Conditions

3.10 The Owners Corporation may demand that an Owner or occupier produce all Access Keys in his possession for inspection.

3.11 All unauthorised copied, duplicated or replicated Access Keys other than an Access Key provided under this by-law found in the possession of an Owner or occupier must be immediately surrendered to the Owners Corporation.

3.12 An Owner or occupier who loses, misplaces or damages an Access Key and requires the attendance of a locksmith to his Lot for the purpose of gaining access to his Lot indemnifies and shall keep indemnified, the Owners Corporation against all loss and damage including but not limited to any personal injury or death arising from or in connection with the attendance of a locksmith engaged by the Owner or occupier.

Default

3.13 If the Owner and/or occupier fails to comply with any obligation under this by-law, the Owners Corporation may:

- a. request, in writing, that the Owner and/or occupier complies with the terms of it;
- b. may exercise any rights available to the Owners Corporation against the Owner or occupier, jointly and severally, and to recover the costs of such exercise from the Owner and/or occupier as a debt due to the Owners Corporation; and
- c. may, where a non-owner or non-occupier is found to be in possession of an Access Key, restrict access or cancel that particular Access Key.

Special By-Law 15

Short-term letting

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Divisions 2 and 3 of Part 7 of the Strata Schemes Management Act 2015.

1.2 This by-law is to prevent short-term letting without prior consent from Sydney City Council and to regulate the short-term letting of those owners for whom consent has been granted.

PART 2

DEFINITIONS & INTERPRETATION

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

- a. Act means the Strata Schemes Management Act 2015;
- b. Council means City of Sydney Council;
- c. LEP means Sydney Local Environmental Plan 2012;
- d. Lot means each and every lot in the Strata Scheme.
- e. Occupier means the occupier for the time being of the Lot;
- f. Owner means the respective owner of a Lot from time to time;
- g. Owners Corporation means the Owners Corporation constituted upon registration of Strata Plan No 46801;
- h. Restricted Use means using a Lot for purposes such as short-term letting, a serviced apartment, bed and breakfast accommodation, back-packer accommodation and any leasing arrangement not covered or sanctioned by the Residential Tenancies Act 2012;
- i. Strata Scheme means the strata scheme relating to Strata Plan No. 46801 located at 120 Saunders Street, Pyrmont NSW 2009.
- j. Short Term Letting means any lease less than 6 months; and
- k. Zone means Zone RI General Residential, pursuant to the LEP.

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- e. references to legislation include references to amending and replacing legislation;
- f. a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- g. a reference to an Occupier includes that Occupier's invitee; and
- h. to the extent of any inconsistency between the by-laws applicable to Strata Plan No. 46801 and this by-law, the provisions of this by-law shall prevail.

- i. 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.

PART 3

GRANT OF RIGHT

3.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in Part 4.

PART 4

USE OF LOT

4.1 An Owner or Occupier acknowledges and agrees that the Strata Scheme is located within the Zone and, within the Zone, consent is required for use of a Lot for a Restricted Use.

4.2 An Owner or Occupier acknowledges Council has the responsibility for enforcing the LEP.

4.3 An Owner or Occupier who wishes to enter into a use of the nature referred to in clause 4.1 hereof, or an agreement of a kind referred to in section 8(1)(h) of the Residential Tenancies Act 2010 must:

- a. Seek written consent from the Owners Corporation as owner of the Strata Scheme;
- b. lodge an application for development consent;
- c. obtain any necessary approvals from the Council;
- d. provide a copy of the development consent and approval from the Council to the Owners Corporation; and
- e. provide a notice under section 258 of the Act detailing each tenancy of the Lot.

4.4 In the absence of the relevant development consent or otherwise in breach of the zoning restrictions:

- a. an Owner or Occupier can be prosecuted by the Council and may thereafter receive substantial fines; and
- b. an Owner or Occupier may be restrained by a Court order from using a Lot for such purposes.

4.5 An Owner or Occupier must ensure that their respective Lot is not used for any purpose that:

- a. is a prohibited use under the Zone applicable to the Strata Scheme under the LEP;
- b. is a permitted use requiring consent under the zone applicable to the Strata Scheme under the LEP where no such consent has been granted by Council or any other relevant consent authority;
- c. any occupancy, including but not limited to lease, licence or agreement, that is not a Residential Tenancy Agreement under the Residential Tenancies Act 2010 (NSW) or to which the Residential Tenancies Act 2010 (NSW) does not apply;
- d. is a use prohibited by law;
- e. is not in accordance with the conditions of the development consent;
- f. is not in accordance with the provisions of the BCA; or
- g. contravenes the essential safety of the building including, but not limited to, fire evacuation requirements.

4.6 An Owner or Occupier must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or the LEP.

PART 5

REGULATORY PROVISIONS

5.1 An Owner or Occupier must at the time of entering into any agreement or permitting the occupation of a Lot by anyone other than the owner provide a copy of this by-law to the other person.

5.2 Notwithstanding the provisions of section 258 of the Act and, in addition to the requirements of that section, an Owner or Occupier will give to the Owners Corporation a notice specifying the names of any occupiers, the period of their occupancy, and the date of anticipated termination of the occupancy for each occupier.

5.3 The Owners Corporation, strata committee or strata managing agent may serve a notice to an Owner or Occupier requiring that person to provide the evidence sufficient to prove the Lot(s) so owned or occupied is/are not for a use prohibited by clause 4.2.

5.4 An Owner or Occupier who receives notice in accordance with clause 5.3 must comply with that notice and serve a written response to the Owners Corporation within 14 days of service of that notice.

5.5 A failure to comply strictly with clause 5.4 is:

- a. a breach of this by-law irrespective of whether or not the Owner or Occupier has complied with any other terms of this by-law; and
- b. deemed to be reasonable grounds for an Owners Corporation, strata committee or strata managing agent to believe that a Lot is not being used in accordance with Part 4 for the purposes of clause 5.6.

5.6 If on reasonable grounds the Owners Corporation, strata committee or strata managing agent believes a Lot is not being used in accordance with Part 4, the Owners Corporation, strata committee or strata managing agent may, without limitation to any other steps that may be taken, serve a notice on an Owner or Occupier:

- a. comply with this by-law;
- b. within 7 days of service of that notice serve a written response on the Owners Corporation providing:
 - i. evidence sufficient to prove the Lot(s) so owned or occupied is not being used for a Restricted Use; and
 - ii. evidence sufficient to prove the Lot(s) so owned or occupied is being used for a Restricted Use, but prior consent has been granted to the Owner by the Council in accordance with the LEP.
- c. access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach of the LEP or this by-law;
- d. upon service of the notice provided for in clause 5.3 hereof, the Owner or Occupier must provide access to the lot to the Owners Corporation, including by its agents or employees, within twenty four (24) hours of such service.

5.7 An Owner or Occupier of a lot who receives notice in accordance with clause 5.3 must comply strictly with that notice.

5.8 An Owner or Occupier who has been issued with more than 2 notices under clause 5.3 within a 12 month period is deemed to have failed to comply with this by-law for the purposes of clause 5.9 and 5.10.

5.9 If an Owner or Occupier fails to comply with clause 5.7 or is deemed to have failed to comply with by law this under clause 5.8, the Owners Corporation, strata committee or strata managing agent may do any one or more of the following:

- a. without notice deactivate or cancel any access keys, security keys, fobs, access cards or other devices provided by the Owners Corporation to the Owner to access the common property;
- b. serve a notice on the Owner specifying the costs, fees and expenses incurred by the Owners Corporation in enforcing this by-law;
- c. refuse to reactivate or reinstate any access keys, security keys, fobs, access cards or other devices provided by the Owners Corporation to the access the common property until such time as the Owner or Occupier has provided:

- i. evidence sufficient to prove the lot(s) so owned or occupied is not being used for a Restricted Use;
- ii. evidence sufficient to prove the Lot(s) is being used for a Restricted Use or other lawful use, but prior consent has been obtained by the Owner from the Council in accordance with the LEP; and
- iii. payment of any costs, fees and expenses incurred by the Owners Corporation's in enforcing this by-law; and
- d. refer the Owner to Council or any other relevant authority.

5.10 In addition to clause 5.9, if an Owner or Occupier fails to comply with any obligation under this by-law the Owners Corporation may:

- a. request, in writing, that the Owner or Occupier comply with the terms of it;
- b. serve a notice on the Owner or Occupier pursuant to section 146 of the Act;
- c. take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
- d. recover its costs, fees and expenses incurred in enforcing this by-law on the Owner or Occupier.

5.11 For the purposes of clauses 5.9(b), 5.9(c)(iii) and 5.10(d):

- a. the strata committee or strata managing agent may serve on the Owner or Occupier a certificate stating the costs, fees and expenses incurred by the Owners Corporation;
- b. a certificate issued in accordance with subparagraph (a) shall be conclusive proof of the costs, fees and expenses incurred by the Owners Corporation; and
- c. the amount contained in a certificate issued under this clause is due and payable within one (1) month of service of said certificate.

5.12 Any amount recoverable against an Owner or Occupier are due and payable by the Owner or Occupier at the end of one (1) month from the Owners Corporation serving notice on the Owner or Occupier of said amount.

5.13 Any amount recoverable against an Owner or Occupier of a lot under this by-law bears simple interest at an annual rate of 10% one (1) month from the date the amount is due and payable.

5.14 The Owners Corporation may recover as a debt any amount recoverable against an Owner or Occupier if not paid at the end of one (1) month after the amount(s) is due and payable together with any interest thereon and costs and expenses of the Owners Corporation incurred in recovering that amount.

5.15 An Owner or Occupier shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or Occupier failing to comply with this by-law.

Special By-Law 16 Regulation of alcohol consumption on common property

PART 1

PREAMBLE

1.1 In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions to regulate the use and/or consumption of alcohol on the common property.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

- a. Act means the Strata Schemes Management Act 2015;
- b. Authority means any government, semi-government, statutory, judicial, quasi judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal;
- c. Building means the building situated at 120 Saunders Street, Pyrmont NSW 2009;
- d. Lot means a lot in Strata Plan No 46801;
- e. Occupier means the occupier for the time being of a Lot;
- f. Owner means the owner for the time being of a Lot; and
- g. Owners Corporation means the owners corporation constituted upon the registration of Strata Plan No 46801.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires or permits:

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. a reference to the Owners Corporation includes the strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- e. references to legislation include references to amending and replacing legislation;
- f. a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- g. a reference to an Occupier includes that Occupier's invitee;
- h. to the extent of any inconsistency between the by-laws applicable to Strata Plan No 46801 and this by-law, the provisions of this by-law shall prevail; and
- i. 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.

PART 3

GRANT OF RIGHT

3.1 In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions to regulate consumption of alcohol on the common property.

PART 4

RESTRICTIONS

4.1 Alcohol must not be consumed or carried in an open vessel on or in the following common property areas:

- a. Foyers;
- b. Lifts
- c. Hallways and passageways; and
- d. Car parks.
- e. The swimming pool;
- f. The gymnasium;
- g. Courtyards; and
- h. Gardens or grassed areas.

4.2 An Owner or Occupier may consume alcohol in the following areas, provided consent is obtained in accordance with clause 4.3 below:

- a. The swimming pool area;
- b. The gymnasium;
- c. Common property courtyards;
- d. Common property gardens or grassed areas; or
- e. The barbeque area.

4.3 If an Owner or Occupier wishes to consume alcohol in one of the areas listed at 4.2 above, they must obtain written consent from the strata committee and must ensure as follows:

- a. All alcohol is contained in plastic and no glass bottles or glasses are used;
- b. All rubbish must be removed from the area immediately;
- c. No alcohol is to be consumed between the hours of 10pm and 7am; and
- d. The consumption of alcohol must not interfere with other Owners or Occupiers and the reasonable enjoyment of their Lots.

4.4 Consent under clause 4.3 can be obtained through the building manager, who will liaise with the strata committee on behalf of an Owner or Occupier and will notify the Owner or Occupier of the strata committee's decision.

PART 5

ENDURING OBLIGATIONS

5.1 An Owner or occupier must ensure that their invitees comply with the restrictions of this by-law at all times.

5.2 An Owner or occupier must comply with any reasonable directions of the owners corporation, the strata committee or the building manager given under this by-law.

Special By-Law 17

Use of recreational facilities

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Divisions 2 and 3 of Part 7 of the Strata Schemes Management Act 2015, as amended

PART 2

DEFINITIONS & INTERPRETATION

Definitions

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

- a. Act means the Strata Schemes Management Act 2015.
- b. Authority means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- c. Building means the building situated at 120 Saunders Street, Pyrmont NSW 2009.
- d. Lot means any lot in Strata Plan No 46801.
- e. Occupier means the occupier of the Lot from time to time.
- f. Owner means the owner of the Lot from time to time.
- g. Owner Corporation means the owners corporation constituted upon the registration of Strata Plan No 46801.
- h. Recreational Facilities means the common property swimming pool, gymnasium, sauna, courtyards, gardens, grassed areas, rooftop entertainment areas, barbeque facilities and any

other common property facility the owners corporation deem by way of resolution to be a Recreational Facility from time to time.

Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- e. references to legislation include references to amending and replacing legislation;
- f. a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- g. a reference to an Occupier includes that Occupier's invitee;
- h. to the extent of any inconsistency between the by-laws applicable to Strata Plan No 46801 and this by-law, the provisions of this by-law shall prevail; and
- i. 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.

PART 3

GRANT OF POWER

3.1 Subject to Part 4 of this by-law, the Owners Corporation shall have the additional powers and functions set out in this by-law to regulate the storage of goods on common property including use of the Storage Room.

PART 4

CONDITIONS

USE OF RECREATIONAL FACILITIES

4.1 The Owners acknowledge the Recreational Facilities are to be used by Owners and Occupiers of the strata scheme only, and accept that the recreational Facilities are not to be used for any commercial purpose by any person.

4.2 A proprietor or occupier of a Lot shall not permit his invitees to use the parcel's swimming pool, spa or sauna, unless accompanied by a proprietor or occupier.

4.3 The Recreational Facilities may be used by children or invitees of an Owner or Occupier noted on the strata roll, provided always they are accompanied by that particular Owner or Occupier or prior written consent has been provided to the Owner or Occupier by the Building Manager that the children or invitees may use the Recreational Facilities unaccompanied by the owner or occupier.

4.4 The Recreational Facilities are available for use at times to be determined by the Strata Committee from time to time

PART 5

ENDURING OBLIGATIONS

5.1 An Owner or Occupier must comply with any reasonable directions of the Owners Corporation given under this by-law.

PART 6

DEFAULT

- 6.1 Should the Owner or Occupier fail to comply with any obligation under this by-law:
- a. the Owners Corporation may request, in writing, that the Owner or Occupier complies with the terms of the by-law and the Owner or Occupier must take all reasonable steps to comply with the Owners Corporation's request;
 - b. the Owners Corporation may recover from the Owner and Occupier, jointly and severally, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or Occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.
 - c. the Owners Corporation may restrict access to recreational facilities.

Special By-Law 18 Minor renovations

PART 1

DEFINITIONS & INTERPRETATION

- 1.1 In this by-law:
- a. **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
 - b. **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:
 - i. installing or replacing wood or other hard floors; and
 - ii. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.
 - c. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 46801.
 - d. **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.
- 1.2 In this by-law a word which denotes:
- a. the singular includes plural and vice versa;
 - b. any gender includes the other genders;
 - c. any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
 - d. references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHTS

- 2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

Special By-Law 19 Common Property memorandum

Owners Corporation responsibilities for repair, maintenance or replacement

1. Balcony & courtyards

- a. columns and railings
- b. doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
- c. balcony ceilings (including painting)
- d. security doors, other than those installed by an owner after registration of the strata plan
- e. original tiles and associated waterproofing, affixed at the time of registration of the strata plan
- f. common wall fencing, shown as a thick line on the strata plan
- g. dividing fences on a boundary of the strata parcel that adjoin neighbouring land
- h. awnings within common property outside the cubic space of a balcony or courtyard
- i. walls of planter boxes shown by a thick line on the strata plan
- j. that part of a tree which exists within common property

2. Ceiling & roof

- a. false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)
- b. plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)
- c. guttering
- d. membranes

3. Electrical

- a. air conditioning systems serving more than one lot
- b. automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller
- c. fuses and fuse board in meter room
- d. intercom handset and wiring serving more than one lot
- e. electrical wiring serving more than one lot
- f. light fittings serving more than one lot
- g. power point sockets serving more than one lot
- h. smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under Environmental Planning and Assessment Act 1979)
- i. telephone, television, internet and cable wiring within common property walls
- j. television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property
- k. lifts and lift operating systems

4. Entrance door

- a. original door lock or its subsequent replacement
- b. entrance door to a lot including all door furniture and automatic closer
- c. security doors, other than those installed by an owner after registration of the strata plan

5. Floor

- a. original floorboards or parquet flooring affixed to common property floors
- b. mezzanines and stairs within lots, if shown as a separate level in the strata plan
- c. original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan
- d. sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

6. General

- a. common property walls
- b. the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)
- c. any door in a common property wall (including all original door furniture)
- d. skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)
- e. original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan
- f. ducting cover or structure covering a service that serves more than one lot or the common property
- g. ducting for the purposes of carrying pipes servicing more than one lot
- h. exhaust fans outside the lot
- i. hot water service located outside of the boundary of any lot or where that service serves more than one lot
- j. letter boxes within common property
- k. swimming pool and associated equipment
- l. gym equipment

7. Parking & garage

- a. carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan
- b. electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot
- c. garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot
- d. mesh between parking spaces, if shown by a thick line on the strata plan

8. Plumbing

- a. floor drain or sewer in common property
- b. pipes within common property wall, floor or ceiling
- c. main stopcock to unit
- d. storm water and on-site detention systems below ground

9. Windows

- a. windows in common property walls, including window furniture, sash cord and window seal
- b. insect-screens, other than those installed by an owner after the registration of the strata plan
- c. original lock or other lock if subsequently replacement by the owners corporation

Lot Owner responsibilities for repair, maintenance or replacement

1. Balcony & courtyards

- a. awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan
- b. that part of a tree within the cubic space of a lot

2. Ceilings & roof

- a. false ceilings inside the lot installed by an owner after the registration of the strata plan

3. Electrical

- a. air conditioning systems, whether inside or outside of a lot, which serve only that lot
- b. fuses and fuse boards within the lot and serving only that lot
- c. in-sink food waste disposal systems and water filtration systems

- d. electrical wiring in non-common property walls within a lot and serving only that lot
- e. light fittings, light switches and power point sockets within the lot serving only that lot
- f. telephone, television, internet and cable wiring within non- common property walls and serving only that lot
- g. telephone, television, internet and cable service and connection sockets
- h. intercom handsets serving one lot and associated wiring located within non-common walls

4. Entrance door

- a. door locks additional to the original lock (or subsequent replacement of the original lock)
- b. keys, security cards and access passes

5. Floor

- a. floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
- b. lacquer and staining on surface of floorboards or parquetry flooring
- c. internal carpeting and floor coverings, unfixed floating floors
- d. mezzanines and stairs within lots that are not shown or referred to in the strata plan

6. General

- a. internal (non-common property) walls
- b. paintwork inside the lot (including ceiling and entrance door)
- c. built-in wardrobes, cupboards, shelving
- d. dishwasher
- e. stove
- f. washing machine and clothes dryer
- g. hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)
- h. internal doors (including door furniture)
- i. skirting boards and architraves on non-common property walls
- j. tiles and associated waterproofing affixed to non-common property walls
- k. letterbox within a lot
- l. pavers installed within the lot's boundaries
- m. ducting cover or structure covering a service that serves a single lot

7. Parking & garage

- a. garage door remote controller
- b. garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
- c. light fittings inside the lot where the light is used exclusively for the lot
- d. mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the Dividing Fences Act 1991 applies)

8. Plumbing

- a. pipes, downstream of any stopcock, only serving that lot and not within any common property wall
- b. pipes and 'S' bend beneath sink, laundry tub or hand basin
- c. sink, laundry tub and hand basin
- d. toilet bowl and cistern
- e. bath
- f. shower screen
- g. bathroom cabinet and mirror
- h. taps and any associated hardware

9. Windows

- a. window cleaning – interior and exterior surfaces (other than those which cannot safely be

- accessed by the lot owner or occupier)
- b. locks additional to the original (or any lock replaced by an owner)
- c. window lock keys

Strata Scheme 46801

Special By law 20

Moving Furniture & other objects across common areas

- a. An owner or occupier must not transport any furniture or large object through common property within the building unless sufficient notice has first been given to Building Management, so as to enable a representative to be present at the time when the owner or occupier does so.
- b. An owner or occupier must comply with any rules or policy adopted by the owners corporation under this by-law for moving in or out of the building, including a refundable fee of \$300 (or such other fee as fixed by the owner corporation from time to time) for the purposes of repair of any damage caused to common property during a move.
- c. The refundable deposit may be replaced by certificates of currency of a moving company's public liability insurance (minimum \$20 million) and their general insurance.