

Lodger Details

Lodger Code 502740G
Name GRACE LAWYERS PTY LIMITED
Address L 12, 160 SUSSEX ST
SYDNEY 2000
Lodger Box 1W
Email GUY.BARKER@GRACELAWYERS.COM.AU
Reference [GL 253230] SP9

Land Registry Document Identification

AV525299

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP93411	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP93411
Other legal entity

Meeting Date

18/09/2025

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 9

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP93411
Signer Name ANNA HAHM
Signer Organisation GRACE LAWYERS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 20/10/2025

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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/SP93411				
(B) LODGED BY	<table><tr><td>Document Collection Box</td><td>Name PAUL NG Company GRACE LAWYERS PTY LTD Address PO BOX Q112, QVB, NSW 1230 E-mail paul.ng@gracelawyers.com.au Contact Number 02 9284 2700 Customer Account Number 502740 Reference GL 253230</td></tr></table>	Document Collection Box	Name PAUL NG Company GRACE LAWYERS PTY LTD Address PO BOX Q112, QVB, NSW 1230 E-mail paul.ng@gracelawyers.com.au Contact Number 02 9284 2700 Customer Account Number 502740 Reference GL 253230	<table><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box	Name PAUL NG Company GRACE LAWYERS PTY LTD Address PO BOX Q112, QVB, NSW 1230 E-mail paul.ng@gracelawyers.com.au Contact Number 02 9284 2700 Customer Account Number 502740 Reference GL 253230				
CODE CH					

- (C) The Owner-Strata Plan No. 93411 certify that a special resolution was passed on 18/9/2025
- (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. NOT APPLICABLE
- Added by-law No. SPECIAL BY-LAW 9
- Amended by-law No. NOT APPLICABLE
- as fully set out below :

SEE ANNEXURE "A"

- (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. 93411 was affixed on 13 October 2025 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : 

Name : Maddison Grove

Authority : Strata Manager on behalf of SP 93411

Signature : _____

Name : _____

Authority : _____



Electronic signature of me, Maddison Grove affixed
at my direction on 13 October 2025 at 11.00am

“A”

STRATA PLAN No 93411

By-Laws



Level 12, 160 Sussex Street, Sydney NSW 2000

PO Box Q112, QVB NSW 1230

Tel: 02 9284 2700



Electronic signature of me, Maddison Grove affixed
at my direction on 13 October 2025 at 11.00am

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ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH
STRATA SCHEME 93411

SP93411 – “CHEVALIER” 145 ROSS STREET, FOREST LODGE NSW 2037

Consolidated By-Laws

A. About the By-Laws

Purpose of the By-Laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.

Who must comply with the By-Laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

B. Exclusive Use By-Laws (if any)

Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing common property, the Exclusive Use By-Laws make Owners responsible for the common property of which they exclusively use or have the benefit.

Interpreting this Section

In this by-law, “you”, means an Owner who has the benefit of an Exclusive Use By-Law.

How to Change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from an Exclusive Use By-Law.

Occupiers may Exercise Rights

You may allow another Owner or an Occupier to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

Regular Accounts for your Costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your Administrative Fund or Capital Works Fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

Repairing Damage

You must repair damage you cause (or someone acting on your behalf causes) to common property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under an Exclusive Use By-Law.

Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law

Additional Insurances

In addition to your obligations under By-Law 15, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

USE OF LOTS

1. Residential Use

1.1 Residential Lots can only be used by Owners or Occupiers as follows:

- (a) residential use or by leasing subject to the *Residential Tenancies Act, 2010*. Other short term uses such as temporary rental of rooms, serviced apartments tourist accommodation or the like, backpacker use are not permitted;
- (b) that no more than two adult people may occupy any bedroom;
- (c) no bedroom or other living areas may contain more than two beds. This excludes children's beds, cots and bassinets;
- (d) use of rooms for sleeping accommodation, other than rooms designated in the Development Approval as bedrooms, is prohibited;
- (e) bedrooms must not be further divided, screened or partitioned in any way;
- (f) the total number of adults residing in one Residential Lot must not exceed twice the number of approved bedrooms; and

- (g) Owners, tenants or the Owners Corporation must not advertise or permit an agent or building manager to advertise a Residential Lot for short term accommodation or share accommodation.

1.2 By-Law 1.1 is a Council prohibition and any variation or repeal of this by-law will be a contravention of the terms of the Council's Development Approval.

1.3 Home occupation, if permitted under the zoning, is not prohibited by this by-law.

2. Leasing of Residential Lots

2.1 Owners must ensure that:

- (a) the letting of any lot is recorded under the terms of a residential lease under the *Residential Tenancies Act, 2010* and must be for a period of at least 3 months;
- (b) that any leasing agent is made aware of the restrictions on use imposed under By-Law 1 and 2.1;
- (c) all reasonable endeavours are taken to ensure compliance with By-Law 1; and
- (d) that a copy of these by-laws, as registered, is attached to any residential lease entered into (this is also a requirement of the *Residential Tenancies Act, 2010*).

2.2 By-Law 2.1(a) is a Council requirement and any variation or repeal of this by-law will be a contravention of the terms of the Council's Development Approval.

3. Floor Coverings

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

3.2 If an Owner is replacing a floor finish within a Lot with material that is not carpet, the minimum sound transmission standard to be achieved for the floor finish must be the following standards set by the Australian Association of Acoustical Consultants (AAAC):

Hard Floor Finishes 5 Star Rating

Soft Floor Finishes 6 Star Rating

or any other equivalent standard as set by the AAAC (or other equivalent or replacement body) from time to time.

3.3 An Owner who wishes to change any flooring within a Lot must:

- (a) first apply to the Strata Committee for approval to change the flooring, which will not be unreasonably withheld, provided the application contains sufficient information to enable the Strata Committee to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied; and
- (b) prior to the installation of the flooring, make payment to the Owners Corporation to cover the cost of carrying out the acoustic testing, by a qualified acoustic

consultant to be nominated by the Strata Committee; and

- (c) following installation of the flooring, provide the Strata Committee with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with. The acoustic report must be completed within 30 days of the completion of the flooring installation.

3.4 Any Owner who replaces any flooring installed by the Original Owner takes sole responsibility for the cost of installation, repair, maintenance and replacement of the new floor covering and is solely responsible to the Owners Corporation if this by-law is not complied with.

3.5 Occupiers may not apply to the Strata Committee for permission to change floor coverings. Because of the provisions of By-Law 3.4, all applications must come from Lot Owners.

4. Keeping of Animals - REPEALED

5. Noise

An Owner or Occupier of a Lot must not create any noise within a Lot or on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property.

6. Cleaning Windows, Louvres and Doors

6.1 An Owner or Occupier of a Lot must keep clean all glass in windows and all doors and all louvres and window shrouds and pergolas on the boundary of the Lot, including so much as is Common Property if those windows, louvres and doors can be safely accessed by the Owner or Occupier from within his or her own Lot.

6.2 The Owners Corporation is responsible for the cleaning of all other glass and Building elements that are unable to be safely accessed from the Lot.

6.3 Fixed and sliding louvres, privacy screens and shrouds and pergolas on the external façade and balconies of the building are integral to the architectural integrity of the building, are for the benefit of the apartment adjacent to them and must be repaired, maintained and replaced by the Owners Corporation.

7. Garbage Disposal and Recycling

7.1 The strata scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier:

- (a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
- (b) must promptly remove anything which the Owner or Occupier may have spilled in

the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

- 7.2 The Original Owner will enter into a garbage and waste removal contract with an appropriate contractor or contractors and to assign or novate any contract/s to the Owners Corporation. The Owners Corporation may accept the assignment or novation (as the case may be) of any contract at the First Annual General Meeting or enter into similar arrangements as decided at the meeting and, must maintain appropriate garbage removal contracts throughout the life of the strata scheme. The cost of any contract/s must be shared between the lots on a unit entitlement basis.
- 7.3 The dumping of large rubbish or illegal items (as may be determined by the Strata Committee acting reasonably) in garbage rooms is prohibited.
- 7.4 Owners and Occupiers are liable for any damage caused to any other person or property following a breach of this By-Law.

8. Curtains etc

- (a) Any blind, curtain, shutter or other treatment in a window or door, which faces public or common areas, must appear white or off-white from the outside of the Building.
- (b) Vertical venetian or slatted blinds are prohibited as window treatment in any window or door. Plantation shutters and holland blinds are permitted.
- (c) Owners and Occupiers must obtain the consent of the Owners Corporation before applying any film or other similar treatment to the windows or doors and if approved, must ensure that the treatment is in keeping with the overall appearance of Chevalier.

9. Air Conditioning in the Building

Within Individual Lots

- 9.1 All Air Conditioning Equipment is owned by and is the sole responsibility of the relevant Lot Owner, whether that equipment is located within a Lot or within Common Property.
- 9.2 Each Lot Owner:
 - (a) must maintain, repair or replace the Air Conditioning Equipment as necessary;
 - (b) bears the sole responsibility of insuring the Air Conditioning Equipment;
 - (c) must comply with the requirements of any competent authority including those outlined in the Development Approval regarding the operation of the Air Conditioning Equipment; and
 - (d) must repair damage to Common Property or the property of Lot Owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.
- 9.3 Each Lot Owner has exclusive use and enjoyment of any part of the Common Property on or in which his or her Air Conditioning Equipment is located.

Within Common Property

- 9.4 Where air conditioning services common areas, the Owners Corporation owns the Air Conditioning Equipment installed.
- 9.5 The Owners Corporation:
- (a) must maintain, replace or repair the Common Property Air Conditioning Equipment as necessary;
 - (b) bears the sole responsibility of insuring the Common Property Air Conditioning Equipment;
 - (c) must comply with the requirements of any competent authority regarding the operation of the common property Air Conditioning Equipment; and
 - (d) must repair damage to Common Property or the property of Lot Owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.
- 9.6 The cost of insuring, maintaining, servicing and replacing of the Air Conditioning Equipment servicing common property is borne by the Owners on a unit entitlement basis.
- 9.7 If Owners or Occupiers breach the requirements of By-Laws 9.1, 9.2 or 9.3, the Owners Corporation has the right without notice to enter into any lot to repair or rectify any breach or to repair or replace any part of the equipment located on common property and to recover the cost of doing so as a debt against the owner.

10. Kitchen Exhausts

- 10.1 Each Lot Owner is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust from within their Lot excluding the outlet on the balcony (if applicable).
- 10.2 The Owners Corporation is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust ducting within Common Property and the outlets. The kitchen exhaust outlets are externally ducted to an area above the balcony or through the façade of the building.

11. Hot Water Systems

- 11.1 The Owner of each Lot:
- (a) has a special privilege to connect to and use the Common Property hot water system;
 - (b) must not interfere with the operation of the common property hot water system; and
 - (c) must comply with any directions given by the Owners Corporation in relation to the use and operation of the common property hot water system.
- 11.2 The Owners Corporation must operate, maintain, repair and replace the hot water system in accordance with the Building Code of Australia.

11.3 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

11.4 Individual Lot Owners will be billed directly and separately for gas used to heat water. Individual Lot Owners will be billed directly and separately for the cost of water supply.

12. Installation of Audio/Audio Visual Equipment/Other Fixtures/Fittings to Interlot Walls and Ceilings

12.1 Owners and Occupiers must obtain the consent of the Executive Committee before installing or attaching any audio or audio visual equipment or other fixtures or fittings to the interlot wall or ceiling of a Lot.

12.2 The Executive Committee must consent to the proposed installation or attachment if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity of the wall and ceilings will not be compromised by the proposed installation.

12.3 Following installation of any equipment, the Lot Owner must provide the Executive Committee certificate/s from the structural and acoustic engineer that all works and installations have not compromised the structural or acoustic integrity of the walls or ceiling affected.

12.4 In undertaking any works to walls, whether intertenancy walls or otherwise:

- (a) Owners or Occupiers must satisfy themselves as to whether the relevant wall or ceiling can bear the load of the equipment being installed; and
- (b) Owners or Occupiers must not cut into fire rated walls (e.g. to conceal cabling or wiring) unless the works comply fully with the requirements of the Building Code of Australia to preserve the fire rating of the wall or ceiling.

13. Building Works

13.1 Notice to Owners Corporation

An Owner must not alter the structure of a Lot without giving to the Owners Corporation at least 14 days notice.

13.2 The notice under By-Law 13.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed alterations;
- (b) the nature and extent of the proposed alterations; and
- (c) whether any Common Property will be affected.

13.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

13.4 The Strata Committee is entitled to impose a requirement of payment of a bond (by deposit of cash or credit card details) to cover any injury or damage to any part of the Building or any person or personal property during the carrying out of works or

transporting tools or machinery and other objects through common property.

14. Structural Support in the Building

- 14.1 An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.
- 14.2 The Owners Corporation may delegate the granting of consent under this by-law to the Strata Committee.

15. Change in Use of Lot to be Notified

- 15.1 An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in 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).
- 15.2 Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the relevant Council zoning or codes and if Council consent is required for any change of use, consent must be obtained and a copy of the Council consent must be furnished to the Owners Corporation.
- 15.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

16. Storage of Inflammable Liquids and Other Substances and Materials

- 16.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Strata Committee, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 16.2 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.

17. Security Keys

- 17.1 The Executive Committee may restrict access to the Building or parts of the Building by means of Security Keys.
- 17.2 The Executive Committee must make Security Keys available to:
- (a) Owners and Occupiers; and
 - (b) persons authorised by the Executive Committee or Owners Corporation.

- 17.3 The maximum number of Security Keys to be provided pursuant to By-Law 17.2 is two keys plus two keys for every bedroom in a lot.
- 17.4 The Security Keys provided to persons under By-Law 17.2 need only provide access to the parts of the Building which those persons are entitled to access.
- 17.5 The Strata Committee may charge a reasonable fee for a Security Key required by an Owner of a Lot and retain a bond/deposit in relation to issue of Security Keys.
- 17.6 An Owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Strata Committee.
- 17.7 A person to whom a Security Key is made available must:
- (a) not duplicate or copy the Security Key;
 - (b) immediately notify the Strata Committee if the Security Key is lost, stolen or misplaced;
 - (c) when requested by the Strata Committee, immediately return the Security Key to the Strata Committee; and
 - (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

18. Signage

- 18.1 Owners or Occupiers must not, without the consent of the Strata Committee, erect flags, banners, advertising or other signs on or within the Lots, including courtyards that are visible from outside the Building. This restriction includes, without limitation, signs that advertise that the Lot is for sale or available for lease.
- 18.2 The Strata committee may require Owners or Occupiers of Lots to take down any Sign servicing their Lots that is unauthorised or does not comply with this By-Law or any other condition imposed by the Strata Committee. If any direction by the Strata Committee to remove a sign is breached or ignored by the Owner or Occupier, the Strata Committee may remove or procure the removal of the offending sign at the cost of the relevant Owner or Occupier.

19. Electrical

Owners or Occupiers must not overload the electrical facilities provided to their Lots. If overloading occurs, all costs associated with repairs to the Lot or the Building are the sole responsibility of the party causing the overload.

20. Integrity of Fire Systems

- 20.1 Owners and Occupiers must not interfere with or damage any fire safety device or equipment nor activate any device except in the case of emergency or where there is risk of damage or injury to the parcel or any person within the parcel.

20.2 Owners and Occupiers must:

- (a) immediately notify the Owners Corporation of defective, damaged or malfunctioning fire safety devices or equipment;
- (b) immediately notify a fire protection agency or the Fire Brigade if there is any fire or similar hazard within the parcel;
- (c) promptly notify the Owners Corporation of a risk or fire hazard within the parcel;
- (d) must not change the type of lock installed on the front door to any Lot nor add any additional lock, door closer or peep hole to the front door, except in accordance with By-Law 42.3. This is because, for fire safety access reasons, all doors in the Building must have similar locking devices;
- (e) notify the Owners Corporation before changing any lock to any other door in a Lot or adding additional locking devices to any other door in a Lot;
- (f) on receiving notice from the Owners Corporation that an inspection is required, provide access to the Lot to the Owners Corporation (or any appointed agent or inspector) for the purpose of inspecting, testing, repairing or replacing any fire safety devices or equipment.
- (g) allow annual access to the Lot by a person nominated by the Owners Corporation for the purposes of annual fire safety inspections of the Lot.

20.3 Despite the provisions of this by-law, Owners and Occupiers are at all times responsible for the proper maintenance, servicing and repair of any smoke detectors located within their Lots.

20.4 If Owners or Occupiers breach this by-law, the Owners Corporation has the right to enter into any Lot to repair or rectify any breach and to recover the cost of doing so as a debt against the Owner.

20.5 If any Owner or Occupier activates any alarm within his or her Lot or on common property which is a false alarm (whether this was done deliberately, accidentally or negligently), the Owners Corporation is entitled to recover the cost of attending to the alarm as debt against the Owner.

20.6 The Owners Corporation is entitled to delegate any of its powers under this by-law to the Executive Committee or to any other relevant person or entity (e.g. caretakers, building managers or concierges).

21. Storage Spaces

21.1 Storage spaces are located in a sprinkled basement. Owners and Occupiers store items in storage spaces at their own risk.

21.2 As storage areas may be located in basement areas, these areas may be subject to wetting. Therefore Owners and Occupiers should not store items directly on the floor or directly against walls.

21.3 The Owners Corporation and each Owner or Occupier must ensure that the Sprinkler Area is always kept clear in accordance with AS2118 as amended or replaced from time to time. Should Owners or Occupiers fail to keep the Sprinkler Area clear as

required, the Owners Corporation has the right without notice to enter the Lot and, at the cost of the Owner, move and store items to ensure compliance with this by-law.

- 21.4 Also, the storage spaces are designed to facilitate airflow and should not be sealed or tightly curtained.
- 21.5 Items in storage cages should not be stored to ceiling height so as to interfere with sprinkler heads and should be stored away from any existing motorised dampers and exhaust vents.
- 21.6 Owners or Occupiers must not store anything flammable, explosive, dangerous or perishable within a storage space.
- 21.7 Owners or Occupiers must allow access on or through their storage space by a person nominated by the Owners Corporation for the purposes of repair, maintenance, and or testing of any building system including but not limited to sprinklers, motorised dampers and exhaust vents and repairs and maintenance to plenum areas.

BALCONIES AND COURTYARDS

22. Drying of Laundry Items

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

23. Appearance of Lot and Balcony

The Owner or Occupier of a Lot must not store or display any item in a Lot or on a balcony which is visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the rest of the Building.

24. Balconies/Courtyards/Ground Level Planters

- 24.1 Balconies/courtyards within the Building are not to be enclosed by any screens, blinds, wind-breaks, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation and the Council. This by-law does not cover any screens, blinds, windbreaks, wind or sunscreens or similar structures that were installed by the Original Owner as permitted by the Development Approval.
- 24.2 An Owner or Occupier must keep all landscaping within their lot and balconies/courtyards clean, tidy and well maintained and repair or reinstate any common property damaged by the landscaping within their lot.
- 24.3 Should Owners or Occupiers fail to repair or reinstate common property in accordance with By-Law 24.2, the Owners Corporation has the right without notice to enter the lot and repair or reinstate the common property at the cost of the owner.
- 24.4 If there are planter boxes on or within a balcony/courtyard of a Lot, an Owner or Occupier must:
- (a) properly maintain the soil and landscaping in the planter boxes; and

- (b) ensure the planter is regularly watered via the irrigation system (if provided); and
- (c) maintain and repair the planter and associated irrigation system (if provided); and
- (d) when watering the plants or soil make sure that the water does not go onto Common Property or another Lot; and
- (e) not change plant types to plant types that are materially different from the planting on all visible balconies (this is to maintain visual consistency and to prevent aggressive tree species causing damage to waterproofing).

24.5 Should Owners or Occupiers fail to maintain the soil, soil condition, irrigation system (if provided) and/or plants in planter boxes, the Owners Corporation has the right to enter the Lot and maintain and reinstate, at the cost of the Owner, the planter boxes, including all components to restore them to their original condition.

24.6 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

Metal Cladding

24.7 Owners and Occupiers must:

- (a) use reasonable care to avoid injury or damage to persons or their belongings caused by metal cladding forming part of a balcony (Metal Cladding) becoming hot in warm temperatures; and
- (b) not place or install any item onto or through any Metal Cladding forming part of a balcony without the written consent of the Owners Corporation.

24.8 Owners and Occupiers must repair and maintain all Metal Cladding accessible from the lot in accordance with the processes approved by the Owners Corporation from time to time.

24.9 Should Owners or Occupiers fail to repair or maintain Metal Cladding, the Owners Corporation has the right to enter the Lot and maintain and reinstate, at the cost of the Owner, the Metal Cladding.

24.10 The owners corporation may delegate the granting of its consent under this by-law to the Strata Committee.

25. Landscaping

25.1 Where landscaping within Lots reaches or extends onto Common Property and is compatible with common landscaping on the Common Property, Owners and Occupiers must keep the planting consistent with the Common Property planting.

25.2 As a general rule, the theme of the landscaping throughout the Building is specified and approved by Council and the nature and theme of the landscaping should not be changed without Council approval.

26. Water on Balconies

26.1 Owners and Occupiers, when watering plants, washing windows or cleaning balconies must:

- (a) attempt to ensure that no water escapes from their balconies; and
- (b) not flush water or any waste down the balcony floor drain. These are designed to take minimal overflow only and are not for general drainage purposes or for overuse.

26.2 Owners and Occupiers are responsible for any damage caused to any other person, property, common property or Building plant and equipment caused by any breach of this By-Law.

27. Furniture and Possessions on Balconies

27.1 Owners and Occupiers of Lots must ensure that any furniture, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony and causing damage to the balcony and external interlot walls. Without limitation:

- (a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions and generally be of a quality and style in keeping with the quality and style of the Building;
- (b) all furniture must have suitable acoustic padding on legs so as to minimise excessive or offensive noise when being used or moved;
- (c) any umbrellas used must be weighted at the base;
- (d) umbrellas must never be left up when balcony is not in use or in high winds; and
- (e) all portable items (towels, toys, utensils should be removed from balcony or stored securely) when the balcony is not in use.

27.2 Owners and Occupiers are responsible for any damage or loss occasioned by items falling from their balconies.

27.3 For health and safety reasons items must never be placed on top of common property balustrades or walls or on ledges. All safety signage affixed to balconies or common property must be retained and maintained by the Owners Corporation.

28. Balcony and Courtyard Pavers/Drainage

28.1 Pavers on the balconies and courtyards are supported at each corner of the paver and therefore their weight bearing capability towards the centre of the paving stone is not as strong as at the support points.

28.2 Construction of the balconies and courtyards provided clearance for adequate drainage beneath the pavers but this area and the drainage holes in the pavers need to be kept clear of debris to ensure adequate drainage. A marker or opening in the paver will identify the location of a drainage outlet beneath a paver or in close proximity to the paver.

28.3 Overflow drainage outlets have also been provided to balconies and courtyards. These outlets must be maintained as designed to allow for any overflow drainage. Owners and Occupiers must not block any overflow outlet.

28.4 It is the responsibility of the Lot Owners to clean, maintain, repair and replace pavers

on balconies and courtyards.

- 28.5 If balcony and courtyard pavers are replaced, they must be replaced with pavers similar in appearance to the original pavers.
- 28.6 If an Owner or Occupier fails to comply with its obligations under this by-law the Owner or Occupier must repair or reinstate any damage to the common property, including the waterproofing membrane.
- 28.7 Should Owners or Occupiers fail to repair or reinstate common property in accordance with By-Laws 28.4 or 28.6, the Owners Corporation has the right without notice to enter the lot and repair or reinstate the common property at the cost of the Owner.

29. Satellite Dishes

Satellite dishes are not permitted on balconies or on any other part of the Lot that is visible from outside the Building.

CARPARKS

30. Vehicles

- 30.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation. Without limitation, this includes any Common Property parking spaces and service areas.
- 30.2 The Owners Corporation may delegate the granting of consent under this by-law to the Strata Committee.
- 30.3 Car parking spaces (including common property parking spaces), service vehicle bays and access driveways must be kept clear of goods and must not be used for storage purposes, including garbage storage.
- 30.4 By-Law 30.3 is a Council prohibition and any variation or repeal of this by-law will be a contravention of the terms of the Council's Development Approval.

31. Use of Carparking Space

- 31.1 On-site carparking spaces, except spaces for service vehicles and visitors must only be used by occupants of the Building.
- 31.2 Owners and Occupiers are not permitted to lease, licence or transfer ownership of any carparking space or motorcycle space to any person other than an occupant of the Building.
- 31.3 An Owner or Occupier of a lot must not cause or permit a boat, trailer or unregistered vehicle to be parked (or remain parked), or any other item which the Owners Corporation considers may be hazardous, in a car parking space or motorcycle space and must immediately on demand of the Owners Corporation remove from the lot any boat, trailer or unregistered vehicle so parked in breach of this by-law that is owned by them, is in their possession, or is under their control.
- 31.4 Owners:
- (a) may install one bollard within each car space forming part of their lot to the

specification prescribed by the Owners Corporation.

- (b) must keep the bollard in good repair;
- (c) bear the sole responsibility of insuring the bollard;
- (d) must repair any damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any bollard;
- (e) must not restrict access for servicing requirements; and
- (f) must make application to the Owners Corporation who may not withhold or refuse an application if it addresses all items above and the bollard is in a form and style consistent with existing or planned bollards.

31.5 Each Lot Owner has exclusive use and enjoyment of any part of the common property on or in which his or her bollard is located.

31.6 A motorcycle space must only be used for parking one motorcycle or scooter and that motorcycle or scooter must be currently registered, in good working order and actively used at least on a weekly basis.

32. Adaptable Spaces

32.1 Certain car spaces within the Building are adaptable spaces, created to be used by persons with impaired mobility. Some of these spaces are created in “pairs” within the basement parking areas of the building. This by-law applies only to those spaces.

32.2 Each “pair” of adaptable spaces has an area of common property between them (**Pair**). This area is marked “CP(a)” on the Strata Plan.

32.3 Each Pair has joint exclusive use and enjoyment of the common property marked (a) that is located between each of the spaces (**Space**).

32.4 The Space is intended so that the user of the adjacent space has additional room and facility to move in and out of motor vehicles. Each Space must be kept clear of any objects that would impede the intended use of the Space and without limitation, must not be used for additional parking or storage.

32.5 The Space may be fitted with a bollard or similar device to ensure compliance by By-Law 32.4.

32.6 The relevant Owner or Occupier of the car space adjoining the Space is liable for any damage caused to the Space or any locking device within the Space that they damage. The Owners and Occupiers of the car spaces adjoining the Space are jointly liable for keeping the Space clean and tidy and free of impediment to use. Otherwise, the Owners Corporation is liable for the repair and maintenance of the Space and any bollard or locking device installed within the Space.

32.7 The provisions of Part B of these by-laws apply to this by-law.

33. Common Property Carparking

33.1 Common Property carspaces as may be provided within the Building (or within

Precinct 2) are provided for the following purposes and must not be used for any other purpose:

- (a) carspace/s designated for sole use under a car share scheme;
- (b) spaces designated for the parking of motorcycles;
- (c) carspace/s designated for the sole purpose of car washing; and/or
- (d) carspace/s designated for the purpose of parking service vehicles.

33.2 There is no visitor carparking within the Building. This is a Council prohibition and any variation or repeal of this by-law to create visitor parking or grant exclusive use of the spaces will be a contravention of the terms of the Council's Development Approval.

Car Share Schemes

33.3 There are two car share scheme car parking spaces within Common Property of Precinct 2 ("**Car Share Spaces**"). The Car Share Spaces are shared with the Owners of Lots within Precinct 2.

33.4 The Original Owner may enter into an initial arrangement with a recognised car share scheme operator and assign or novate any contract/s to the Owners Corporation. The Owners Corporation may accept the assignment or novation (as the case may be) or any contract at the First Annual General Meeting. Otherwise, it may be required to enter into a similar arrangement with a recognised car share scheme. It is a requirement of the Development Approval that Car Share Spaces must:

- (a) be offered to the car share operator at no cost to the car share operator; and
- (b) be retained by the Owners Corporation for this purpose and must not be sold or leased to any individual Owner or Occupier nor use granted to any individual or Occupier by any other means.

33.5 Motorcycle Spaces

- (a) Motorcycles parked in Motorcycle Parking Spaces must be currently registered, in good working order and actively used at least on a weekly basis.
- (b) Motorcycles that are permanently parked in Motorcycle Parking Spaces without being used will be removed by the Owners Corporation at the Owner or Occupier's expense.
- (c) Unregistered motorcycles that are in a state of disrepair must not be stored in any Bicycle Storage Area, Motorcycle Parking Bays or any other part of Common Property.

Car Wash Bay

33.6 Owners or Occupiers may use any designated car wash bay:

- (a) between the hours of 7.00am to 10.00pm or other hours nominated by the Strata Committee; and
- (b) only for the purpose of washing cars.

33.7 By-Law 33.6(b) is a Council prohibition and any variation or repeal of this by-law will be a contravention of the terms of the Council's Development Approval.

33.8 When using the car wash bay, an Owner or Occupier must:

- (a) not unreasonably obstruct the use of the car wash bay by other Owners and Occupiers;
- (b) not leave his or her car parked in the car wash bay for any longer than is reasonably necessary for washing the car;
- (c) ensure any water splashing does not affect any adjoining car spaces;
- (d) turn off all taps used; and
- (e) leave the car wash bay clean and tidy.

Service Vehicle Bay

33.9 Service vehicle bays may only be used by the Owners Corporation unless otherwise approved by the Owners Corporation.

33.10 Approval by the Owners Corporation may be granted to an Owner or Occupier for the following:

- (a) Contractors or rental vehicles assisting with move ins;
- (b) Contractors assisting with modifying a terrace or apartment; or
- (c) Contractors assisting with repairs to a terrace or apartment.

33.11 A request must be submitted by the Owner or Occupier to the Owners Corporation at least 3 days prior to the date the service vehicle bay is required.

33.12 The service vehicle bay and surrounding areas must be left in a clean and tidy manner after the use of the service vehicle bay by a contractor.

34. Storage of Bicycles

34.1 An Owner or Occupier must not:

- (a) permit any bicycle to be stored in the common property except in designated areas; nor
- (b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the Owners Corporation from time to time, except for the purpose of accessing storage areas within the Building.

34.2 Owners and Occupiers storing bicycles in designated storage areas do so at their own risk.

34.3 Bicycles that are in a state of disrepair must not be stored in any Bicycle Storage, or any other part of Common Property

35. Bonnet Boxes

35.1 Owners and Occupiers:

- (a) may install one bonnet box within each car space forming part of their lot to the specification prescribed by the Owners Corporation;
- (b) must keep the bonnet box in good repair;
- (c) must ensure that no items are stored on top of the bonnet box or are placed in the bonnet box in such a way as to prevent the bonnet box from closing fully;
- (d) bear the sole responsibility of insuring the bonnet box;
- (e) must repair any damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any bonnet box;
- (f) must not restrict access to the plenum for servicing requirements;
- (g) must ensure that the Sprinkler Area is always kept clear in accordance with AS2118 as amended or replaced from time to time. Should owners fail to keep the Sprinkler Area clear as required, the Owners Corporation has the right without notice to enter the lot and, at the cost of the Owner, move the bonnet box to ensure compliance with this by-law; and
- (h) must make application to the Owners Corporation who may not withhold or refuse an application if it addresses all items above and the bonnet box is in a form and style consistent with existing or planned bonnet boxes.

35.2 Each lot owner has exclusive use and enjoyment of any part of the common property on or in which his or her bonnet box is located.

COMMON PROPERTY AND BEHAVIOUR ON COMMON PROPERTY

36. Green Roof Area

- 36.1 The landscaped Green Roof Area on the roof of the Building is established as a requirement of the Development Approval.
- 36.2 The Green Roof Area is not for the use of Owners or Occupiers of the Building. The only access to these areas is for maintenance by authorised personnel only.
- 36.3 The Green Roof Area must be preserved and maintained by the Owners Corporation at the cost of the Owners Corporation.
- 36.4 This by-law cannot be amended or repealed without the written consent of the Council.

37. Roof Areas (general)

- 37.1 The only access to roof areas is for cleaning/maintenance purposes by authorised personnel only.

- 37.2 Any person accessing the roof area with the authority of the Owners Corporation must adhere to any relevant access and safety requirements as issued by the Owners Corporation from time to time. At a minimum, these access and safety requirements should cover use of any access and safety systems installed within the Building; adherence to relevant occupational health and safety legislation or guidelines.

38. Moving furniture and other objects on or through Common Property

- 38.1 An Owner or Occupier of a Lot must not transport any furniture or large object through or on Common Property within the Building unless sufficient notice has first been given to the Strata Committee or any other delegate of the Strata Committee so as to enable protective covering to be installed in lifts and to enable a representative to be present at the time when the Owner or Occupier does so.
- 38.2 The Strata Committee is entitled to impose a requirement of payment of a bond (by deposit of cash or credit card details) to cover any injury or damage to any part of the Building or person or personal property during the moving of furniture and other objects through Common Property.

39. Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.

40. Damage to Lawns and Plants on Common Property

An Owner or Occupier of a Lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
- (b) use for his or her own purposes as a garden any portion of the Common Property.

41. Damage to Common Property

- 41.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.
- 41.2 An approval given by the Owners Corporation under By-Law 41.1 cannot authorise any additions to the Common Property.
- 41.3 This by-law does not prevent an Owner or person authorised by an Owner from installing:
- (a) any locking or peep hole or other safety device for protection of the Owner's Lot against intruders; or
 - (b) any structure or device to prevent harm to children,
- provided that such device, screen or structure complies with the relevant fire safety standards or code and the Owner provides the original Owner or Owners

Corporation, as the case may be, with a report signed by a qualified fire safety expert or other appropriate qualified person demonstrating that the device, screen or structure complies with the relevant fire safety standards or code.

41.4 Any such locking or safety device, 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.

41.5 Despite section 62 of the Management Act, 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 By-Law 41.3 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 By-Law 41.3 that forms part of the Common Property and that services the Lot.

41.6 The Owners Corporation may delegate any powers of approval under this By-Law to the Executive Committee.

42. Apartment Entry Door Modifications

42.1 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.

42.2 Alterations or modifications to apartment entry doors require prior approval in accordance with By-Law 41.1.

42.3 If an Owner or Occupier applies to the Owners Corporation for consent under this by-law, that Owner or Occupier must provide the Original Owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert demonstrating that the proposed alterations or modifications to apartment entry doors will comply with the relevant fire safety standards and/or code.

42.4 The Owners Corporation may delegate any powers of approval under this by-law to the Executive Committee.

43. Insect Screens

43.1 An Owner or Occupier must not install insect screens to an entry door to a Lot.

43.2 An Owner or Occupier may install insect screens which face the exterior of the Building so long as the insect screen is finished in a powder coated finish and is the same colour as the window/door frame. Any enquiries in relation to the colour and finish should be directed to the Owners Corporation.

43.3 The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

44. Behaviour of Owners and Occupiers/Smoking

44.1 Smoking on or within common property is prohibited. Owners and Occupiers are

responsible for the actions of their visitors and invitees and must make them aware of this prohibition.

- 44.2 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.

45. Children Playing on Common Property in Building

- 45.1 An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.
- 45.2 Owners and Occupier must not permit any child of whom the Owner or Occupier has control to make excessive noise on Common Property or within Lots (e.g. open balconies) so as to disturb the peaceful enjoyment of other Owners and Occupiers.

46. Behaviour of Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier 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.

47. Depositing Rubbish and Other Material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

48. Notice Board

The Owners Corporation must cause a notice board to be affixed to some part of the Common Property, which must include the following as permanent notices:

On Street Loading Zones

On-street loading zones are public parking spaces and therefore cannot be managed by the Owners Corporation. Council prohibits the Owners Corporation from making any such arrangements.

The Notice Board is to include a Roads and Maritime Services (RMS) leaflet providing information on the use of Loading Zones

Council Resident Parking Permit Scheme

Signs reading “all owners, tenants and occupiers of this building are advised that they are not eligible to obtain an on-street resident parking permit from Council”.

49. Lifts

- 49.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all Building lifts installed within Common Property within the Building (Service Contract). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.
- 49.2 The cost of the Service Contract for the Building lifts is payable by all Lot Owners on a unit entitlement basis.
- 49.3 Owners and Occupiers must:
- (a) supervise children while using lifts; and
 - (b) obey the instructions regarding use and operation of lifts issued from time to time by the Executive Committee; and
 - (c) take all reasonable steps to ensure that any invitees to or Occupiers of their Lots are aware of the requirements of and comply with this by-law.
- 49.4 If an Owner or Occupier damages a lift or any part of the Common Property, that Owner or Occupier is responsible for the costs of repair to the Owners Corporation.

50. Access to Services and Plant and Equipment

- 50.1 Section 65 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under Section 65.
- 50.2 Owners and Occupiers of Lots must allow the Owners Corporation, the Strata Committee, its agents, employees or contractors access to their Lots for the purpose of carrying out any necessary works or servicing of the Building or its services, even when access to any plant, equipment or services is via that Owner or Occupier's Lot. The Owners Corporation, via the Strata Committee or the Strata Manager must except in the case of an emergency endeavour to give reasonable notice and make an appointment for any required access.

51. Rules

- 51.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation, use and enjoyment of the Common Property and the parcel.
- 51.2 The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.
- 51.3 The rules bind Owners, Occupiers and a mortgagee in possession of a Lot.

GENERAL

52. Other Service Agreements

- 52.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Approval or for the good order and management of the Building.
- 52.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the strata scheme.

53. Agreement with the Building Manager

- 53.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- 53.2 The agreement may have a term that expires no later than 5 years after the date of the first annual general meeting of the Owners Corporation. The Owners Corporation and the Building Manager may have rights to terminate the agreement early.
- 53.3 The agreement may specify the Building Manager duties, which may include:
- (a) caretaking, supervising and servicing the Common Property;
 - (b) supervision of cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (c) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson;
 - (d) supervising any Owners Corporation employees or contractors;
 - (e) supervising the Building generally;
 - (f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of the Building;
 - (g) managing and providing security keys and access cards;
 - (h) monitoring and calculating air conditioning consumption data;
 - (i) providing concierge service; and
 - (j) co-ordination of rubbish removal.
- 53.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of the Building.
- 53.5 Owners and Occupiers must not:
- (a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or

- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

54. Sewer Venting Services System

- 54.1 The Building incorporates sewer venting services from the basement levels of the building to the roof and is designed and installed in accordance with Australian Plumbing Standards.
- 54.2 The Owners Corporation must ensure the sewer venting services in the Building remain unaltered and operational at all times as per the approved design and installation which has been documented in the Work as Executed plumbing drawings in the Owners Corporation Manual.
- 54.3 The sewer venting services must not be altered, amended, changed, reconfigured, blocked, obstructed or affected in any way, without the prior written consent of the relevant authority Sydney Water Corporation.
- 54.4 If the Owners Corporation fails to comply with its obligations under this by-law, the relevant authorities, which include Sydney Water Corporation may complete any necessary works to the sewer venting services, including gaining immediate unrestricted access, to return the sewer venting services to its original configuration, to ensure its correct operation in accordance with their respective approval requirements which will be at the expenses of the Owners Corporation. If any approved authorities alterations are carried out to the sewer venting services then the amended work as executed plumbing drawings are to be submitted to the NSW Plumbing Regulator for their records.

55. Telecommunication Areas

- 55.1 Lot 112 in the building will be a Lot in the strata scheme that contains telecommunication equipment, installed for the supply of telecommunication services and mobile services generally to the local area.
- 55.2 The Lot 112 Owners have the special privilege to use Common Property to:
 - (a) install, lay, repair, replace, remove, renew, alter, maintain, upgrade and use:
 - i) electricity cables including to connect Lot 112 to the public electricity supply;
 - ii) communication and other cables, pipes, conduits, ducts and other telecommunication equipment, over, under or within the Building or land, required to service Lot 112 (together Telco Equipment); and
 - (b) install, place, repair, replace, remove, maintain and use, on the roof of the Building and within the Building to connect to Lot 112, any air-conditioning equipment required to service Lot 112 or the Telco Equipment (Telco Air-Conditioning Equipment). The provisions of By-Law 9 apply to the Telco Air-Conditioning Equipment.
- 55.3 The Lot 112 Owners have the exclusive use and enjoyment of:
 - (a) the Telco Equipment;

- (b) the Telco Air-Conditioning Equipment; and
- (c) the panels which form part of the façade of the Building (Telco Panels).

55.4 The Lot 112 Owners:

- (a) are responsible for the repair, maintenance and replacement of the Telco Panels; and
- (b) must ensure that if the Telco Panels or any of them are damaged or need replacement the architectural design form of the new panel or panels is the same as the Telco Panels being replaced so as to maintain the external appearance of the Building.

55.5 The Owners Corporation must allow the Lot 112 Owners and their agents and contractors to have access to such parts of the Building and land, the Telco Equipment, the Telco Air- Conditioning Equipment and the Telco Panels as are necessary for the purposes of this by- law and for operating, maintaining and repairing the telecommunication equipment in Lot 112 and the Telco Equipment provided that the relevant Lot 112 Owner informs the Owners Corporation or its representative of its attendance. In exercising its rights under this by-law the Lot 112 Owners must endeavour not to materially and substantially interfere with the rights of other Owners or Occupiers of the Building.

55.6 The Owners Corporation must not remove, interfere with, obstruct, interrupt or impede any Telco Equipment, Telco Air-Conditioning Equipment or the Telco Panes without the prior approval of the Lot 112 Owners.

55.7 Any installation carried out under this by-law must be carried out in accordance with all relevant legislation and with appropriate approvals from the relevant authorities, obtained at the cost of the relevant Lot 112 Owner.

55.8 The Owners Corporation must give the Lot 112 Owners notice before carrying out any repair and maintenance to Common Property areas immediately adjacent to Lot 112 or the Telco Equipment to enable the Lot 112 Owners to shut down any Telco Equipment within Lot 112 or the Building so that the Owners Corporation can carry out work safely.

55.9 The Owners Corporation must ensure that any work required to the areas of the Common Property referred to in By-Law 55.8 is carried out promptly and in a manner so as to cause as little inconvenience as possible to the Lot 112 Owners.

55.10 The Lot 112 Owners have the special privilege to have Lot 112 serviced or accessed from outside the Common Property or usual access routes within and on the Common Property. For example this may be done by:

- (a) swinging the arm of a cherry picker or crane located on the adjacent street, to enable servicing of anything within Lot 112 and the Telco Equipment. The arm of the cherry picker is permitted to swing across common property in order to gain access to Lot 112.

For the avoidance of doubt, it is the intent of this Special Privilege By-Law that it is not interpreted strictly or narrowly and that the special privilege extends to any servicing of Lot 112, the Telco Equipment, the Telco Air-Conditioning Equipment or the Telco Panels from the exterior of the Building by any similar means to those described in this by-law.

55.11 The Lot 112 Owners are solely responsible for all costs, liability and insurance (to be affected in accordance with its usual practices) in relation to the exercise of its rights under this by-law.

55.12 Each Lot 112 Owner indemnifies the Owners Corporation against any liability, loss, damage, costs or expenses incurred or suffered by the Owners Corporation which is caused solely and directly by:

- (a) a breach of these by-laws by that Lot 112 Owner;
- (b) the negligent act or omission of that Lot 112 Owner or an employee or agent of that Lot 112 Owner acting within the scope of their authority,

and the liability of each Lot 112 Owner under this indemnity is separate and neither Lot 112 Owner shall be liable under this indemnity in respect of any breach, act or omission of the other Lot 112 Owner or its employees or agents.

55.13 The indemnity provided by the Lot 112 Owners under By-Law 55.12 will not exceed \$20 million per event and in the aggregate.

55.14 The liability of the Lot 112 Owners to indemnify the owners corporation pursuant to By-Law 55.12 must be reduced proportionately to the extent that any act or omission of the Owners Corporation contributed to the liability, loss, damage, costs or expenses.

55.15 In defending or settling any claim, action or demand the subject of an indemnity under By-Law 55.12, the Owners Corporation must follow the relevant Lot 112 Owner's reasonable instructions.

55.16 The Owners Corporation must not settle any claim, action or demand the subject of an indemnity under By-Law 55.12 without obtaining the prior consent of the relevant Lot 112 Owner, and the Owners Corporation must take reasonable steps to mitigate any liability, loss, damage, costs or expenses including taking reasonable court action to defend any claim, action or demand made against the Owners Corporation.

56. Provision of Amenities or Services

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

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

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

56.3 The Owners Corporation may delegate entry of all or any service agreements to the

Strata Committee.

57. Electronic Service of Notices

The Owners Corporation and all persons authorised by it is entitled to serve notices of meetings, levy notices and all communications by electronic means.

58. Planters

58.1 Owners and Occupiers must comply with this by-law if a ground level planter forms part of their Lot.

58.2 Owners and Occupiers must:

- (a) provide the Owners Corporation with access to the planter to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws; and
- (b) keep the planter clean and tidy; and
- (c) maintain and repair the planter; and
- (d) keep the landscaping in the planter consistent with the nature, standard and quality of the common property landscaping.

58.3 If Owners and Occupiers do not comply with their obligations under this by-law, the Owners Corporation may undertake the maintenance, repair or replacement of the planter and the landscaping in the planter. The relevant Owners or Occupiers must pay the costs incurred by the Owners Corporation in connection with the maintenance of the planter and the landscaping in the planter. The Owners Corporation will be entitled to include those costs in the administrative fund contribution statements of any owner in default under this by-law (including if the default is by an Occupier)

DICTIONARY

Undefined strata title terms (e.g. "common property", "lot", "parcel", "strata scheme") have the same meaning as in the Management Act and the Freehold Act.

Air Conditioning Equipment means an air conditioner inside a lot or on or within the roof of the Building and includes air conditioning plant and equipment; pipes, wires, cables, coils, vents and ducts servicing air conditioning plant and equipment, but excludes filters.

Bicycle Storage Area means any areas of common property designated for bicycle storage.

Building refers collectively to Chevalier, being the building constructed within Precinct 4B at Ross Street, Forest Lodge.

Building Manager means the person or company appointed to manage the Building under the terms of these by-laws.

Council means the Council of the City of Sydney.

Development Approval means development approval No. DA2014/653 or any modification of it.

Exclusive Use By-Law means a by-law created pursuant to the Management Act whereby one or more Lot Owners have exclusive rights or privileges over part or parts of the Common Property.

Strata Committee has the same meaning as in the Management Act.

Freehold Act means the *Strata Schemes (Freehold Development) Act, 1973*.

Government Agency means any government, semi government or local government, statutory or public or other authority having jurisdiction over the Building. It includes the Council.

Green Roof Area means the area on the roof of the building.

Insect Screens means any fly screen or other external screen or door which is attached to windows or doors.

Lot 112 Owners mean the Owners or Occupiers of Lot 112 from time to time.

Management Act means the *Strata Schemes Management Act, 1996*.

Managing Agent means a person appointed by an owner to manage a residential lease over the lot.

Motorcycle Parking Bay means those areas of common property denoted as MP.

Original Owner means Mirvac Harold park Limited.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the Building.

Precinct 2 means the building called Eden, being the building constructed within Precinct 2 at Ross Street, Forest Lodge comprised in Folio Identifier CP/SP90256.

Residential Lots means any lot in the strata scheme that is designated by the Council and/or the Development Approval for residential purpose or use.

Security Keys means a key, magnetic card or other device or information used in Chevalier to open and close common property doors, gates or locks or to operate alarms, security systems or communication systems.

Sprinkler Area means the area 500mm immediately below all sprinklers.

Strata Manager has the same meaning as in the Management Act.

59. Exclusive Use for Interconnecting Door Lots 79 & 80 (AK720446P)

Exclusive Use – Lots 79 & 80

59.1 Subject to this by-law, the Owner of Lots 79 and 80 (Owner) may alter the Common Property wall between these lots (Inter-Tenancy Wall) to install a door from the bedroom of Lot 79 into Lot 80 (Inter-Tenancy Works).

59.2 Before carrying out the Inter-Tenancy Works, the Owner must:

- (a) provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that:
 - (i) the wall is not a structural wall; and
 - (ii) the proposed Inter-Tenancy Works and the method of carrying out the Inter-Tenancy Works will not adversely affect Common Property or other Lots (including services to those Lots) and will maintain fire compartmentalisation of the Lots and the Common Property.
- (b) obtain all necessary consents from Council and Government Agencies before carrying out the Inter-Tenancy Works; and
- (c) find out where service lines and pipes are located; and
- (d) obtain consent from the Owners Corporation if the Owner proposes to interfere with or interrupt services; and
- (e) if the Owner does not need consent to carry out the Inter-Tenancy Works, give the Owners Corporation a written notice describing what the Owner proposes to do at least 14 days before starting the Inter-Tenancy Works; and
- (f) if required, arrange with the Owners Corporation a suitable time and means by which contractors and any persons involved in the carrying out of the Inter-Tenancy Works are to access the Building for purposes associated with the Inter-Tenancy Works; and
- (g) 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 the Building; and
- (h) otherwise comply with the procedures in this by-law.

59.3 When carrying out the Inter-Tenancy Works the Owner must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Inter-Tenancy Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage the Owner (or persons carrying out the Inter-Tenancy Works for the Owner) cause to Common Property or the property of another Owner or Occupier.

59.4 Following completion of the Inter-Tenancy Works the Owner must provide the Owners Corporation with a structural engineers report certifying that this by-law has been complied with and in particular, that the fire compartmentalisation of the Lots and the Common Property have been maintained. If fire compartmentalisation of the Lots and the Common Property have not been maintained the Owners Corporation may undertake any necessary works to reinstate fire compartmentalisation of the Lots and Common Property at the cost of the Owner and may recover any money owed by the Owner under this by-law as a debt.

59.5 It is a condition of carrying out the Inter-Tenancy Works that the Owner:

- (a) carries out the Inter-Tenancy Works in the method certified by the structural engineer under By-Law 59.2; and
- (b) if appropriate, comply with Section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (c) comply with By-Laws 59.2 and 59.3; and
- (d) acknowledges for itself and future Owners of Lots 79 and 80 that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

Special By-Law 1 – Relocated Storage Cages (AP667670C)

Purpose of By-Law

- (1) This Common Property Rights By-Law relocates the assigned Storage Cage of each respective Lot, and grants Rights of Exclusive Use to part of the common property for the benefit of that Owner and assigns responsibility for part of the common property for which the Rights of Exclusive Use are conferred, in accordance with the conditions in this Common Property Rights By-Law.
- (2) The purpose of the relocation of the Storage Cages is to move the Storage Cages away from the drain that runs along the perimeter wall of Basement Level 2 that is periodically affected by the overflow of iron oxide.

Defined Terms and Interpretation

- (3) **“Lot”** is Lots 28, 30, 35, 45, 64 & 81 respectively on the strata scheme.
- (4) **“Owner”** means the Owner or Owners of the Lot from time to time on strata plan no. 93411
- (5) **“Rights of Exclusive Use”** means the rights to exclusively use part of the common property as set out below, and as identified in the Marked Strata Plan Diagram attached to this Common Property Rights By-Law and marked **“Annexure A”**

Relocated Storage Cage marked “PT28” on the Basement Level2 Floor Plan (previously designated motorcycle spaces. Total of 6 square meters as previously assigned)	Lot 28 on the Strata Plan 93411
Relocated Storage Cage marked “PT30” on the Basement Level2 Floor Plan (shifted 600mm inwards and away from the wall of Basement Level 2. Total square meters and dimension of Storage Cage unchanged)	Lot 30 on the Strata Plan 93411

Relocated Storage Cage marked “PT35” on the Basement Level2 Floor Plan (shifted 600mm inwards and away from the wall of Basement Level 2. Total square meters and dimension of Storage Cage unchanged)	Lot 35 on the Strata Plan 93411
Relocated Storage Cage marked “PT45” on the Basement Level2 Floor Plan (shifted 600mm inwards and away from the wall ofBasement Level 2. Total square meters and dimension of Storage Cage unchanged)	Lot 45 on the Strata Plan 93411
Relocated Storage Cage marked “PT64” on the Basement Level2 Floor Plan (shifted 600mm inwards and away from the wall of Basement Level 2. Total square meters and dimension of Storage Cage unchanged)	Lot 64 on the Strata Plan 93411
Relocated Storage Cage marked “PT81” on the Basement Level2 Floor Plan (shifted 600mm inwards and away from the wall of Basement Level 2. Total square meters and dimension of Storage Cage unchanged)	Lot 81 on the Strata Plan 93411

- (6) “**Storage Cage**” means the name given to the Owner’s relocated Lot storage cage on the scheme which includes part of common property for which the Owner(s) has been granted Rights of Exclusive Use, in order to move the original storage cages away from the drain that runs along the perimeter wall of Basement Level 2 that is periodically affected by the overflow of iron oxide, as identified in the ***Marked Strata Plan Diagram attached*** to this Common Property Rights By-Law and marked “**Annexure A**”.
- (7) In this Common Property Rights By-Law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-Law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (8) This by-law applies in conjunction with any existing relevant by-laws of the scheme, except the provisions of ***By-law 21 (Storage Cages)*** which prevail in respect of use of Storage Cages by Lot Owners

Grant of Rights of Exclusive Use

- (9) On the conditions set out in this Common Property Rights By-Law, the Owners Corporation provides its consent for the Rights of Exclusive Use granted to each respective Owner.

CONDITIONS

Creation of Relocated Storage Cages

- (10) The Owners Corporation shall be responsible for the cost of the proposed changes to the Storage Cages on a without prejudice basis and without admission of any liability.
- (11) When the Owners Corporation relocates the Storage Cage as specified in this by-law, the Owner must ensure that any personal items currently being stored in their existing storage cage is adequately protected, as the Owners Corporation shall not be responsible for those personal items.

Owner’s Enduring Obligations

Use of the Storage Cage

- (12) The Owner must only use the Storage Cages as specified in By-law 21 (Storage Cages).

Access to the Storage Cage

- (13) The Owner of each respective Lot must provide access to the Storage Cage, within a reasonable time, upon the request of the Owners Corporation in respect of common property issues that may arise within that the Storage Cage.

Maintenance and Repair

- (14) The Owner of each respective Lot shall be responsible for keeping the Storage Cage neat, tidy and in a state of good repair.
- (15) The Owner must notify the Owners Corporation in respect of any damage to the Storage Cage, to allow for prompt repair and maintenance.
- (16) If the Owner removes the Storage Cage or any part of the Storage Cage created under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible, including infilling any holes or markings caused by the installation of the Storage Cage.

Liability and Indemnity

- (17) The Owners Corporation will not be held responsible for the cost of any damage sustained to any personal items being stored in any of Storage Cage and will not be liable for any damage that may be incurred to any personal items stored in the Storage Cage in the future.
- (18) The Owner of each respective Lot indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the Storage Cage;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of use of the Storage Cage; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the Storage Cage.

Repair of Damage

- (19) The Owner of each respective Lot must, at the Owner's expense, make good any damage to the common property caused as a result of misuse of the Storage Cage assigned to their Lot, no matter when such damage may become evident, provided the damage is caused directly by the Owner or the Owner's tenant or visitor.
- (20) Any loss and damage suffered by the Owners Corporation as a result of the Owner or the Owner's tenant misusing the Storage Cage, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- (21) The Owners Corporation reserves the right to replace, rectify or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

NOTE:

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

Surveyor: TASY MORATIS
Surveyor's Ref: 110605 SP 4B
Subdivision No: 158/2016
Lengths are in metres, Reduction Ratio 1: 200

SP93411

0mm	20	30	40	50	60	70	80	90	100	110	120	130	140	150	Table of mm
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Special By-Law 2 – Lot 94 Window Tinting Works (AP667670C)

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to keep Window Tinting Works performed on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Window Tinting Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) **“Lot”** is Lot 94 on the strata scheme.
- (3) **“Owner”** means the owner or owners of the Lot from time to time on Strata Plan no. 93411.
- (4) **“Special Privileges”** means the privilege to keep Window Tinting Works that alter and add to the common property subject to the conditions of this Common Property Rights By-law.
- (5) **“Window Tinting Works”** means the alterations and additions, performed by the Owner (at the Owner’s expense and to remain the Owner’s fixture) to install window tint on all windows on the Lot.
- (6) In this Common Property Rights By-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (7) This Common Property Rights By-law applies in conjunction with any existing relevant by- laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

- (8) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Planning and Approvals

- (9) The Owner must, if required by law, obtain written approval for the Window Tinting Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Window Tinting Works.

Compliance with Codes

- (10) The Owner must ensure that the Window Tinting Works comply with all directions, orders and requirements of all relevant statutory authorities.
- (11) The Owner must ensure that the Window Tinting Works comply with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Window Tinting Works were undertaken.
- (12) The Owner must deliver to the Owners Corporation any documents or requisite certificates reasonably required by the Owners Corporation relating to the completion of the Window Tinting Works and the occupation of the Lot (for example, any necessary compliance certificate or occupation certificate).

Owner's Enduring Obligations

Maintenance and Repair

- (13) The Owner must, at the Owner's expense properly maintain the Window Tinting Works and keep them in a state of good and serviceable repair and when necessary renew or replace the Window Tinting Works as required.

Removal of the Window Tinting Works

- (14) In the event that the Window Tinting Works deteriorate and become an eyesore or detracts from appearance of the building, the Owners Corporation will have the right to enter the Lot and remove the tint if the Lot Owner fails to do so upon a reasonable request being made by the Owners Corporation and that the Owners Corporation shall be able to recover all costs associated with the removal from the Owner under this clause.
- (15) If the Owner moves out of the Lot (i.e. if the Lot is let or tenanted to any other person(s) other than the existing Owner), or if the Owner is no longer the registered Owner of the Lot, the Window Tinting Works must be removed, at the Owner's expense, and windows on the Lot must be restored and reinstated to as close to its original condition as possible
- (16) In the event that the Owner's medical grounds for keeping the Window Tinting Works change, for whatever reason, this Common Property Rights By-law is rescinded automatically and the Window Tinting Works must be removed, at the Owner's expense, and windows on the Lot must be restored and reinstated to as close to its original condition as possible.

Liability and Indemnity

- (17) The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Window Tinting Works undertaken;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Window Tinting Works undertaken; and

- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Window Tinting Works undertaken.
- (18) To the extent that Section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Window Tinting Works performed under this Common Property Rights By-law.

Repair of Damage

- (19) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Window Tinting Works no matter when such damage may become evident.
- (20) Any loss and damage suffered by the Owners Corporation as a result of performing and using the Window Tinting Works, including failure to maintain, renew, replace or repair the Window Tinting Works as required under this Common Property Rights By-Law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

- (21) The Owners Corporation reserves the right to replace or rectify the Window Tinting Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-Law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

- (22) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-Law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property Rights By-Law until such time as the Owner pays those costs.

Special By-Law 3 – Lot 1- Installation of Fence and Gate (AQ411477B)

By-Law to authorise the owner of Lot 1 to add to, alter and erect new structures on the common property and exclusive use

PART 1 - DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);

- (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means Lot 1 in Strata Scheme 93411.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan registration no. 93411.
- (f) **Works** means all building works and all related services supplied to effect the installation of a powder coated aluminium fence and gate (dimensions 2070mm W x 1250mm H) to the common property walls located at the entry of the Lot facing Ross Street as depicted in Strata Plan 93411, with an external appearance in keeping with the scheme, as set out in the plans and drawings attached to this by-law and marked Annexure "A".
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

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 RIGHT

2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.

2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3 – CONDITIONS

PART 3.1 - Before commencement

3.1 Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
- (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office; and

- (d) provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building and certifying that the installation of the Works will not compromise the structural integrity of the walls to which the Works are proposed to be affixed.

PART 3.2 - During construction

3.2 Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of one month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and remove all debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 - After construction

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have

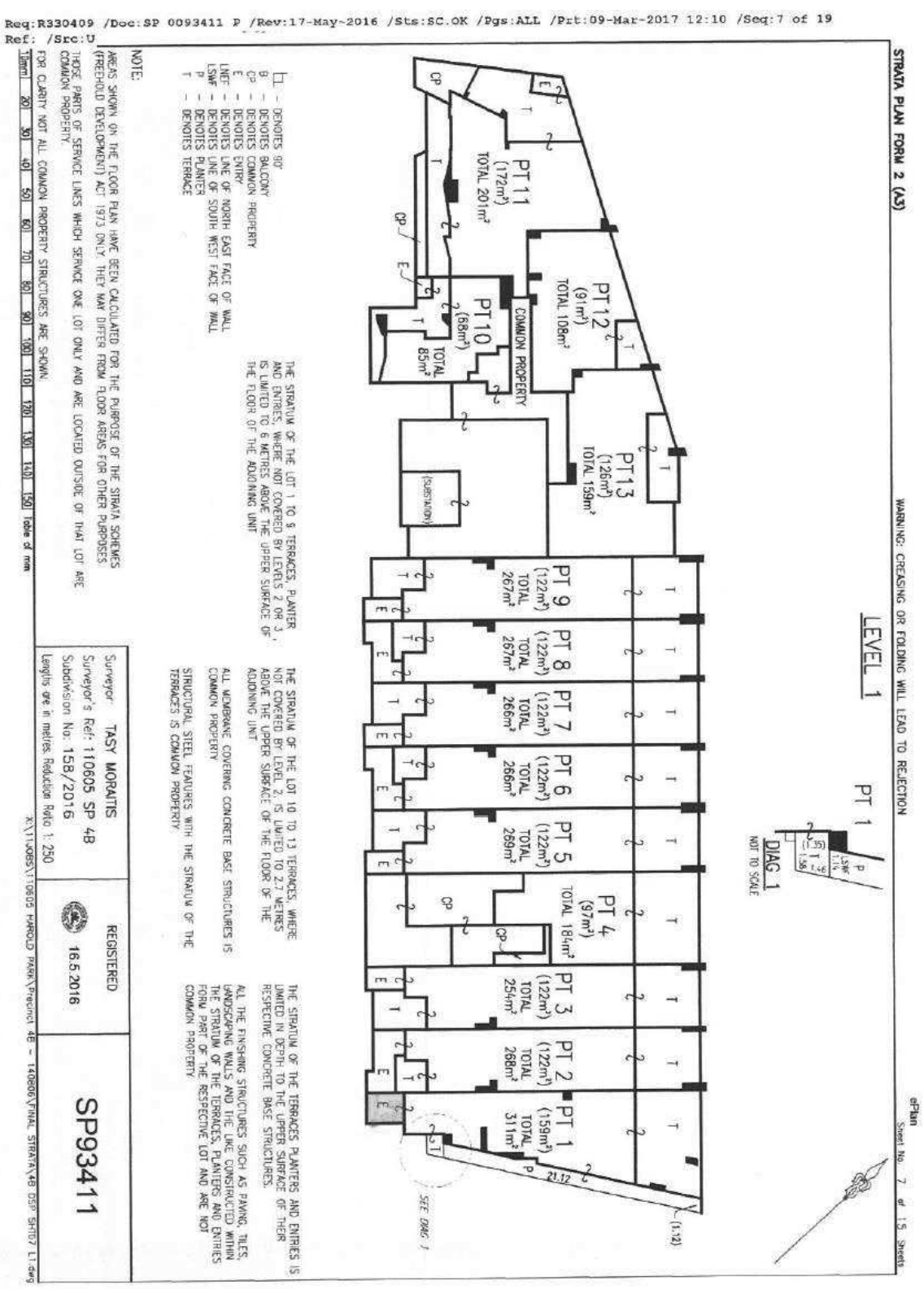
been completed in accordance with the terms of this by-law.

PART 3.4 - Enduring rights and obligations

3.4 The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works;
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- (g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

Annexure A



Special By-Law 4 – Short-term Rental Accommodation Arrangement (AQ411477B)

PART 1 - DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Environmental Planning Instrument** means an instrument from time to time applicable to the Property, including without limitation any local environmental plan, development control plan, state or other environmental planning policy and any development consent condition.
- (b) **Fair Trading Act** means the *Fair Trading Act 1987* (NSW).
- (c) **Lot** means a lot in Strata Scheme 93411.
- (d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of Strata Plan registration no. 93411.
- (f) **Property** means the land and improvements comprising the parcel the subject of Strata Plan 93411
- (g) **Short-term Rental Accommodation Arrangement** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time. **Short-term Rental Accommodation Arrangement** has the same meaning as in Section 54A of the FTA and Section 137A of the SSMA.

Note - Those sections originally defined **Short-term Rental Accommodation Arrangement** to have the meaning set out below, but may have been subsequently amended. In the event of any inconsistency between the definition contained in the sections from time to time and the original definition set out below for convenience, the definitions contained in the sections will prevail:

a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the regulations not to be a short-term rental accommodation arrangement.

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 - RESTRICTION OF SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENTS

- 2.1 An Owner or Occupier of a Lot ("Host") must not allow another person ("Guest") to occupy the whole or any part of the Lot for a period ("Occupation Period") if:
- (a) The arrangement is a Short-Term Rental Accommodation Arrangement; and
 - (b) The Lot is not the Host's principal place of residence throughout the Occupation Period.

Special By-Law 5 – Keeping of Animals (AR891320)

PART 1 – INTERPRETATION

- 1.1 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 – CONDITIONS

PART A – Keeping an Animal

- 2.1 Subject to section 139(5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior approval in writing of the owners corporation, keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.
- 2.2 An owner or occupier of a lot must:
- a) obtain the approval in writing of the owners corporation to keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property; and
 - b) agree in writing with the owners corporation to the conditions referred to in clause 4.2 prior to the animal being introduced to the building.
- 2.3 An owner or occupier of a lot must not keep any animal (except a small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property other than the animal for which the approval in writing of the owners corporation is obtained.
- 2.4 An owner or occupier of a lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.
- 2.5 To the extent permitted by law, animals (except a small caged bird or fish) must be microchipped, desexed and registered with the City of Sydney or any other authority

having such jurisdiction.

- 2.6 The owners corporation must not unreasonably withhold its approval of the keeping of a maximum of two (2) animals on a lot.
- 2.7 An owner or occupier of a lot obtains the prior written approval of the owners corporation and keeps an animal on the lot then the owner or occupier must:
 - a) keep the animal within the lot; and
 - b) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

PART B – Consent from Owners Corporation

- 3.1 An owner or occupier of a lot who applies for approval to keep an animal on the lot or the common property must provide the following details to the owners corporation including any proposed restraining or management strategies:
 - a) the type of animal;
 - b) the breed of the animal;
 - c) the size of the animal;
 - d) the average weight of the animal when fully grown, expressed in kilograms;
 - e) the age of the animals; and
 - f) a photograph of the animal.
- 3.2 The owners corporation will observe the applicable guidelines published by the City of Sydney Council when determining a request by an owner or occupier of a lot to keep a dog that is a restricted dog or dangerous as defined under the *Companion Animals Act 1998*.
- 3.3 The owners corporation delegates its authority to consider, approve or reject an application by an owner or occupier of a lot in relation to a dog weighing 34kg or less to the building manager.
- 3.4 An application by an owner or occupier of a lot in relation to a dog weighting between 35-50kg will be subject to the review of the strata committee.
- 3.5 The building manager must keep a list of exclude dogs, and an application by an owner or occupier of a lot in relation to an excluded dog must not be approved by the owners corporation. For clarity, all dogs over 50kg will be considered excluded dogs for the purpose of this by-law.
- 3.6 The owners corporation may impose additional conditions at the time of giving approval to keep an animal.
- 3.7 If the owners corporation refuses to give approval to an owner or occupier of a lot to keep an animal:
 - a) the owners corporation must provide to the affected owner or occupier of a lot its reason as for refusal; and

- b) the affected owner or occupier of a lot will have recourse to review by providing further information or discussion their request with the owners corporation on an informal basis.

3.8 The owners corporation will attempt to make a decision whether or not to give approval to an owner or occupier to keep an animal within one month of receiving such an application.

PART C – Conditions for Keeping an Animal

4.1 All owners or occupiers must provide a completed pet registration form to the building manager for each approved animal to be kept within their lot, including the following information:

- a) the type of animal
- b) the breed of animal;
- c) the size of the animal;
- d) the average weight of the animal when fully grown, expressed in kilograms;
- e) the age of the animal; and
- f) confirmation and evidence that the pet has been microchipped and registered with the City of Sydney Council, for the purpose of the building manager maintaining an approved pets register.

4.2 The owners corporation has the right to withdraw its approval to an owner or occupier of a lot to keep an animal if:

- a) the animal becomes offensive, vicious, aggressive, noisy or a nuisance to another owner or occupier of a lot; or
- b) the animal enters the lot of any other owner or occupier of a lot without their consent; or
- c) the animal soils on the common property or lot of any other owner or occupier of lot; or
- d) the animal engages in any destructive behaviour on the common property or the lot of any other owner or occupier of a lot; or
- e) the animal is not registered annually with the City of Sydney Council; or
- f) an owner or occupier of a lot does not comply with their obligations under this by-law; or
- g) an owner or occupier of a lot does not comply with the rules set out in the Pet Code for Chevalier; or
- h) an owner or occupier of a lot breaches a condition of approval made by the owners corporation; or
- i) an owner or occupier of a lot does not comply with their obligations under the *Companion Animals Act* (1998).

- 4.3 If the owners corporation withdraws the right of an owner or occupier of a lot to keep an animal, the owner or occupier of a lot must remove their animal within one month of such a request being made by the owners corporation.

PART D – Animal Owner Responsibilities

- 5.1 An owner or occupier of a lot who owns an animal is responsible to another owner and occupier of a lot and visitor using the common property for:
- a) any noise that their animal makes which causes unreasonable disturbance;
 - b) damage to or loss of property or injury caused to any person caused by the animal; and
 - c) cleaning up after their animal.

PART E – Control of Animal

- 6.1 An owner or occupier of a lot must control their animal and not permit their animal to wander on to another lot or the common property.
- 6.2 If it is necessary for an owner or occupier of a lot to take an animal on to common property, an owner or occupier of a lot must ensure that their animal is sufficiently restrained by either a leash or cage.

Special By-Law 6 – Use of Barbeques (AS919459)

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 The purpose of this by-law is to regulate the types and use of barbecues that can be kept and used on the balcony or terrace of a Lot in order to minimise the risk of fires within the Strata Scheme arising from the keeping and using by an Owner or Occupier of a barbecue in their Lot.

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) **By-laws** means the by-laws registered on the title of the common property of the Strata Scheme.

- (d) **Emergency Service Call-Out** means any call-out in relation to emergency services to the Building, including, without limitation, any call-out as a result of a telephone call to the fire brigade or police, the setting off of a smoke alarm or other fire safety device, or an alert from any fire protection system located within the Building.
- (e) **Building** means the building forming part of the Strata Scheme.
- (f) **Lot** means any lot in the Strata Plan.
- (g) **Occupier** means a person in lawful occupation of a Lot.
- (h) **Owner** means the owner or owners for the time being of a Lot.
- (i) **Owners Corporation** means the owners corporation constituted upon the registration of the Strata Plan.
- (j) **Permitted Barbeque** means an electric or gas (LPG or natural gas) barbeque or any other barbeque that is not a Prohibited Barbeque.
- (k) **Prohibited Barbeque** means a barbeque or woodfire pizza oven or other similar device which uses solid fuel such as wood, charcoal or heat beads/coals.
- (l) **Strata Plan** means Strata Plan No 93411.
- (m) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 145 Ross Street, Forest Lodge NSW 2037.

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, where applicable, 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 executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an Occupier includes that Occupier's invitees;
- (h) to the extent of any inconsistency between the by-laws applicable to the Strata Plan 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 is 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 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, to preserve the fire safety of the Building, and to minimise fire safety risks to Owners and Occupiers residing at the Building, the Owners Corporation shall have the additional powers, authorities, duties and functions specified in this by-law to regulate the types and use of barbecues that can be kept and used on the balcony or terrace of a Lot.

PART 4

CONDITIONS

- 4.1 An Owner or Occupier:
- (a) must not, at any time, keep or use a Prohibited Barbeque on any part of their Lot including on the balcony or terrace of their Lot; and
 - (b) may, subject to compliance with this by-law and the By-laws, keep and use a Permitted Barbecue on the balcony or terrace of their Lot.
- 4.2 An Owner or Occupier who keeps and uses a Permitted Barbecue on the balcony or terrace of their Lot must at their own cost:
- (a) only use the Permitted Barbecue on the balcony or terrace of their Lot;
 - (b) not at any time keep any combustible material of any kind within two metres of the Permitted Barbecue;
 - (c) use the Permitted Barbecue in a well-ventilated area on the balcony or terrace of their Lot;
 - (d) not, at any time, when using the Permitted Barbecue, leave it unattended ;
 - (e) not, at any time, leave any children alone and unsupervised with the Permitted Barbecue;
 - (f) while cooking on the Permitted Barbecue, take all reasonable steps to minimise cooking smells and/or smoke penetrating onto another Lot or onto any part of the common property in the Building;
 - (g) where the Permitted Barbecue is a gas barbecue requiring a portable LPG gas bottle:
 - (i) only keep one portable LPG gas bottle required to use the barbecue on the balcony or terrace of their Lot at any given time and must not at any time keep any spare or empty gas bottles on any part of their Lot;
 - (ii) keep the portable LPG gas bottle at least 2 metres away from any flammable materials in the Lot including but without limitation curtains or blinds;

- (h) once they have finished using the Permitted Barbeque, immediately turn off the Permitted Barbecue and, where the Permitted Barbecue is a gas barbecue, disconnect the gas hose and/or shut off the valve on the natural gas supply line or on the gas bottle;
- (i) dispose of any runoff, grease or the like from the Permitted Barbecue by disposing of such items, once cooled, into the common property shared receptacles for garbage in the Strata Scheme and must not pour such items down any sink in the Lot;
- (j) regularly clean and maintain the Permitted Barbecue and any associated equipment;
- (k) take all reasonable steps to minimise the risk of there being a fire or other hazard as a result of them keeping and using the Permitted Barbecue on the balcony or terrace of their Lot;
- (l) keep and use the Permitted Barbecue in compliance with the By-laws and all relevant laws, including in relation to fire safety.

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.
- 5.2 An Owner or Occupier must ensure that their invitees comply with this by-law at all times.
- 5.3 An Owner or Occupier is liable to pay and must pay to and indemnify the Owners Corporation against all and any costs arising from their (or their invitees') breach of this by-law including the costs of an Emergency Service Call-Out, such as the costs of the attendance at the Building of the fire brigade, ambulance, police, security or other similar service or personnel to respond to the Emergency Service Call-Out and any fine, charge or invoice arising as a direct result of the Emergency Service Call-Out.

PART 6

DEFAULT

- 6.1 Should an 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) without prejudice to any other rights, the Owners Corporation may enter upon a Lot to inspect and to carry out any reasonable work to rectify the Owner's or Occupier' breach of this by-law including but without limitation the removal of a Prohibited Barbecue from the Lot being kept and used by an Owner or Occupier in breach of this by-law;
 - (c) the Owner and Occupier jointly and severally indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation

should the Owners Corporation be required to carry out any work or take any steps to rectify the Owner's or Occupier's breach of this by-law including but without limitation any costs arising as a direct result of an Emergency Service Call-Out; and

- (d) the Owners Corporation may recover from an Owner or 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.

Special By-Law 7 – Past Works (Lot 9) (AS919459)

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.
- 1.2 The purpose of this by-law is to
 - (a) permit the Owner to retain the Works; and
 - (b) confer on the Owner a right of exclusive use and enjoyment, and a special privilege, in respect of the common property concerned or affected by the Works.
- 1.3 The rights conferred by this by-law shall enure for the benefit of the Owner.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

- 2.1 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, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal
 - (c) **Building** means the building forming part of the Strata Scheme.
 - (d) **Lot** means Lot 9 in the Strata Plan.
 - (e) **Owner** means the owner for the time being of the Lot.
 - (f) **Owners Corporation** means the owners corporation constituted upon registration of the Strata Plan.
 - (g) **Strata Plan** means Strata Plan No 93411.

- (h) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 145 Ross Street, Forest Lodge NSW 2037.
- (i) **Works** means any works undertaken to the Lot or to the common property in connection with the Lot as at the date of registration of this by-law, including but not limited to:

Rear Terrace Ground

- (i) Wire in and install black Spotlight ring camera to underside of existing sensor; and
- (ii) Any ancillary works in relation to the above.

Front Terrace

- (i) Wire in and install black Spotlight ring camera to above sliding door onto brick wall; and
- (ii) Any ancillary works in relation to the above.

Front Door

- (i) Wire in and install ring Video Doorbell Elite doorbell to replace existing doorbell; and
- (ii) Any ancillary works in relation to the above.

Garage

- (i) Wire in and install Floodlight ring camera to ceiling or wall;
- (ii) Connecting lot electricity supply from light or inside switch to power the camera; and
- (iii) Any ancillary works in relation to the above.

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, where applicable, 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 executors, administrators, successors, permitted assigns or transferees;

- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and
- (h) if any provision or part of a provision in this by-law is 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 Subject to Part 4 of this by-law the Owner shall have:

- (a) a special privilege to retain the Works to and on the common property and benefiting their Lot; and
- (b) exclusive use and enjoyment of those parts of the common property occupied by the Works.

CONDITIONS FOR PAST WORKS

Owner Warranty

3.2 To the best of their knowledge and belief, the Owner warrants to the Owners Corporation that the Works:

- (a) were carried out with due care and skill;
- (b) were carried out in compliance with the *Home Building Act 1989* and all other applicable laws including but without limitation in relation to fire safety;
- (c) were carried out in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;
- (d) comprised materials that were good and suitable for the purposes for which those materials were used; and
- (e) were carried out by persons who were properly qualified to carry out such works including but without limitation appropriately licensed contractors.

PART 4

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

4.1 The Owner must at their cost:

- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- (b) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate

approval from the Owners Corporation to carry out such alterations, additions or works;

- (c) properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep the Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Works as required from time to time;
- (e) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the common property;
- (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (g) provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation;
- (h) remain liable for any damage to the Lot, another lot or the common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
- (i) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use.

Default

4.2 Should the Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, 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 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.

Ownership of Works

- 4.3 The Works shall be carried out at the cost of the Owner and shall remain the property of the Owner.

Cost of By-law, Approvals and Certification

- 4.4 The Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
- (a) the drafting, consideration, approval and registration of this by-law and the payment of all legal and strata managing agent fees applicable to the drafting, consolidation, approval and registration of this by-law;
 - (b) approving any plans, drawings or other documentation for the Works; and
 - (c) obtaining and considering any certification in relation to the Works.

Applicability

- 4.5 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the Owners must obtain separate approval from the Owners Corporation in relation to that removal.

Special By-Law 8 – Recovery of Costs

PART 1

GRANT OF RIGHT

- 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 recover as a debt from an Applicable Person all reasonable costs **and expenses referred to in this by-law**.

PART 2

DEFINITIONS & INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Applicable Person** means an Owner, Occupier, lessee, mortgagee in possession or covenant chargee.
 - (c) **Building** means the building forming part of the Strata Scheme.
 - (d) **Court or Tribunal** means any Australian Court or Tribunal.

- (e) **Emergency Service Call-Out** means any call-out in relation to emergency services to the Building, including, without limitation, any call-out as a result of a telephone call to the fire brigade or police, the setting off of a smoke alarm or other fire safety device, or an alert from any fire protection system located within the Building.
- (f) **Fixture** means any fitting, equipment, component, pipes, wiring, ducts, mechanics and any other part comprised within a Lot and includes, without limitation, any dishwasher, washing machine or other household appliance contained within a Lot and any hoses (including flexi hoses) connecting those household appliances to the water taps and plumbing system and any other fixture or fitting installed by an Owner arising out of the carrying out of Works to their Lot.
- (g) **Lot** means any lot in the Strata Plan.
- (h) **Occupier** means a person in lawful occupation of a Lot.
- (i) **Order** means an order of any Court or Tribunal.
- (j) **Owner** means the owner(s) for the time being of a Lot.
- (k) **Owners Corporation** means the owners corporation constituted upon registration of the Strata Plan.
- (l) **Proceedings** means any application or action to any Court or Tribunal in Australia pursuant to the Act.
- (m) **Regulations** means the *Strata Schemes Management Regulation 2016*.
- (n) **Strata Plan** means Strata Plan No 93411.
- (o) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 145 Ross Street, Forest Lodge NSW 2037.
- (p) **Works** means works carried out to common property in connection with a Lot including cosmetic works under section 109 of the Act, minor renovations under section 110 of the Act and major works falling with section 110(7) of the Act.

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 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;
- (e) where a term of this by-law is inconsistent with any by-law applicable to the Strata Scheme then this by-law shall prevail to the extent of the inconsistency;
- (f) if any provision or part of a provision in this by-law is 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/or the relevant provision shall remain in full force and effect; and

- (g) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

RECOVERY OF COSTS AND OTHER EXPENSES

3.1 The Owners Corporation may recover the following reasonable costs and expenses as a debt from an Applicable Person in a court of competent jurisdiction:

- (a) the costs of any third party fines, charges, invoices, penalties, insurance excesses paid or payable by the Owners Corporation that are directly attributable to:
 - (i) an Applicable Person's or their invitee's breach of a by-law or any law;
 - (ii) an Applicable Person's or their invitee's access to and/or use of the common property or a Lot;
 - (iii) an Emergency Service Call-Out made by an Applicable Person or their invitee without justifiable cause or reasonable excuse and includes the costs of the attendance at the Building of the fire brigade, ambulance, police, security or other similar service or personnel to respond to the Emergency Service Call- Out;
- (b) costs and expenses of the Owners Corporation reasonably incurred and reasonable in amount that are directly attributable to an Applicable Person's or their invitee's access to and/or use of the common property or a Lot, breach of a by-law, or any law, including but without limitation costs and expenses:
 - (i) arising from the failure by an Owner to properly maintain, renew, replace or keep in good and serviceable repair Works carried out to their Lot;
 - (ii) arising from a Fixture in a Lot causing water to escape or penetrate to another Lot or the common property;
 - (iii) arising from the failure by an Applicable Person to properly maintain, renew, replace or keep in good and serviceable repair a Fixture in a Lot;
 - (iv) of rectifying damage or undertaking cleaning arising from:
 - (A) an Applicable Person moving into or out of the Building and includes damage caused by an agent of the Applicable Person (ie a removalist);
 - (B) an Applicable Person's animal being kept at the Building, including the costs of repairing damage caused by the animal and/or of

cleaning any part of the Building to remove the animal's urine and faeces;

- (v) arising from the blocking by an Applicable Person of any common property duct, riser, rubbish chute or the like including to unblock the duct, riser, rubbish chute or the like;
 - (vi) arising from rubbish being left on common property by an Applicable Person including to remove the rubbish;
 - (vii) arising from Works carried out by an Owner to their Lot;
 - (viii) arising from unauthorised or abandoned goods or vehicles being used, kept or left (where applicable) at the Building including the removal of them;
 - (ix) arising from the unreasonable or improper conduct of an Applicable Person (eg additional security costs required to be paid by the Owners Corporation to deal with unreasonable or improper conduct by an Applicable Person at the Building);
- (c) costs and expenses of the Owners Corporation reasonably incurred and reasonable in amount that are directly attributable to damage to a Lot or the common property in the Building:
- (i) arising from a matter specified in clause 3.1(b) above;
 - (ii) that is caused by an Applicable Person's or their invitee's access to and/or use of the common property or a Lot;
- (d) costs and expenses of the Owners Corporation reasonably incurred and reasonable in amount to rectify any part of the common property (including but without limitation to repair, replace or renew the common property or to clean or remove rubbish from the common property) as a result of an Applicable Person or their invitee accessing and/or using their Lot or the common property in a manner which causes (whether or not in breach of a by-law):
- (i) damage to the common property; and/or
 - (ii) the common property to be unclean,
- including as a result of the matters specified in clauses 3.1(b) or (c) above.
- (e) costs and expenses of the Owners Corporation reasonably incurred and reasonable in amount that are directly attributable to an Applicable Person failing to provide access to their Lot as required under a by-law or the Act or any other law, including but without limitation the costs of a fire safety contractor having to return to the Building to carry out an inspection as a direct result of a failure by the Applicable Person to provide access to their Lot;
- (f) any debt collection agency fees reasonably incurred and reasonable in amount in relation to an Applicable Person for services provided, including initiating or defending legal action, in the recovery of any amount due under this or any other by-laws applicable to the Strata Scheme;
- (g) costs of any inquiries reasonably incurred and reasonable in amount made to

ascertain the whereabouts of an Applicable Person or made in relation to the Applicable Person, any property of the Applicable Person or anyone associated or reasonably thought to be associated with the Applicable Person;

- (h) any goods and services tax payable by the Owners Corporation on any expense recoverable from an Applicable Person pursuant to this or any other by-laws applicable to the Strata Scheme.

3.2 An Applicable Person who instigates, commences or continues with any Proceedings (including but not limited to appeal Proceedings), and such Proceedings are dismissed, withdrawn, discontinued, struck out or give rise to Orders against the Applicable Person, indemnifies the Owners Corporation for its costs and expenses reasonably incurred and reasonable in amount in connection with the Proceedings, but only to the extent permitted by law or under any Order.

3.3 Any amount that the Owners Corporation is entitled to recover under the by-laws applicable to the Strata Scheme, shall bear until paid simple interest at an annual rate as specified under the Act or, if the Regulations provide for another rate, that other rate, unless:

- (a) the Owners Corporation has by resolution determined (either generally or in a particular case) that such amount is to bear no interest; or
- (b) the Owners Corporation has, by resolution, determined (either generally or in a particular case) that a person may pay 10 per cent less if the person pays the amount before the date on which it becomes due and payable.

3.4 A statement, notice or certificate issued by the Owners Corporation, its strata managing agent (if any) or the secretary of the strata committee about a matter or sum payable to the Owners Corporation (including under this by-law) is conclusive evidence of:

- (a) the amount;
- (b) any other fact stated in that statement, notice or certificate.

3.5 Each Applicable Person and the Owners Corporation acknowledges and agrees that any agreement to waive or reduce or to receive in instalments any amount due by an Applicable Person must be in writing, signed by the proper representative of the Owners Corporation, and have been properly authorised by the Owners Corporation by passing the relevant motions at a properly convened general meeting. This clause does not apply to any Order.

Special By-Law 9 – Management of Electronic and Personal Mobility Devices

1 Background

For owners and occupiers, Lithium-ion batteries used in Personal Mobility Devices such as e-scooters, e-bikes, and similar devices carry a significant fire risk. It has been identified by the Owners Corporation Network (OCN) that the risks are related to a number of factors such as:

- unsafe charging practices;

- use of incompatible chargers or overcharging batteries is a risk factor;
- there may be charging risks where there is no battery management system to protect against overcharging, or where incompatible charging equipment is used, or devices are overcharged;
- repurposed, modified or customised battery applications; and
- hazards may arise when products with Lithium-ion batteries are repurposed or modified. This includes DIY retrofitted and second-life battery applications.

According to the OCN, steps consumers can take to reduce the likelihood of charging related incidents include:

- ensure the charger is suitable for the battery in the product being charged;
- monitor charging times of Lithium-ion battery products and disconnect products from chargers once they are fully charged (consider setting timers as a reminder to unplug devices);
- do not use batteries or devices if products are overheating or showing signs of failure such as swelling, leaking or venting gas. In these cases, place leaking or damaged batteries in a clear plastic bag (after they have cooled down) and contact your local council for disposal options;
- charge batteries and devices away from combustible materials (such as beds, sofas or carpet);
- store batteries and Lithium-ion battery products such as e-scooters in cool, dry places and out of direct sunlight, including while charging; and
- allow time for batteries to cool down after use and before recharging.

This by-law was developed for Chevalier based on a template by-law recommended by the OCN.

2 Definitions and Interpretation

2.1 In this by-law, unless a contrary intention appears:

“Act” means the *Strata Schemes Management Act 2015* (NSW);

“Battery or Batteries” means any Lithium-ion battery – branded or generic - used to power an Electronic Device or Personal Mobility Device;

“Building” means the building and common property comprising the Strata Plan;

“Call-out” means:

- (a) the activation of heat, smoke or fire alarms forming fire safety equipment at the Scheme due to a Battery; and/or
- (b) the ignition of a Battery or smoking of a Battery without activations referred to in clause (a) of this definition resulting in the attendance of an authorised contractor or the Fire Brigade to investigate the cause and any consequential attendance by the Governmental Agency having jurisdiction over the Scheme to investigate the

fire safety of the Scheme.

“Common Property” means the common property of the Scheme;

“Electronic Device” means a commonplace electronic device in a domestic setting which requires charging via a Battery such as but not limited to:

- (a) laptops,
- (b) smart watches,
- (c) tablets,
- (d) rechargeable power banks,
- (e) e-cigarettes/vapes,
- (f) mobile phone,
- (g) cordless vacuum cleaners,
- (h) e-vehicles,
- (i) power tools,
- (j) toys,
- (k) video games,
- (l) remote control model cars,
- (m) drones,
- (n) camping equipment,

but which does not include:

- (a) a Personal Mobility Device; and/or
- (b) medical equipment which relies on Batteries;
- (c) wheelchairs, motorised mobility scooters or other devices necessary to aid mobility for disabled or mobility-impaired Owners and/or Occupiers;

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

“Lot” means a lot or part of a lot in the Strata Plan;

“Occupier” means an occupier of a Lot pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind;

“Owner” means an owner of a Lot unless otherwise indicated;

“Personal Mobility Device” means an electrically charged personal transport device

which requires charging via a Battery and includes e-bicycles, e-scooters and e-skate boards used for recreational or for employment purposes BUT excludes wheelchairs, motorised mobility scooters or other devices necessary to aid mobility for disabled or mobility-impaired Owners and/or Occupiers;

“Rules” means any displayed rules of the Scheme’s owners corporation from time to time which apply to Owners and Occupiers concerning any of the following (without limitation):

- (a) disposal of Batteries;
- (b) transportation of Personal Mobility Devices in and through Common Property;
- (c) prohibiting or regulating keeping of a Personal Mobility Device in a corridor, stairwell or other nominated areas of Common Property;
- (d) prohibiting or regulating keeping of a Personal Mobility Device on a balcony of a Lot or in a Lot;
- (e) compliance with Battery storage and disposal requirements of a relevant Governmental Agency having jurisdiction over the Scheme or Electronic Devices or Personal Mobility Devices; and
- (f) the use, storage, and charging of Electronic Devices and Personal Mobility Devices;

“Scheme” means the strata scheme created on the registration of the Strata Plan including all subdivisions of the Strata Plan; and

“Strata Plan” means Strata Plan No. 93411.

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

- (a) headings are for convenience only and do not affect the interpretation of the by-law;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- (e) a reference to a person includes reference to the person’s executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to anything includes a part of that thing;
- (g) a reference to any statute, act, regulation, proclamation, ordinance or by-law includes all statutes, acts, regulations, proclamations, ordinances or by-laws, amending, varying, consolidating or replacing them, and a reference to a statute or act includes all regulations, proclamations, ordinances and by-laws issued under that statute or act;

- (h) “include” or “including” and any variation of those words are not words of limitation;
- (i) if any provision or part of a provision is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void or invalid or unenforceable but the remainder of this by-law or the relevant provision shall remain in full force and effect; and
- (j) any words defined in the Act appearing in this document have the same meaning as they do in the Act unless otherwise indicated or defined.

3 Electronic Devices and Personal Mobility Devices

3.1 Electronic Devices

- (a) In the interests of fire safety, an Owner or Occupier who keeps an Electronic Device in the Scheme must not:
 - (i) modify the Electronic Device’s Battery in any way; nor
 - (ii) replace the Electronic Device’s Battery with any different Battery type not recommended by the manufacturer of the Electronic Device; nor
 - (iii) install in the Electronic Device any additional Battery or a reconditioned Battery or a more powerful Battery than the original Battery recommended by the manufacturer for the particular Electronic Device; nor
 - (iv) overcharge any Electronic Device; nor
 - (v) use, store or charge the Electronic Device in a manner that is not compliant with the manufacturer’s instructions; nor
 - (vi) dispose of any Battery in the general waste receptacles, recycling waste receptacles, green waste receptacles of the Scheme or in any other waste receptacles anywhere in the building not designated clearly for Battery disposal.
- (b) In further interests of fire safety, an Owner or Occupier who keeps an Electronic Device in the Scheme must dispose of all Batteries safely according to the Rules.

3.2 Personal Mobility Devices

- (a) Personal Mobility Devices have a higher fire risk when compared with most other battery powered devices, particularly poorer quality cheap variants. To minimise the risk of harm to Owners and Occupiers:
 - (i) only Personal Mobility Devices with a recognised regulatory compliance mark are permitted within the Scheme; and
 - (ii) damaged Personal Mobility Devices promptly should be repaired by an authorized dealer and must not be brought into the Scheme until repaired; and
 - (iii) Owners and Occupiers must observe at all times the Rules developed and displayed by the Strata Committee on behalf of the owners corporation.

- (b) In the interests of fire safety at the Scheme an Owner or Occupier who keeps or otherwise houses or uses a Personal Mobility Device in the Scheme (even on a temporary basis) must store or charge the Personal Mobility Device's Battery in that Owner's or Occupier's Lot when that Personal Mobility Device is not in use and must not:
 - (i) store or charge the Personal Mobility Device's Battery in or on Common Property except with the prior written approval of the owners corporation and then subject to such conditions the owners corporation may consider reasonably necessary so to ensure fire safety at all times, including that storing or charging occurs in a designated area of the Common Property approved by the owners corporation for such purposes, and/or that charging of such Battery be undertaken whilst supervised at all times by the Owner or Occupier; nor
 - (ii) modify the Personal Mobility Device's Battery in any way; nor
 - (iii) replace the Personal Mobility Device's Battery with any different Battery type not recommended by the manufacturer of the Personal Mobility Device; nor
 - (iv) install in the Personal Mobility Device any additional Battery or reconditioned Battery or a more powerful Battery than the original Battery recommended by the manufacturer for the particular Personal Mobility Device; nor
 - (v) overcharge any Personal Mobility Device or leave the charging Personal Mobility Device unsupervised; nor
 - (vi) dispose of any Battery in the general waste receptacles, recycling waste receptacles, green waste receptacles of the Scheme or in any other waste receptacles anywhere in the building not designated clearly for Battery disposal.
- (c) In the further interests of fire safety an Owner or Occupier who keeps a Personal Mobility Device in the Scheme must:
 - (i) register each Personal Mobility Device with the Building Manager within 24 hours of bringing the Personal Mobility Device into the common area or onto a lot for the first time, or on the next business day;
 - (ii) consent to access to a Lot by the Building Manager on reasonable notice, except in the case of an emergency, if required to address any potential safety concern;
 - (iii) if there is an emergency access to a Lot may be gained immediately by whatever means necessary by the Building Manager;
 - (iv) comply with the Rules; and
 - (v) dispose of all Batteries safely according to the Rules.

4 Call-outs

4.1 The owners corporation must take reasonable steps to prevent fires and other hazards

at the Scheme.

4.2 Where fire safety equipment or human error has triggered an alarm or suspected emergency in relation to a particular Lot, and

- (a) a Call-out has occurred; and
- (b) the fire safety equipment at the Scheme has not malfunctioned and it is not a false alarm; and
- (c) the owners corporation is charged for the Call-out,

the Owner is liable for any charges (including fines) associated with that Call-out.

5 Liability and Indemnity

5.1 Owners and Occupiers remain solely responsible for any fines or penalties imposed on them by any relevant Governmental Agency for failure to comply with its recommendations regarding Batteries and must indemnify the owners corporation from all claims, losses, expenses and costs incurred or damage to property or person suffered arising from:

- (a) failure to comply with Governmental Agency requirements and from failure to comply with the provisions of this by-law; and
- (b) the exercise of the owners corporation's rights and duties under this by-law and must pay the costs as a debt due and payable on demand.

5.2 Owners and Occupiers are liable for any damage to the common property in the Scheme and/or a Lot and for loss or damage to personal property suffered as a result of their breach of this by-law.

5.3 Owners and Occupiers are liable for any injury to persons or pets in the Scheme suffered as a result of their breach of this by-law.

5.4 Owners and Occupiers must indemnify the owners corporation against all claims and any actions, demands or expenses including legal and administrative expenses incurred in relation to charges referred to in this by-law.

5.5 Owners and Occupiers must indemnify the owners corporation against all and any claims, actions, demands or expenses including legal and administrative expenses incurred in relation to:

- (a) the exercise of its rights under this by-law; and
- (b) enforcement of this by-law.

5.6 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:

- (a) the function to preserve and monitor fire safety at the Scheme;
- (b) the power to regulate keeping and disposal of Batteries and Personal Mobility Devices;
- (c) the authority to issue a notice to the relevant Owner or Occupier if it is reasonably

suspected that a Personal Mobility Device and/or Battery is being kept or housed in contravention of this by-law; and

- (d) the duty to prosecute the Owner or Occupier for breach of this by-law in a court of competent jurisdiction and seek all costs (including legal costs) associated with judgment against the relevant Owner or Occupier.

Maddison Grove



Electronic signature of me, Maddison Grove affixed at my direction on 13 October 2025 at 11.00am