

## **By-Law 1**

### **Definitions and interpretation**

#### **1.1 Statutory Definitions**

In this instrument, a word or expression has the meaning given to it in the Strata Schemes Management Act 2015 if it is:

- a. Defined in that Act; and
- b. Used by not defined in this instrument.

#### **1.2 Further Definitions**

In these by-laws, unless a contrary intention appears:

- **Act** means the Strata Schemes Management Act 2015.
- **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the building including the Consent Authority.
- **Building** means all parts of the building comprising the Scheme.
- **Consent Authority** means City of Sydney.
- **Committee** means the committee established under the Strata Management Statement in accordance with *Strata Schemes Development Act 2015*.
- **Common Property** means the common property in the Strata Scheme.
- **Common Property Memorandum** means common property memorandum referred to in Clause 27 of the Regulation.
- **Developer** means Hifu Investment Pty Limited and / or nominee.
- **Development Consent** means the determination of development application under which the building is constructed as issued by the relevant Authority as amended from time-to-time.
- **Development Works** means any works required to be performed by the Developer to complete the terms of the Development Consent, to fulfil contractual obligations concerning works required to Lots held by the Developer and to Common Property.
- **Invitees** means persons invited by an Owner or Occupier to be in a Lot of the Common Property including, but not limited to, an Owner's or Occupier's employees, agents or contractors.
- **Lot** means a Lot in the Strata Scheme.
- **Occupier means** a lessee, a licensee or other person not being an Owner, that is in lawful occupation of a Lot.
- **Owner** means a person registered or entitled to be registered as a proprietor of a Lot.
- **Owners Corporation** means the Owners Corporation of the Scheme.
- **Representative** means a Strata Committee member appointed by the Strata Committee to be the Owners Corporation's representative at meetings of the Committee.
- **Regulation** means Strata Schemes Management Regulation 2016.
- **Security Key** means a key, magnetic card or other device or information used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems, in the building.
- **Strata Manager** means the person appointed by the Owners Corporation as its managing agent under Section 49 of the Act and in accordance with Clause 8.3 of the Strata Management Statement.
- **Strata Management Statement** means the Strata Management Statement having effect in relation to the Strata Parcel including any rules made under it.
- **Strata Parcel** means the land the subject of the Strata Scheme.
- **Strata Plan** means the Strata Plan with which this instrument is registered.
- **Strata Scheme** means the Strata Scheme created on registration of the Strata Plan.

#### **1.3 Interpretation**

In these by-laws, unless the context otherwise requires:

- a. A reference to:
- i. One gender includes the other;
  - ii. The singular includes the plural and the plural includes the singular;
  - iii. A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws carrying, consolidating or replacement them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
  - iv. A person includes a natural person, company, partnership, statutory corporation, body corporate, unincorporated association or an authority and any other organisation or type of legal entity;
  - v. A reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
  - vi. A reference to a company includes its successors and permitted assigns;
  - vii. A reference to a document is a reference to a document of any kind including a plan;
  - viii. Time is a reference to Sydney time;
  - ix. If a period of time dates from a given day, or the day of an act or event, it is to be calculated exclusive of that day;
  - x. If an act must be done on a given day which is not a business day, it must be done instead on the next business day;
  - xi. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
  - xii. Headings and any index are for convenience only and do not form part of these by-laws or affect its interpretation; and
  - xiii. A requirement to do anything in this instrument includes a requirement to cause that thing to be done.

#### **1.4 Notices**

Any notice, demand, approval, request of other communication under this instrument must be in writing.

### **By-Law 2**

#### **The committee and strata management statement**

2.1 The Committee manages the building according to the Strata Management Statement.

2.2 The Committee, the Owners Corporation and the Owners and Occupiers are required to comply with the Strata Management Statement.

2.3 Nothing in these by-laws affects the obligation of the Owners Corporation, an Owner or an Occupier to comply with the Strata Management Statement.

2.4 An Owner or Occupier must not do anything that would cause the Owners Corporation to fail to comply with the Strata Management Statement.

2.5 If a by-law or part of a by-law in this instrument is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of any such inconsistency.

2.6 The Strata Committee has the power to appoint a representative and must ensure that there is a representative at all times.

### **By-Law 3**

#### **Consent**

3.1 Any consent given by the Owners Corporation to an Owner or Occupier may be subject to conditions which that Owner or Occupier must comply.

### **By-Law 4**

#### **Vehicles and car parking spaces**

##### **4.1 Car Parking Spaces**

- a. If a Lot comprises a space for car parking, such space must only be used for the parking of registered and road worthy vehicles and motorcycles. The space must not be used for any other purpose.
- b. An Owner or Occupier must not, without prior approval of the Owners Corporation, erect or install any storage facility whether fixed or moveable within a car parking space.
- c. All vehicles or motorcycles parked in a car parking space or on Common Property, are parked at the Owners or Occupiers own risk. The Owners Corporation is not responsible for any damage or loss suffered.
- d. An Owner or Occupier must not stand or park any vehicle, motor or other, on Common Property except with the prior written approval of the Owners Corporation.

##### **4.2 Visitor Car Parking Spaces**

An Owner's or Occupier's visitor may only park its vehicle or motorcycle in spaces designated by the Owners Corporation as visitor parking space from time-to-time and for a period of time determined by the Owners Corporation

### **By-Law 5**

#### **Bike store**

5.1 An Owner or Occupier may only use the bike store to park a bicycle.

5.2 An Owner or Occupier is responsible for the safety and security of their bicycle.

### **By-Law 6**

#### **Controlling traffic in common property**

6.1 The Owners Corporation has the power to:

- a. Impose a speed limit for traffic in Common Property.
- b. Impose reasonable restrictions on the use of Common Property driveways and parking areas.
- c. Install speed humps and other traffic control devices in Common Property.
- d. Install signs about parking.
- e. Install signs to control traffic in Common Property and in particular traffic entering and leaving the building.

## **By-Law 7**

### **Obstruction of common property**

7.1 An Owner or Occupier must not obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis by complying with any directions issued by the Owners Corporation.

## **By-Law 8**

### **Damage to lawns and plants on common property**

8.1 An Owner or Occupier must not, except with the prior approval of the Owners Corporation:

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

## **By-Law 9**

### **Damage to common property**

9.1 An Owner or Occupier 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 except with the written approval of the Owners Corporation.

9.2 An approval given by the Owners Corporation under By-law 9.1 cannot authorise any additions to the Common Property.

9.3 This by-law does not prevent an Owner or person authorised by an Owner from installing:

- a. Any locking device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot. Any such lock is to meet the relevant fire safety standards and be installed by a qualified locksmith.
- b. Any screen or other device installed on the inside of a door or window to prevent entry of animals or insects on the Lot.
- c. Any structure or device to prevent harm to children.
- d. Any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

9.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must, except for items attached to the inner surfaces of walls, have an appearance after it has been installed in keeping with the appearance of the rest of the building.

9.5 Despite Section 106 of the 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 9.3 that forms part of the Common Property and that services the Lot.
- 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 9.3 and that services the Lot.

9.6 An Owner or Occupier must

- a. Immediately notify the Owners Corporation of any damage to or defect in the Common Property.
- b. Compensate the Owners Corporation for any damage to the Common Property caused by an Owner or Occupier, persons doing work on the Strata Scheme on an Owner or Occupier's behalf, or their visitors

9.7 An Owner or Occupier must not bring heavy items into the building that might cause structural damage to the building.

## **By-Law 10**

### **Behaviour of owners and occupiers**

10.1 An Owner or Occupier when on Common Property must be adequately clothed and must not:

- a. Do anything on the Lot or the Common Property which is illegal.
- b. Use language or behave in a manner which might cause offence or embarrassment to the Owner or Occupier of another Lot, their visitors or to any person lawfully using Common Property.
- c. Permit visitors to remain on the Common Property unsupervised except as necessary for access of the visitors.

## **By-Law 11**

### **Noise**

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

## **By-Law 12**

### **Children playing on common property**

12.1 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 car parking area or other area of possible danger or hazard to children.

## **By-Law 13**

### **Behaviour of invitees**

13.1 An Owner or Occupier must take all reasonable steps to ensure that its invitees comply with the by-laws of the Strata Scheme (as they exist from time-to-time) including those set out in this document.

## **By-Law 14**

### **Depositing rubbish and other material on common property**

14.1 An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation. Where required by the Owners Corporation, an Owner or Occupier must comply with the directions relating to the disposal of rubbish and waste as imposed by the Owners Corporation from time-to-time.

## **By-Law 15**

### **Drying of laundry items**

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

## **By-Law 16**

### **Cleaning windows, doors and other areas**

16.1 An Owner or Occupier must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless otherwise directed or specified by the Owners Corporation.

16.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of:

- a. Glass in windows and doors.
- b. Any other area that cannot be accessed by the Owner or Occupier safely or at all.

## **By-Law 17**

### **Storage of flammable liquids**

17.1 An Owner or Occupier must not, except without the prior written approval of the Owners Corporation, use or store on the Lot or the Common Property, any flammable chemical, liquid or gas or other flammable materials.

17.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **By-Law 18**

### **Carriage of goods**

18.1 An Owner or Occupier shall not move furniture or large or bulky objects or goods (furniture):

- a. Other than between the hours of 9:00am and 5:00pm Monday to Sunday.
- b. At other times, without the approval of the Owners Corporation.
- c. If the loading dock is to be used, then the person moving the furniture needs to book a time with the building manager for its use.

18.2 An Owner or Occupier must supervise any removalist or other person engaged by the Owner or Occupier to move furniture to ensure that no damage is done to the Common Property.

18.3 An Owner or Occupier shall not mis-use, or permit to be mis-used, any lift within the building and shall not obstruct or damage the lift or otherwise interfere with or impede its normal operation.

18.4 An Owner or Occupier must at his or her expense, rectify any damage caused to the Common Property by the moving of furniture. Rectification may include the re-painting of marked walls.

18.5 An Owner or Occupier must at his or her expense, remove any rubbish left in any part of the Common Property as a consequence of the moving of furniture.

18.6 An Owner or Occupier must at his or her expense, clean any part of the Common Property necessary as a consequence of the moving of furniture.

18.7 An Owner or Occupier must comply with any direction or resolution made or passed by the Owners Corporation in relation to the transportation of furniture within the building, including the manner by which such items are to be moved into or out of a Lot.

## **By-Law 19**

### **Floor coverings**

19.1 An Owner or Occupier must ensure that all floor covering used within the Lot is sufficient to prevent the transmission of noise that is likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

## **By-Law 20**

### **Garbage disposal**

20.1 An Owner or Occupier must:

- a. Dispose of recyclable waste by placing it in an appropriate container in the nominated garbage room.
- b. Ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained.
- c. Promptly remove anything which the Owner, Occupier or garbage collector may have spilled from the receptacle, and must take such action as may be necessary to clean the area within which that thing was spilled.
- d. Comply with the directions from time-to-time of the Owners Corporation as to the manner of disposal of garbage.
- e. Comply with the relevant Authority's requirements for the storage, handling and collection of garbage, waste and recyclable material.
- f. The removal of garbage and waste from the building is the responsibility of the Committee.



## **By-Law 21**

### **Keeping of animals**

21.1 Subject to Section 139 (5) of the Act, an Owner or Occupier must not, without the prior written approval of the Owners Corporation, keep more than two (2) animals with a combined weight of more than 20kgs on a Lot or Common Property.

21.2 Notwithstanding By-Law 21.1, an Owner or Occupier is allowed, subject to the conditions specified in this by-law, to keep two (2) or less animals with a combined weight of less than 20kgs provided he or she complies with this By-law 21.

21.3 An Owner or Occupier may make an application to the Owners Corporation for the approval of the keeping of an animal that weighs more than 20kgs.

21.4 The application referred to in By-law 21.3 must be made in writing to the Owners Corporation and must contain the following:

- a. A detailed description of the animal proposed to be kept (including details of the breed and size of the animal).
- b. A photograph of the animal (if available).

21.5 Any approval given by the Owners Corporation in response of any application may contain any reasonable conditions approved by the Owners Corporation at the time that the consent is given.

21.6 An Owner or Occupier shall:

- a. Keep any animal in compliance with the Companion Animals Act, 1998.
- b. Keep the animal within the boundaries of their Lot.
- c. Ensure that when an animal is taken across Common Property that it is kept secured.
- d. Comply with any directions of, or guidelines as may be published by the Owners Corporation or Strata Managing Agent.
- e. Do all acts and things necessary to:
  - i. Ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or of any person lawfully using the Common Property; and
  - ii. Clean any areas of a Lot or Common Property that are soiled by the animal.
- f. Remain liable for any damage to a Lot or Common Property arising out of the keeping of the animal and indemnify and shall keep indemnified, the Owners Corporation against any costs or losses arising out of, or in connection with, the keeping of the animal including any damage to any person, Lot or Common Property and any costs of high pressure water cleaning.

21.7 If an Owner or Occupier does not comply with any obligation under this by-law, then the Owners Corporation may (at its absolute discretion), revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the Owner or Occupier.

21.8 This By-law 21 shall not apply to a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and the Owner or Occupier needs that dog or other animal because of a visual, a hearing or other disability.

## **By-Law 22**

### **Appearance of lot**

22.1 The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that viewed from outside the Lot is not in keeping with the rest of the building.

## **By-Law 23**

### **Colour schemes and paint work**

23.1 An Owner or Occupier must have written approval from the Owners Corporation to change the colour or surface of any wall, window, door, floor, ceiling or other surface in the Lot or Common Property if the surface is visible from outside the Lot and the proposed colour or surface change is not in keeping with the external appearance of the building.

## **By-Law 24**

### **Window treatments, curtains and blinds**

24.1 An Owner or Occupier shall not hang any window dressing in any window or door that faces public or common areas other than a white or cream blind approved by the Original Owner or Owners Corporation.

24.2 All window coverings must be of a uniform appearance from outside the building.

## **By-Law 25**

### **Change in use of lot to be notified**

25.1 An Owner or Occupier must obtain the Owners Corporation's prior approval if the Owner or 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).

25.2 Nothing in this by-law should be construed as authorising any Owner or Occupier to change the use of his or her Lot. Any use of a Lot must comply with the requirements of the relevant Authority and these by-laws.

## **By-Law 26**

### **Barbecues**

26.1 Provided that all relevant laws are complied with, the Owner or Occupier may store and operate a portable barbecue on the balcony of a Lot provided the barbecue is a covered gas or electric portable barbecue only.

26.2 The Owner or Occupier must keep the barbecue covered when not in use and must keep the barbecue clean and tidy.

26.3 The Owner or Occupier must not create excessive smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

## **By-Law 27**

### **Balconies and terraces**

27.1 An Owner or Occupier may keep planter boxes, pot plants and occasional furniture and outdoor recreational equipment on a balcony of a Lot only if they:

- a. Are of a type approved by the Owners Corporation.
- b. Will not cause damage.
- c. Are not dangerous and do not create a step for children.
- d. Of a type and design that are in keeping with the appearance of building.

27.2 To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require the Owner or Occupier, at the Owner's or Occupier's cost, to temporarily remove and store items from the balcony of a Lot.

## **By-Law 28**

### **Signage**

28.1 Except as provided in this by-law no sign, notice or advertisement may be displayed on the Lot that is visible from outside the Lot without the prior written approval of the Owners Corporation.

#### **28.2 For Sale and Lease Signs**

- a. The Owner or Occupier of a Lot must not install or display within the Lot or Common Property a "For Sale" or "For Lease" sign.
- b. This by-law does not apply to the Developer while the Developer carries out selling activities in or around the building.

## **By-Law 29**

### **Noticeboard**

29.1 The Owners Corporation must cause a noticeboard to be affixed to some part of the Common Property that cannot be viewed from outside the building.

## **By-Law 30**

### **Provision of amenities or services**

30.1 The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots which would assist with the occupation of the Strata Scheme.

30.2 If the Owners Corporation makes a resolution referred to in By-law 30.1 to provide an amenity or service to a Lot or to the 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.

## **By-Law 31**

### **Compliance with planning and other requirements**

31.1 The Owner or Occupier must ensure that the Lot is not used for any purpose that is prohibited by law.

31.2 The Owner or Occupier must ensure that the Lot is not occupied by more persons than are

allowed by law to occupy the Lot.

## **By-Law 32**

### **Security within lots**

32.1 An Owner or Occupier may install a security alarm within a Lot without the consent from the Owners Corporation provided that:

- a. The alarm is a back-to-base facility and is not to be audible.
- b. The alarm signal is contained within the Lot.
- c. The alarm does not have flashing lights external to the Lot.
- d. The installation is not attached to or interferes with Common Property.

## **By-Law 33**

### **Air conditioning in the building**

33.1 This is a special privilege by-law under Section 142 of the Act.

33.2 "Air conditioning unit" means any ducted or split air conditioning system comprising separate compressor and control units and all associated components including lines, pipes, wires, brackets, screws, bolts, switches etc. that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans located in and forming part of the Common Property.

#### **Maintenance**

33.3 The Owner of each Lot has exclusive use of the air conditioning unit that exclusively services his or her individual Lot at the date of registration of the Strata Plan and has the right to use the area of the Common Property, if any, where the air conditioning unit is located.

33.4 An Owner must maintain the air conditioning unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.

33.5 This by-law may only be amended by special resolution.

#### **Use of an Air Conditioner**

33.6 An Owner or Occupier must not use an air conditioning unit in breach of the Protection of the Environment Operations Act, 1997 or any other applicable law.

33.7 An Owner may remove an air conditioner but must do so at his or her expense and in a workmanlike manner. An Owner must ensure that after an air conditioner is removed the Common Property is restored.

#### **Air Conditioning Property of Owner**

33.8 An air conditioning unit remains the personal property of the Owner of the Lot from time-to-time and must be the sole responsibility for insuring their air conditioning unit.

33.9 An Owner or Occupier of a Lot must not install air conditioning equipment to serve his or her Lot that has a component on any balcony, deck, terrace or area that is visible from outside the Lot.

## **By-Law 34**

### **Access to lots for common property services**

34.1 The Owners Corporation, its employees, contractors and consultants are entitled to enter onto any property of a Lot or Common Property with or without tools and any necessary equipment for the purpose of:

- a. Inspection, maintenance, cleaning, repair, replacement of Common Property services.
- b. Inspection for the purpose of fire safety certification requirements for the building.
- c. Carrying out any necessary works to the Lot, the Common Property or structural cubic space.

in accordance with the provisions of the Act.

34.2 The Owners Corporation is responsible for any damage caused to a Lot in exercising its functions pursuant to this by-law and must make good any such damage.

34.3 Any person taking access to any Lot pursuant to this by-law does so at the risk of the Owners Corporation and not at the risk of the Owner or Occupier of the Lot, unless any damage or injury is caused by the negligence or act of omission of the Owner or Occupier.

## **By-Law 35**

### **Restrictions on installation of equipment.**

35.1 No aerial, antennae, dish or tower or other transmitting or receiving device; or solar energy collector or associated equipment; or energy conservation equipment; or solar hot water system or associated equipment; or similar items may be affixed, erected or maintained on the Lot or Common Property without the prior written approval of the Owners Corporation.

35.2 Approval given by the Owners Corporation may be subject to conditions including the requirement for a by-law to be made and registered.

## **By-Law 36**

### **Preservation of fire safety**

36.1 The Owner or Occupier must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the Lots or Common Property.

36.2 An Owner or Occupier shall not use or interfere with any fire hydrant, hose reel or other fire fighting or fire safety equipment except in the case of any emergency.

36.3 In accordance with the provisions of the Act, the Occupier of a Lot must allow the Owners Corporation, through its agents, access to the Lot for the purpose of fire safety inspections and compliance with the requirements of the Environmental Planning and Assessment Act, 1979.

## **By-Law 37**

### **Compensation to owners corporation**

37.1 The Owner or Occupier of a Lot will be liable to compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Owner or Occupier or their respective tenants, licensees or invitees.

## **By-Law 38**

### **Security and security keys**

38.1 The security of the building is of paramount importance to Owners and Occupiers.

38.2 If it considers it necessary, the Owners Corporation may:

- a. Close off or restrict by means of security key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis.
- b. Exclude access to any part of the Common Property as a means of monitoring the security of the building.
- c. Restrict by means of security key access to one (1) level of the building to any other level.

38.3 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the building.

38.4 Owners and Occupiers must close all security doors and gates when they pass through them.

38.5 If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to Owners and Occupiers, free of charge or for a charge or bond (at the discretion of the Strata Committee), the number of security keys which the Owners Corporation considers necessary. However, the maximum number of security keys for each lot is to be twice the number of approved bedrooms in the lot.

38.6 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra security key they may require.

38.7 Owners and Occupiers must exercise great care in making a security key available for users of their Lot.

38.8 Owners and Occupiers must take all reasonable steps to ensure return of the security key to the Owner or the Owners Corporation.

38.9 Owners and Occupiers must not duplicate or permit a security key to be duplicated and must take all reasonable steps to ensure a security key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

38.10 Owners and Occupiers must promptly notify the Owners Corporation if a security key is lost or destroyed.

38.11 The Owners Corporation has the power to re-code security keys and to require Owners and Occupiers to return their security keys to have them re-coded.

38.12 The Owners Corporation has the power to make agreements with other parties to manage the security keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for security keys

## **By-Law 39**

### **Rules**

39.1 Without limiting the Owners Corporation's powers, it may from time to time make or vary rules to control, manage and operate the Strata Scheme to ensure the Owners and Occupiers can use and enjoy their respective Lots (Rules).

39.2 The Rules shall bind all Owners and Occupiers and their invitees unless they are inconsistent with the Act or a by-law and in which case the Act or by-law shall prevail to the extent of the inconsistency.

## **By-Law 40**

### **Lot building works**

40.1 Works to a Lot may, depending on the scope of the work and the requirements of Consenting Authority, require two (2) levels of approval - Development Approval from Council under the Environmental Planning and Assessment Act, 1979; and the formal approval of the Owners Corporation under the Strata Schemes Management Act, 2015.

40.2 If the Owner of a Lot intended to carry out works of a minor nature (minor works), such as painting, wallpapering, installing new cabinets in the kitchen (without penetrating a Common Property wall, ceiling or floor) then no notice need be given to the Owners Corporation and no consent is required.

40.3 Some works more extensive than minor works may be performed with the written approval of the Owners Corporation. Other works may in addition require the making of a specific by-law.

40.4 If the Owner intends to carry out works that involve penetrating a Common Property wall (other than hanging decorative items), ceiling or floor, or laying tiles on a floor or affixing tiles to a common wall, or that interferes with support or shelter provided for another Lot or Common Property or the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil or other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts, or that in any other respect are more extensive than minor works, then application must be made to the Owners Corporation and written approval obtained PRIOR to such work being commenced.

40.5 No work shall commence until such certification (as may be required by the Owners Corporation or Consenting Authority) and approval is provided. The approval given by the Owners Corporation may be subject to conditions, including the requirement that a specific by-law be made and registered in respect to the work.

## **By-Law 41**

### **Developer's rights**

41.1 This is a by-law made under the provisions of Part 7, Division 3 of the Act The effect of the by-law is to grant the Developer, as Owner of any Lots, special privileges in respect of the Common Property to perform development works while the Developer is the Owner of Lots within the Strata Parcel.

41.2 The Developer may carry out development works and is not required to obtain consent from the Owners Corporation to do so.

41.3 The Developer may have access to the building to carry out development works on Common Property.

41.4 If the Developer requires access to a Lot to carry out development works, the Developer must provide reasonable notice (except in an emergency when no notice is required).

41.5 The Owner or Occupier of the Lot must act reasonably and provide the Developer with access.

41.6 The Owners Corporation is to continue to be responsible for the proper maintenance and keeping of the Common Property in a state of good and serviceable repair.

41.7 The Developer has the special privilege to erect "For Sale" signs to Common Property and may carry out marketing activities at the property until the sale of the last of the Lots owned by the Developer.

## **By-Law 42**

### **Residential recreation area**

42.1 The owner or occupier of a lot in the Strata Scheme and the owner or Occupier of a lot in the Residential A lot Strata Scheme are entitled to use the residential recreation area situated on Level 2 of this Strata Scheme.

42.2 Such Use is to be based on the following terms and conditions:-

- a. The committee shall be responsible for the operation, maintenance and keeping the recreation area tidy, clean and usable state.
- b. The recreation area can be used between the hours of 8am and 9pm and only for quiet and passive recreation purposes.
- c. Every person using the recreation area must abide with By-laws 10, 11, 12, 13 and 14.

## **By-Law 43**

### **Short stay accommodation**

43.1 That part the Paragon development which is subject to this strata scheme was approved for permanent residential accommodation under Development Approval D/2012/1955/K issued by the City of Sydney Council. In particular, condition 17 of the approval stipulates that the lots can only be used for permanent residential accommodation.

43.2 Condition 17 also states that if a lot is to be occupied by people, other than the lot owners, then such occupation is to be subject to a residential tenancy agreement which is for a term of at least three months.

43.3 Any occupation of a lot by people (other than the owners of the lot) for a term of less than three months must be subject to a separate development approval issued by the City of Sydney.

43.4 Notwithstanding Subparagraph 3, any occupation of any lot numbered 1 to 118 inclusive by people (other than the owners of the lot) for a term of less than three months is considered by the Owners Corporation as conferring a privilege of the use of the common property used to access the lot, on the owner of the lot being used in this manner, in accordance with Part 7, Division 3 of the Strata Management Schemes Act 2015. This is due to the fact that the common property can only be used in relation to permanent residential accommodation which is a tenancy for a term for a period of more than three months.

43.5 The owner of the lot being used as described in Subparagraph 4 may, in accordance with Section 143 (2) of the Strata Management Schemes Act 2015, be required by the Owners Corporation to make a payment to the Owners Corporation of \$400 for each day that such use of the lot occurs. The strata committee is to decide whether such payment is required and the strata committee can decide to increase or decrease the payment amount.

43.6 The Owners Corporation is responsible for the maintenance of the common property referred to in this by-law.



## By-Law 44

### Overcrowding

44.1 That part the Paragon development which is subject to this strata scheme was approved for permanent residential accommodation under Development Approval D/2012/1955/K issued by the City of Sydney Council.

44.2 Condition 17(d) of the approval stipulates that the total number of adults residing in a lot shall not exceed twice the number of approved bedrooms in the lot.

44.3 A contravention of Condition 17(d) by any lot numbered 1 to 118 inclusive will be considered by the Owners Corporation as conferring a privilege of the use of the common property used to access the lot on the owner of the lot being used in this manner, in accordance with Part 7, Division 3 of the Strata Management Schemes Act 2015. This is due to the fact that the common property can only be used in relation to compliance with Development Approval D/2012/1955/K.

44.4 The owners of a lot being used in contravention to Subparagraph 2 may, in accordance with Section 143 (2) of the Strata Management Schemes Act 2015, be required to make a payment to the Owners Corporation of \$100 for each day that such contravention occurs. The strata committee is to decide whether such payment is required and the strata committee can decide to increase or decrease the payment amount.

44.5 The Owners Corporation is responsible for the maintenance of the common property referred to in this by-law.

## By-Law 45

### Common property memorandum

45.1 Based on the Common Property Memorandum published by the Office of Fair Trading, the Owners Corporation has the responsibility for the maintenance, repair and replacement of the items listed in By-law 45.2.

45.2

Item	Description
i. Balcony and Courtyards	<ul style="list-style-type: none"> <li>a. Columns and railings.</li> <li>b. Doors, windows and walls (unless the plan was registered before 1 July 1974 - refer to the registered strata plan).</li> <li>c. Balcony ceilings (including painting).</li> <li>d. Security doors, other than those installed by an owner after registration of the strata plan.</li> <li>e. Original tiles and associated waterproofing, affixed at the time of registration of the strata plan.</li> <li>f. Common wall fencing, shown as a thick line on the strata plan.</li> <li>g. Dividing fences on a boundary of the strata parcel that adjoin neighbouring land.</li> <li>h. Awnings within common property outside the cubic space of a balcony or courtyard.</li> <li>i. Walls of planter boxes shown by a thick line on the</li> </ul>

	<p>strata plan.</p> <p>j. That part of a tree which exists within common property.</p>
ii. Ceiling/Roof	<p>a. False ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility).</p> <p>b. Plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility).</p> <p>c. Guttering.</p> <p>d. Membranes.</p>
iii. Electrical	<p>a. Air condition in a systems serving more than one lot.</p> <p>b. Automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller.</p> <p>c. Fuses and fuse board in meter room.</p> <p>d. Intercom handset and wiring serving more than one lot.</p> <p>e. Electrical wiring serving more than one lot.</p> <p>f. Light fittings serving more than one lot.</p> <p>g. Power point sockets serving more than one lot.</p> <p>h. Smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>).</p> <p>i. Telephone, television, internet and cable wiring within common property walls.</p> <p>j. Television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property.</p> <p>k. lifts and lift operating systems.</p> <p>l. Subject to any imbedded network agreement.</p>
iv. Entrance Door	<p>a. Original door lock or its subsequent replacement.</p> <p>b. Entrance door to a lot including all door furniture and automatic closer.</p> <p>c. Security doors, other than those installed by an owner after registration of the strata plan.</p>
v. Floor	<p>a. Original floor boards or parquet flooring affixed to common property floors.</p> <p>b. Mezzanines and stairs within lots, if shown as a separate level in the strata plan.</p> <p>c. Original floor tiles and associated waterproofing affixed</p>

v. Floor	<p>to common property floors at the time of registration of the strata plan.</p> <p>d. Sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan.</p>
vi. General	<p>a. Common property walls.</p> <p>b. The slab dividing two storeys of the same lot, or one storey from an open space roof area, e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 - refer to the registered strata plan).</p> <p>c. Any door in a common property wall (including all original door furniture).</p> <p>d. Skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility).</p> <p>e. Original tiles and associates waterproofing affixed to the common property walls at the time of registration of the strata plan.</p> <p>f. Ducting cover of structure covering a service that serves more than one lot or the common property.</p> <p>g. Ducting for the purposes of carrying pipes servicing more than one lot.</p> <p>h. Exhaust fans outside the lot.</p> <p>i. Hot water service located outside of the boundary of any lot or where that service services more than one lot.</p> <p>j. Letterboxes within common property.</p> <p>k. Swimming pool and associated equipment.</p> <p>l. Gym equipment.</p>
vii. Parking/Garage	<p>a. Carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan.</p> <p>b. Electric garage door opener (motor and device) including automatic opening mechanics which serves more than one lot.</p> <p>c. Garage doors, hinge mechanism and lock, by a thick line on the strata plan or if outside the cubic space of the lot.</p> <p>d. Mesh between parking spaces, if shown by a thick line on the strata plan.</p>
	<p>a. Floor drain or sewer in common property.</p>

viii. Plumbing	<ul style="list-style-type: none"> <li>b. Pipes within common property wall, floor or ceiling.</li> <li>c. Main stopcock to unit.</li> <li>d. Stormwater and on-site detention systems below ground.</li> </ul>
ix. Windows	<ul style="list-style-type: none"> <li>a. Windows in common property walls, including window furniture, sash cord and window seal.</li> <li>b. Insect-screens, other than those installed by an owner after the registration of the strata plan.</li> <li>c. Original lock or other lock if subsequently replacement by the Owners Corporation.</li> </ul>

45.3 Based on the Common Property Memorandum published by the Office of Fair Trading, the relevant Owner has the responsibility for the maintenance, repair and replacement of the items listed in By-law 45.4

45.4

Item	Description
i. Balcony and Courtyards	<ul style="list-style-type: none"> <li>a. Awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and now shown as common property on the strata plan.</li> <li>b. That part of a tree within the cubic space of a lot.</li> </ul>
ii. Ceiling/Roof	<ul style="list-style-type: none"> <li>a. False ceilings inside the lot installed by an Owner after the registration of the strata plan.</li> </ul>
iii. Electrical	<ul style="list-style-type: none"> <li>a. Air conditioning systems, whether inside or outside of a lot, which serve only that lot.</li> <li>b. Fuses and fuse boards within the lot and serving only that lot.</li> <li>c. In-sink food waste disposal systems and water filtration systems.</li> <li>d. Electrical wiring in non-common property walls within a lot and serving only that lot.</li> <li>e. Light fittings, light switches and power point sockets within the lot serving only that lot.</li> <li>f. Telephone, television, internet and cable wiring within non-common property walls and serving only that lot.</li> <li>g. Telephone, television, internet and cable service and connection sockets.</li> <li>h. Intercom handsets serving one lot and associated</li> </ul>

	<p>wiring located within non-common walls.</p> <p>i. Subject to any imbedded network agreement.</p>
iv. Entrance Door	<p>a. Door locks additional to the original lock (or subsequent replacement of the original lock).</p> <p>b. Keys, security cards and access passes.</p>
v. Floor	<p>a. Floor tiles and any associated waterproofing affixed by an Owner after the registration of the strata plan.</p> <p>b. Lacquer and staining on surface of floorboards or parquetry flooring.</p> <p>c. Internal carpeting and floor coverings, unfixed floating floors.</p> <p>d. Mezzanines and stairs within lots that are not shown or referred to in the strata plan.</p>
vi. General	<p>a. Internal (non-common property) walls.</p> <p>b. Paint work inside the lot (including ceiling and entrance door).</p> <p>c. Built-in wardrobes, cupboards, shelving.</p> <p>d. Dishwasher.</p> <p>e. Stove.</p> <p>f. Washing machine and clothes dryer.</p> <p>g. Hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot).</p> <p>h. Internal doors (including door furniture).</p> <p>i. Skirting boards and architraves on non-common property walls.</p> <p>j. Tiles and associated waterproofing affixed to non-common property walls.</p> <p>k. Letterbox within a lot.</p> <p>l. Pavers installed within the lot's boundaries.</p> <p>m. Ducting cover or structure covering a service that serves a single lot.</p>
vii. Parking/Garage	<p>a. Garage door remote controller.</p> <p>b. Garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary.</p> <p>c. Light fittings inside the lot where the light is used exclusively for the lot.</p> <p>d. Mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies).</p>

viii. Plumbing	<ul style="list-style-type: none"><li>a. Pipes, downstream of any stopcock, only serving that lot and not within any common property wall.</li><li>b. Pipes and 'S' bend beneath sink, laundry tub or hand basin.</li><li>c. Sink, laundry tub and hand basin.</li><li>d. Toilet bowl and cistern.</li><li>e. Bath.</li><li>f. Shower screen.</li><li>g. Bathroom cabinet and mirror.</li><li>h. Taps and any associated hardware.</li></ul>
ix. Windows	<ul style="list-style-type: none"><li>a. Window cleaning - interior and exterior surfaces (other than those which cannot safely be accessed by the low owner or occupier).</li><li>b. Locks additional to the original (or any lock replaced by an Owner).</li><li>c. Window lock keys.</li></ul>