

'The Quadrant'

STRATA SCHEME NO. 60339

**1 NORTHCLIFF STREET
MILSONS POINT NSW 2061**

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1 Dictionary

Meaning of words

1.1 This by-law explains words written Like This and some other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Act.

1.2 In the by-laws:

Act is the Strata Schemes Management Act 1996 (NSW).

Air Conditioning Equipment includes, without limitation, air handling units, cables, conduits, pipes, wires and ducts. Each owner has exclusive use of the Air Conditioning Equipment exclusively servicing their Lot. See by-law 19 for more information.

by-laws are the by-laws under the Act in force for The Quadrant.

Carparking Areas are the areas of Common Property of which some owners have exclusive use and a special privilege to park a vehicle. The location of the Carparking Areas are shown on the plans on sheets 32, 33 and 34. See by-law 17 for more information.

Caretaker is the person the Owners Corporation appoints under by-law 32 as the caretaker for The Quadrant.

Commercial Foyer is the Common Property foyer servicing the Commercial Lots shown on the strata plan for The Quadrant as "Office Lift Lobby CP". The owners of Commercial Lots have exclusive use of the Commercial Foyer. See by-law 21 for more information.

Commercial Lots are Lots 13, 15 and 16 (inclusive) and any Lots into which they are subdivided or resubdivided.

Common Property is:

- (a) common property in The Quadrant; and
- (b) the personal property of the Owners Corporation.

Common Property does not include Common Property which an owner must maintain, repair or replace according to a by-law granting the owner exclusive use or special privileges of that Common Property.

Exclusive Use By-Laws are by-laws granting owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Act.

Flag Pole is the Common Property flag pole on the roof of The Quadrant. The owner of Lot 16 has exclusive use of the Flag Pole. See by-law 23 for more information.

Government Agency is a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Loading Bay is the Common Property loading bays and docks on levels 5 and 6 shown on the strata plan for The Quadrant as "Loading Bay CP". The owners of Commercial Lots have exclusive use of the Loading Bay. See by-law 22 for more information.

Lot is a Residential Lot or a Commercial Lot and any Lots into which they are subdivided or resubdivided.

occupier is the occupier, lessee or licensee of a Lot in The Quadrant.

owner is:

- (a) the owner for the time being of a Lot;
- (b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots;
- (c) for a by-law granting exclusive use and special privileges of Common Property, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation is the owners corporation created on registration of the strata plan accompanying these by-laws.

Residential Foyer is the Common Property foyer servicing the Residential Lots shown on the strata plan for The Quadrant as “Apartments Foyer CP”. The owners of Residential Lots have exclusive use of the Residential Foyer. See by-law 20 for more information.

Residential Lots are Lots 1 to 12 (inclusive) and 14 and any Lots into which they are subdivided or resubdivided.

Rules are rules made by the Owners Corporation according to by-law 34. You must comply with the Rules.

Security Key is a key, magnetic card or other device or information used in The Quadrant to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Strata Manager is the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

The Quadrant is the strata scheme created on registration of the strata plan accompanying this by-law instrument.

you is an owner or occupier of a Lot.

Interpreting the by-laws

1.3 In the by-laws a reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (d) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (e) a third party includes a person who is not an owner;
- (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (g) the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the by-laws.

2 About the by-laws

Purpose of the by-laws

- 2.1 The by-laws regulate the day to day management and operation of The Quadrant. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in The Quadrant.
- 2.2 The by-laws are designed to maintain the quality of The Quadrant and protect the unique life style enjoyed by all owners and occupiers. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property, while balancing the rights of the owners and occupiers of Residential Lots and Commercial Lots.

Residential Lots and Commercial Lots

- 2.3 The Quadrant contains a mixture of Residential Lots and Commercial Lots. To ensure that the rights and interest of the owners and occupiers of both types of Lots are protected, some by-laws make specific provisions for Residential Lots or Commercial Lots.

Purpose of the Exclusive Use By-Laws

- 2.4 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 which they exclusively use.
- 2.5 The Owners Corporation may amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of each owner who has the exclusive use rights.

Who must comply with the by-laws?

- 2.6 Owners and occupiers of Residential Lots must comply with by-laws that relate specifically to Residential Lots.
- 2.7 Owners and occupiers of Commercial Lots must comply with the by-laws that relate specifically to Commercial Lots.
- 2.8 By-laws that do not specifically relate to Residential Lots or Commercial Lots apply to all owners and occupiers.
- 2.9 The Owners Corporation must comply with the by-laws.

3 Your behaviour

- 3.1 You must not:
 - (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another owner or occupier;
 - (b) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
 - (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;

- (d) obstruct the legal use of Common Property by any person;
 - (e) do anything in The Quadrant that is illegal; or
 - (f) do anything that might damage the good reputation of The Quadrant.
- 3.2 You must be adequately clothed when you are on Common Property.
- 3.3 You must not allow children in your care to:
- (a) play on Common Property inside The Quadrant (eg accessways, hallways or stairs); or
 - (b) unless an adult exercising effective control is with them, be in an area of Common Property that may be dangerous to children (eg the carpark).

4 You are responsible for others

- 4.1 You must:
- (a) make sure your visitors comply with the by-laws;
 - (b) make your visitors leave The Quadrant if they do not comply with the by-laws;
 - (c) take reasonable care about who you invite into The Quadrant; and
 - (d) accompany your visitors at all times, except when they are entering and leaving The Quadrant.
- 4.2 If you lease or licence your Lot, you must:
- (a) ensure that your tenant or licensee and their visitors comply with the by-laws; and
 - (b) take all action available to you, including action under the lease or licence agreement, to make them comply or leave The Quadrant.
- 4.3 You must not allow another person to do anything that you cannot do under the by-laws.

5 Your Lot

5.1 You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) subject to your rights under the by-laws, park your vehicle wholly within the carspace for your Lot;
- (c) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot whether or not you made the installation or alteration;
- (d) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance premiums for insurances effected by the Owners Corporation; and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

5.2 You must have consent from the Owners Corporation to:

- (a) store things in the carspace of your Lot (other than a vehicle);
- (b) subject to your rights under the by-laws, keep anything in your Lot that is visible from outside the Lot and is not in keeping with the appearance of The Quadrant;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or The Quadrant; or
- (d) attach or hang an aerial or wires outside your Lot or The Quadrant.

5.3 You must have consent from the Owners Corporation to enclose the carspace of your Lot. The Owners Corporation must not give you consent if the enclosure will interfere with or impede access by another owner or occupier to their carspace or to Common Property they are entitled to use.

5.4 You must not:

- (a) operate electronic equipment or a device which interferes with domestic appliances; or
- (b) install or operate an intruder alarm with an audible signal.

6 You must comply with the law

6.1 You must comply on time and at your cost with all laws relating to:

- (a) your Lot;

- (b) the use of your Lot; and
 - (c) Common Property to which you have a licence, lease or a right to exclusive use or special privileges.
- 6.2 The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

7 Floor coverings in your Lot

- 7.1 An owner must keep floors in their Lot covered or treated to stop the transmission of noise that might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, lavatory or laundry of the Lot.
- 7.2 You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot that assist to prevent the transmission of noise that might unreasonably disturb another owner or occupier.

8 Cleaning windows in your Lot

What are the obligations of the Owners Corporation?

- 8.1 The Owners Corporation must enter into an arrangement with an appropriate contractor to clean Common Property windows that:
- (a) are not on the terrace of a Lot; or
 - (b) cannot be reached safely from a Lot or the terrace of a Lot.
- 8.2 The arrangements with the contractor must:
- (a) provide for the windows to be cleaned at least one time per year; and
 - (b) comply with the requirements of WorkCover New South Wales for cleaning windows in The Quadrant.

What are your rights and obligations?

- 8.3 You must clean the glass windows and glass doors in your Lot which you can safely access from your Lot.

9 Drying your laundry

You must not hang laundry, bedding or other articles on the terrace of your Lot or in an area that is visible from outside your Lot.

10 How to dispose of your garbage

Requirements for Residential Lots

- 10.1 If you are the owner or occupier of a Residential Lot, you must:
- (a) drain and securely wrap all your household garbage and put it in the appropriate garbage receptacle in the Common Property garbage room on your level of The Quadrant;
 - (b) leave your other garbage and recyclable materials in the appropriate receptacle in the Common Property garbage room on your level of The Quadrant;
 - (c) recycle your garbage according to instructions from the Owners Corporation and Government Agencies;
 - (d) drain and clean bottles and make sure they are not broken before you put them in a Common Property garbage room; and
 - (e) contact the Owners Corporation to remove your large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment (at your cost).
- 10.2 If you are the owner or occupier of a Residential Lot, you must not leave garbage and recyclable materials on Common Property (except in the Common Property garbage room on your level of The Quadrant according to this by-law).

Requirements for Commercial Lots

- 10.3 If you are the owner or occupier of a Commercial Lot, you must:
- (a) store your garbage in the Common Property garbage room on level 6 of The Quadrant; and
 - (b) arrange, at your cost, for your garbage to be regularly removed from The Quadrant.

What are the rights and obligations of the Owners Corporation?

- 10.4 The Owners Corporation must:
- (a) arrange for the regular removal of household garbage and recyclable materials from the Common Property garbage rooms used by the owners and occupiers of Residential Lots to the Common Property garbage room on level 6 of The Quadrant;
 - (b) arrange for the removal of large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment from the Common Property garbage rooms used by the owners and occupiers of Residential Lots (at the cost of the relevant owner or occupier); and
 - (c) regularly clean each Common Property garbage room.

- 10.5 The Owners Corporation may make Rules about the storage and removal of garbage from The Quadrant. You must comply with the Rules.

11 Keeping an animal

What animals may you keep?

- 11.1 Subject to the conditions in this by-law, you may keep:
- (a) a guide dog or hearing dog if you are visually or hearing impaired;
 - (b) one small dog or one small cat; or
 - (c) fish in an in-door aquarium.
- 11.2 You must have consent from the Owners Corporation to keep any other type or number of animals.

Rights of the Owners Corporation

- 11.3 The Owners Corporation may:
- (a) give consent under this by-law in its absolute discretion; and
 - (b) make conditions about you keeping an animal if it gives you consent.
- 11.4 If you keep an animal under this by-law, the Owners Corporation has the right at any time to order you to remove the animal if:
- (a) it becomes offensive, vicious, noisy or a nuisance;
 - (b) you do not comply with the conditions made by the Owners Corporation for keeping the animal; or
 - (c) if you keep a dog, the dog is not registered or is a dangerous dog under the *Dog Act 1966* (NSW).

Your obligations

- 11.5 You must comply with any conditions the Owners Corporation makes if it gives you consent to keep an animal.
- 11.6 If you keep an animal under this by-law, you must keep your animal in your Lot and not let it wander onto Common Property or another Lot. If you have to take your animal onto Common Property (eg to transport it out of The Quadrant), you must restrain the animal (eg by leash or pet cage) and control it at all times.
- 11.7 If you keep an animal under this by-law, you are responsible:
- (a) to other owners, occupiers and persons lawfully using Common Property for:

- (i) noise your animal makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and
- (b) to clean up after your animal.

Your visitors animals

- 11.8 You must not allow your visitors to bring animals into The Quadrant unless they are guide dogs or hearing dogs.

12 What you may keep on the terrace of your Lot

- 12.1 You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the terrace of your Lot only if it:
- (a) is of type approved by the Owners Corporation;
 - (b) will not cause damage; and
 - (c) is not dangerous.
- 12.2 To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the terrace of your Lot that are not Common Property.

13 Erecting a sign

- 13.1 Subject to this by-law, you must not erect a sign in your Lot or on Common Property.
- 13.2 This by-law does not interfere with the rights of the owners and occupiers of Commercial Lots to erect signs in the Commercial Foyer according to by-law 21.

14 Fire control

- 14.1 You may keep flammable materials in your Lot if you:
- (a) use them in connection with the lawful use of your Lot; and
 - (b) keep them in reasonable quantities according to the guidelines of Government Agencies.
- 14.2 You and the Owners Corporation must comply with laws about fire control.
- 14.3 You must not:

- (a) keep flammable materials on Common Property;
- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes.

15 Moving stock, furniture and goods

Using the Loading Bay

- 15.1 The owners of Commercial Lots have exclusive use of the Loading Bay. The owners and occupiers of Residential Lots cannot use the Loading Bay. See by-law 22 for more information.

Requirements for Residential Lots

- 15.2 If you are the owner or occupier of a Residential Lot, you must:
- (a) make arrangements with the Owners Corporation (or its nominee) at least 48 hours before you move furniture or goods through The Quadrant;
 - (b) move furniture and goods through The Quadrant according to the instructions of the Owners Corporation (or its nominee); and
 - (c) comply with the reasonable requirements of the Owners Corporation (or its nominee) about moving furniture and goods through The Quadrant, including requirements to fit an apron cover to the lift you use while moving the furniture or goods.

Requirements for Commercial Lots

- 15.3 If you are the owner or occupier of a Commercial Lot you must use the Loading Bay to deliver stock and other goods to your Commercial Lot.
- 15.4 If you are the owner or occupier of a Commercial Lot, you must:
- (a) move stock and other goods through The Quadrant according to the instructions of the Owners Corporation (or its nominee); and
 - (b) comply with the reasonable requirements of the Owners Corporation (or its nominee) about moving stock and goods through The Quadrant.

16 Parking on Common Property

Subject to your rights under the by-laws, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

17 Exclusive use of Carparking Areas

Exclusive use rights

17.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each of the owners in column 1 below.

17.2 The owners of the lots in column 1 of the following table have:

- (a) exclusive use of the Carparking Area in column 2 adjacent to their lot numbers; and
- (b) the special privileges in column 3 adjacent to their lot numbers.

Column 1	Column 2 Carparking Area	Column 3 Special privilege
19	Carparking Area "C" on level 2 of The Quadrant	To park a motor vehicle in Carparking Area "C"
20	Carparking Area "A" on level 1 of The Quadrant	To park a motor vehicle in Carparking Area "A"
21	Carparking Area "B" on level 1 of The Quadrant Carparking Area "E" on level 3 of The Quadrant	To park a motor vehicle in Carparking Area "B" To park a motor vehicle in Carparking Area "E"
22	Carparking Area "D" on level 3 of The Quadrant	To park a motor vehicle in Carparking Area "D"

Maintaining the Carparking Areas

17.3 Each of the owners must:

- (a) clean, maintain and repair their Carparking Area; and
- (b) repair damage to Common Property caused by exercising rights under this by-law.

17.4 The Owners Corporation must, where necessary, replace and make structural repairs to the Carparking Areas.

What are the obligations of the owners?

17.5 Each owner must:

- (a) park their vehicle wholly within their Carpark Area and not on any other part of Common Property;
- (b) give the Owners Corporation access to their Carpark Area so that the Owners Corporation may comply with its obligations under the by-laws and the Act;
- (c) comply with the by-laws and all laws relating to use of the Carparking Area; and
- (d) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law or using their Carpark Area

17.6 Each owner must not

- (a) enclose their Carpark Area; or
- (b) store or keep anything in their Carpark Area (other than a vehicle according to this by-law).

17.7 Each owner may allow an occupier of their Lot to exercise the rights of the owner under this by-law. However, the owner remains responsible to the Owners Corporation to perform the functions and duties of the owner under this by-law.

Identifying the Carpark Areas

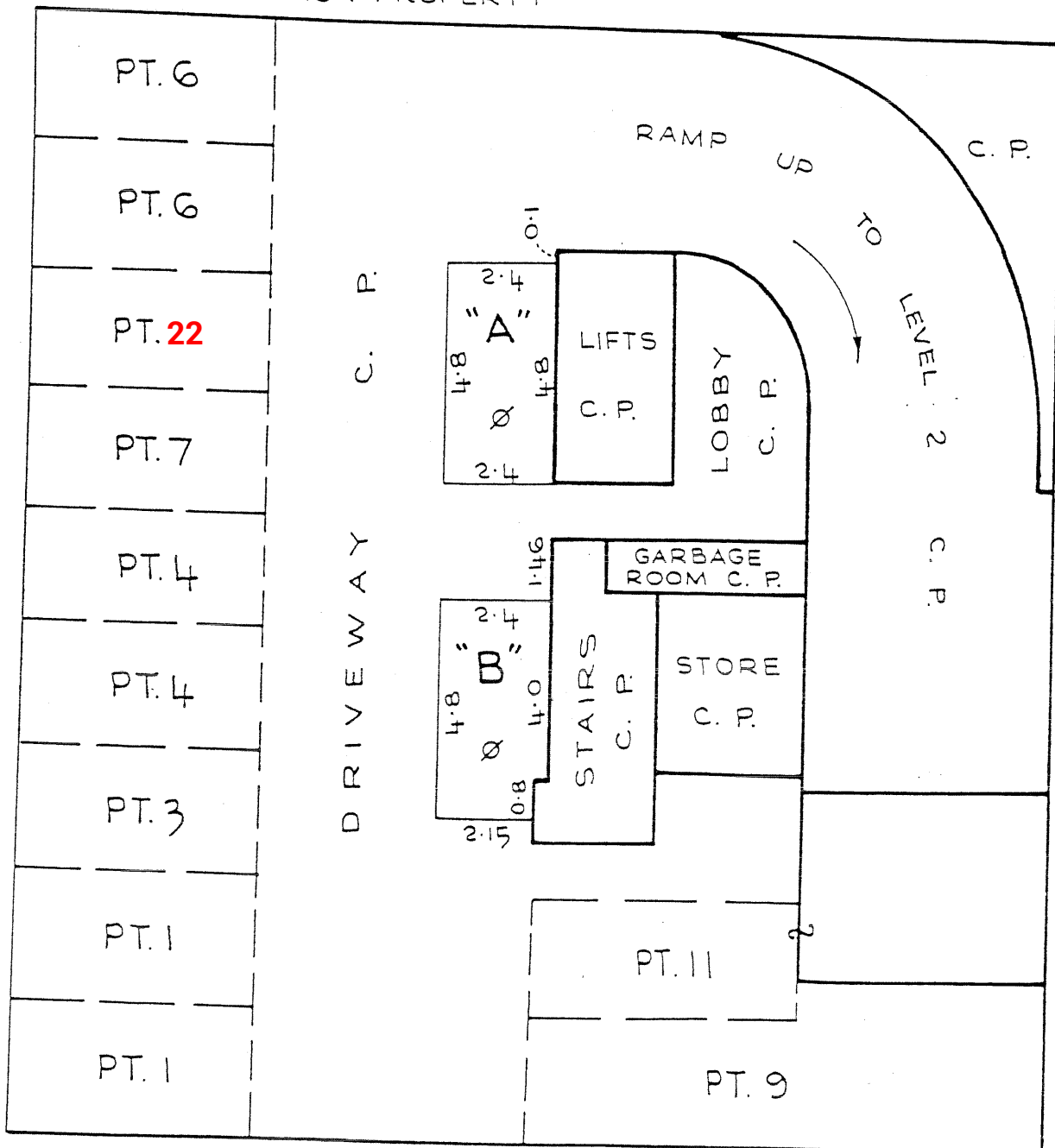
17.8 The Owners Corporation may identify the Carpark Areas by line marking or other available techniques (in the absolute discretion of the Owners Corporation).

17.9 The Owners Corporation must properly maintain, repair and, where necessary, replace any line marking or other materials it uses to identify the Carpark Areas.



**PLAN OF PART OF COMMON PROPERTY IN SP 60339
SHOWING EXCLUSIVE USE AREAS
"THE QUADRANT" LEVEL 1
1 NORTHCLIFF STREET MILSONS POINT NSW 2061
RATIO 1:150**

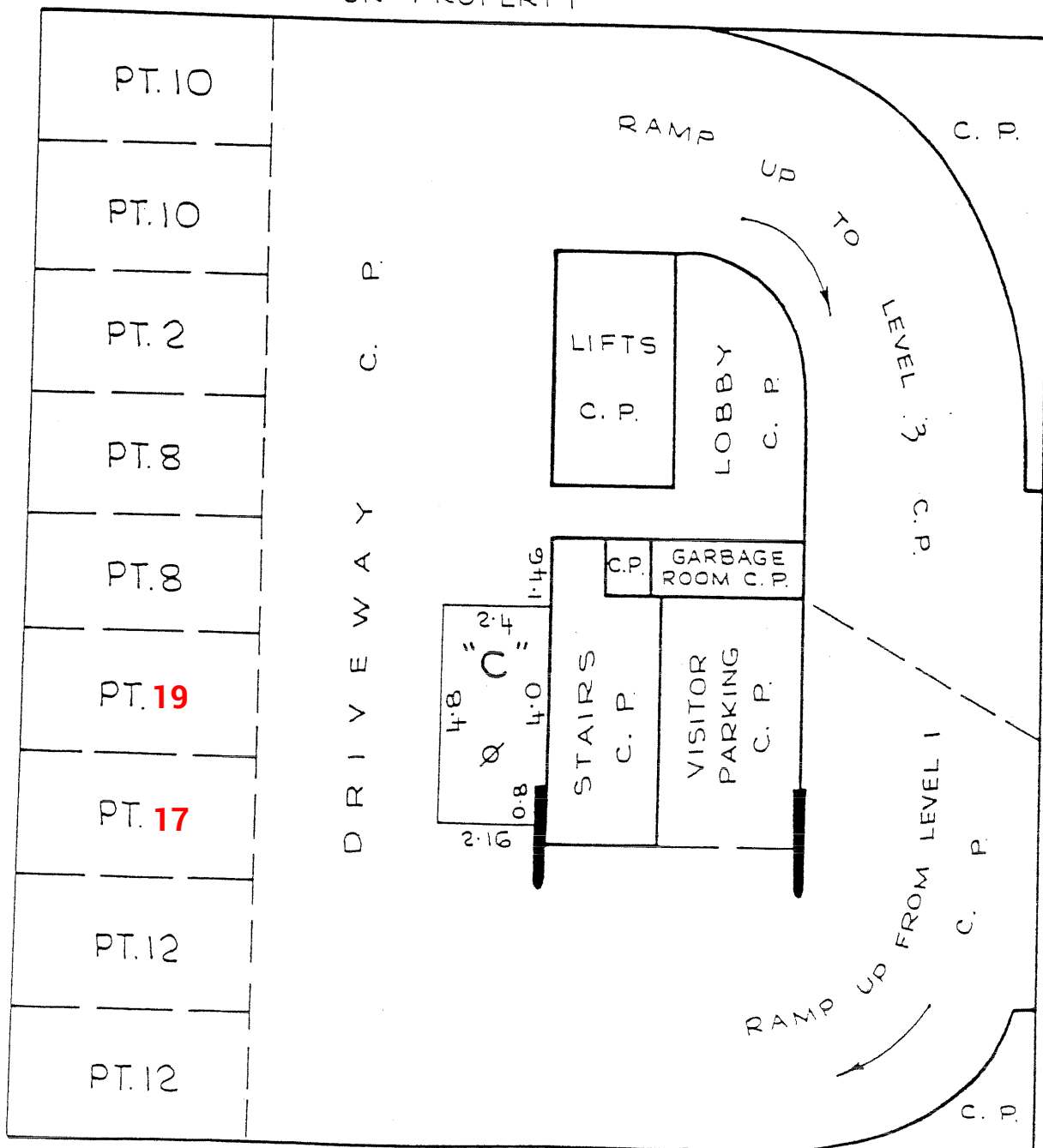
Ø - EXCLUSIVE USE AREA
C.P. - COMMON PROPERTY





**EXCLUSIVE USE AREA
ON COMMON PROPERTY
LEVEL 2
RATIO 1:150**

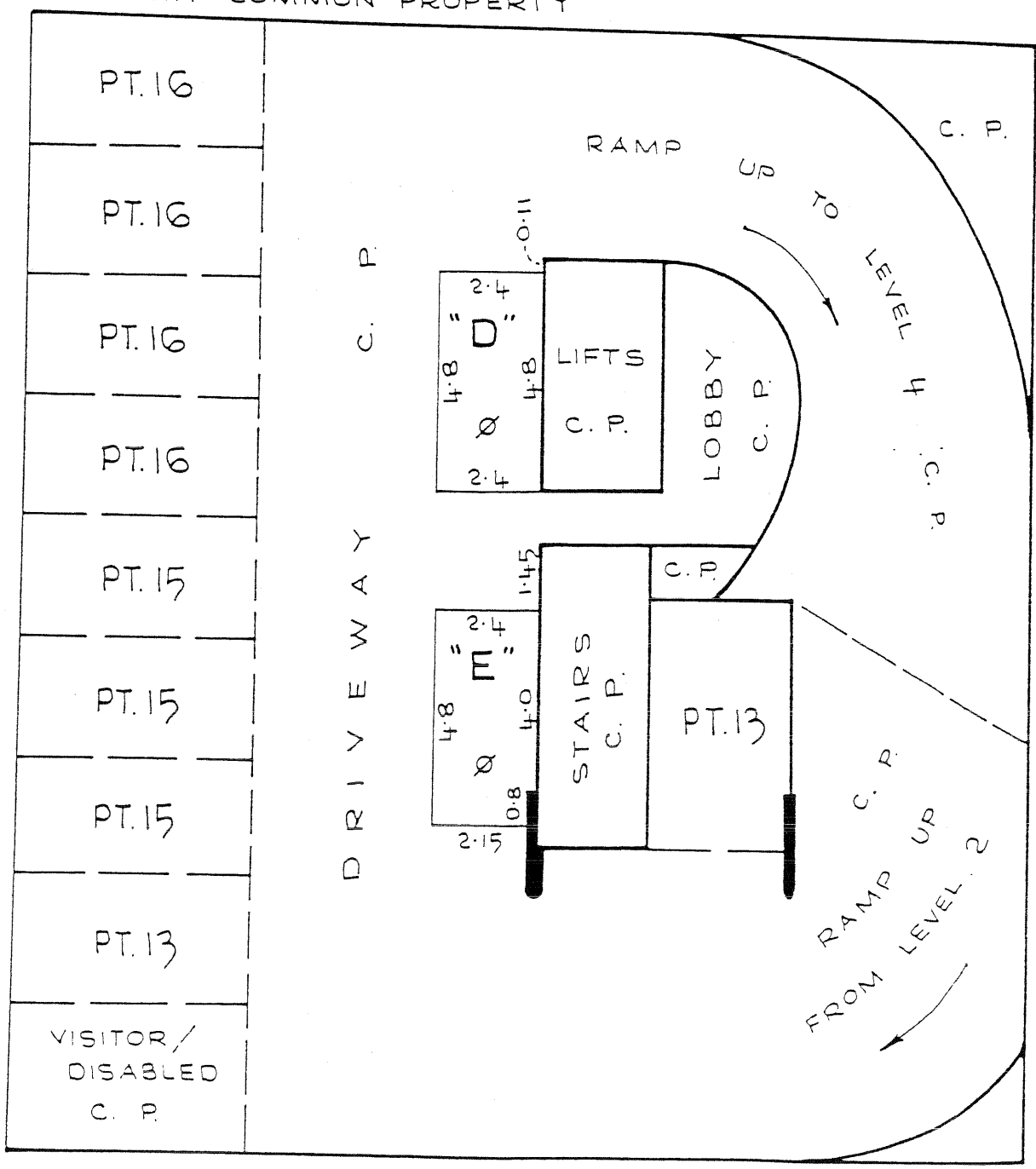
Ø - EXCLUSIVE USE AREA
C.P. - COMMON PROPERTY





**EXCLUSIVE USE AREAS
ON COMMON PROPERTY
LEVEL 3
RATIO 1:150**

Ø - EXCLUSIVE USE AREA
C.P. - COMMON PROPERTY



18 Air conditioning Equipment and Cooling Tower

18.1 The Owners Corporation must:

- (a) ensure that the Common Property cooling tower is available for use at all times;
- (b) properly maintain, repair and, where necessary, replace the Common Property cooling tower and Air Conditioning Equipment of which owners do not have exclusive use under by-law 19; and
- (c) comply with the requirements of Government Agencies about the maintenance, repair and replacement of the Common Property cooling tower and Air Conditioning Equipment of which owners do not have exclusive use under by-law 19.

18.2 The Owners Corporation must have the written consent of the owner of each Commercial Lot to amend this by-law or discontinue use of the Common Property cooling tower.

19 Exclusive use of Air Conditioning Equipment

Exclusive use rights

- 19.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of each owner.
- 19.2 The owners of each Lot have exclusive use of the Air Conditioning Equipment which exclusively services their Lot.

What are the obligation of the owners?

19.3 Each owner must:

- (a) maintain, repair and, where necessary, replace Air Conditioning Equipment which exclusively services their Lot;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Air Conditioning Equipment which exclusively services their Lot;
- (c) comply with the requirements of Government Agencies about Air Conditioning Equipment;
- (d) repair damage caused to Common Property caused by exercising rights under this by-law; and
- (e) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law.

20 Exclusive use of the Residential Foyer

Exclusive use rights

- 20.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owners of each Residential Lot.
- 20.2 The owners of each Residential Lot have joint exclusive use of the Residential Foyer.

Maintaining the Residential Foyer

20.3 The Owners Corporation must:

- (a) maintain, repair and, where necessary, replace the Residential Foyer; and
- (b) repair damage to Common Property caused by exercising rights under this by-law.

What are the obligations of the owners?

20.4 The owners of Residential Lots must:

- (a) reimburse the Owners Corporation for its costs according this by-law;
- (b) pay their costs under this by-law on time;
- (c) give the Owners Corporation access to the Residential Foyer so that the Owners Corporation may comply with its obligations under the by-laws and the Act; and
- (d) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law or using the Residential Foyer.

- 20.5 When exercising their rights under this by-law, the owners of Residential Lots must not limit or prohibit access by the owner or occupier of a Commercial Lot (or their invitees or clients) to their Commercial Lot.

Paying for the Residential Foyer

- 20.6 The owners of Residential Lots must reimburse the Owners Corporation for the costs it incurs under this by-law in shares proportional to the unit entitlements of their Residential Lots.
- 20.7 The Owners Corporation must give each owner of a Residential Lot regular accounts for their costs under this by-law. The Owners Corporation may:
- (a) include the account in notices for the administrative and sinking fund contributions of the owner; and
 - (b) require the owner to pay the costs in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

21 Exclusive use of the Commercial Foyer

Exclusive use rights

- 21.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owners of each Commercial Lot.
- 21.2 The owners of each Commercial Lot have:
- (a) joint exclusive use of the Commercial Foyer; and
 - (b) a special privilege to erect signs in the Commercial Foyer according to this by-law.

Maintaining the Commercial Foyer

- 21.3 The Owners Corporation must:
- (a) maintain, repair and, where necessary, replace the Commercial Foyer (but not signs erected in the Commercial Foyer by owners according to this by-law); and
 - (b) repair damage to Common Property caused by exercising rights under this by-law.

What are the obligations of the owners?

- 21.4 The owners of Commercial Lots must:
- (a) reimburse the Owners Corporation for its costs according to this by-law;
 - (b) pay their costs under this by-law on time;

- (c) give the Owners Corporation access to the Commercial Foyer so that the Owners Corporation may comply with its obligations under the by-laws and the Act; and
- (d) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law or using the Commercial Foyer.

21.5 When exercising their rights under this by-law, the owners of Commercial Lots must not limit or prohibit access by the owner or occupier of a Residential Lot (or their invitees) to their Residential Lot.

Procedures for erecting a sign

21.6 The owners of Commercial Lots may erect signs in the Commercial Foyer if the owners unanimously agree about:

- (a) the location of the signs;
- (b) the design of the signs;
- (c) the materials of the signs; and
- (d) all other matters relevant to the signs.

21.7 Each owner must maintain, repair and, where necessary, replace a sign erected in the Commercial Foyer that services their Commercial Lot (whether or not they erected the sign).

Paying for the Commercial Foyer

21.8 The owners of Commercial Lots must reimburse the Owners Corporation for the costs it incurs under this by-law in shares proportional to the unit entitlements of their Commercial Lots.

21.9 The Owners Corporation must give each owner of a Commercial Lot regular accounts for their costs under this by-law. The Owners Corporation may:

- (a) include the account in notices for the administrative and sinking fund contributions of the owner; and
- (b) require the owner to pay the costs in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

22 Exclusive use of the Loading Bay

Exclusive use rights

22.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owners of each Commercial Lot.

22.2 The owners of each Commercial Lot have:

- (a) joint exclusive use of the Loading Bay; and
- (b) a special privilege to use the Loading Bay to deliver stock and other goods to their Commercial Lots.

Maintaining the Loading Bay

22.3 The Owners Corporation must:

- (a) maintain, repair and, where necessary, replace the Loading Bay; and
- (b) repair damage to Common Property caused by exercising rights under this by-law.

What are the obligations of the owners?

22.4 The owners of Commercial Lots must:

- (a) reimburse the Owners Corporation for its costs according to this by-law;
- (b) pay their costs under this by-law on time;
- (c) give the Owners Corporation access to the Loading Dock so that the Owners Corporation may comply with its obligations under the by-laws and the Act; and
- (d) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law or using the Loading Dock.

Paying for the Loading Bay

22.5 The owners of Commercial Lots must reimburse the Owners Corporation for the costs it incurs under this by-law in shares proportional to the unit entitlements of their Commercial Lots.

22.6 The Owners Corporation must give each owner of a Commercial Lot regular accounts for their costs under this by-law. The Owners Corporation may:

- (a) include the account in notices for the administrative and sinking fund contributions of the owner; and
- (b) require the owner to pay the costs in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

23 Exclusive use of the Flag Pole

Exclusive use rights

23.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owner of Lot 16.

23.2 The owner of Lot 16 has:

- (a) exclusive use of the Flag Pole; and
- (b) a special privilege to run flags, pennants or banners from the Flag Pole.

What are the obligation of the owner?

23.3 The owner must:

- (a) properly maintain all flags, pennants or banners run from the Flag Pole and ensure that they are in good order at all times; and
- (b) repair damage caused to Common Property caused by the owner while exercising rights under this by-law.

What are the obligations of the Owners Corporation?

23.4 The Owners Corporation must maintain, repair and, where necessary, replace the Flag Pole (other than flags, pennants or banners run from the Flag Pole according to this by-law).

24 Renovations

1. Introduction

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

2. Definitions & Interpretation

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

- (a) “**Act**” means the *Strata Schemes Management Act 2015*,
- (b) “**apartment**” means a lot in the strata scheme 60339,
- (c) “**annexure**” means the annexure to this by-law,
- (d) “**building**” means the building in the strata scheme in which your apartment is located,
- (e) “**common area**” means the common property in the strata scheme,
- (f) “**excluded renovations**” means any work to an apartment or a common area in the building in connection with an apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) renovating a bathroom, laundry or kitchen that involves reconfiguring existing or installing new plumbing to service the fixtures and fittings in the bathroom, laundry or kitchen,
 - (iii) work that changes the external appearance of an apartment such as:
 - (A) installing an aerial, antenna or satellite dish,
 - (B) installing a skylight, whirlybird, ventilation fan or solar panels in or on a roof above an apartment,
 - (C) installing an awning, pergola or vergola,
 - (D) enclosing a balcony,
 - (E) installing a new window in a boundary wall of an apartment or installing a new balcony door or window,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,
- (h) “**pre-approved renovations**” or “**renovations**” means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen including:
 - replacement of floor and wall coverings in the kitchen,
 - replacement of fixtures and fittings in the kitchen including cabinets, sinks and benches,
 - replacement or installation of appliances,
 - (ii) renovating a bathroom or laundry including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom or laundry,
 - replacement of fixtures and fittings in the bathroom or laundry including the vanity, toilet, bath tub, shower and sink,
- (iii) renovating any other room in your apartment in a manner that does not involve structural alterations,
- (iv) work involving reconfiguring walls in a manner that does not involve structural changes,
- (v) changing or installing recessed light fittings,
- (vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (vii) installing or replacing wood or other hard floors,
- (viii) installing or replacing wiring or cabling or power or access points,
- (ix) installing or replacing pipes and ducts,
- (x) installing ceiling insulation,
- (xi) installing an exhaust fan in a bathroom, laundry or kitchen,
- but cannot include excluded renovations,
- (i) “**strata scheme**” means the strata scheme to which this by-law applies, and
- (j) “**you**” means an owner of an apartment and includes your successors in title.

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

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and

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

3. Renovations Approval Process

3.1 Excluded Renovations Require Approval - The Approval Process

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

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

3.1.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the excluded renovations,
- (d) drawings, plans and specifications for the excluded renovations,
- (e) an estimate of the duration and times of the excluded renovations,
- (f) details of the persons carrying out the excluded renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the excluded renovations.

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

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

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

3.1.7 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

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

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

3.2 Renovations That Do Not Require Approval

You may carry out, or permit anyone else to carry out on your behalf, pre-approved renovations to a common area in connection with your apartment on the conditions of this by-law.

4. Conditions for Renovations

4.1 Before the Renovations

4.1.1 Before commencing renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include:

- (h) your name, address and telephone number,
- (i) your apartment and lot number,
- (j) details of the renovations,
- (k) drawings, plans and specifications for the renovations,
- (l) an estimate of the duration and times of the renovations,
- (m) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,
- (n) details of arrangements to manage any resulting rubbish or debris arising from the renovations,

(b) Strata Committee Confirmation

obtain written notification from the owners corporation or strata committee that your notice given under clause 4.1.1(a) is satisfactory,

(c) Written Consent

give the owners corporation your written consent to this by-law by completing, signing and giving the secretary of the owners corporation or strata managing agent the consent form in the annexure, if you have not already done so,

(d) Contractor's Licence and Insurance Details

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

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$20,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the renovations (if required by law),

(e) Engineer's Report

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

(f) Acoustic Consultant's Report

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

(g) Dilapidation Report

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

(h) Bond

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

(i) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering your notice given under clause 4.1.1(a) for the renovations including any consultant's, solicitor's building manager's and strata manager's costs.

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

4.2 During the Renovations

During the renovations you must:

(a) Standard of Workmanship

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

(b) Quality of Renovations

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

(c) Time for Completion of Renovations

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

(d) Times for Renovations

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

(e) Times for Operation of Noisy Equipment

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

(f) Appearance of Renovations

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

(g) Supervision of Renovations

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

(h) Noise During Renovations

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

(i) Transportation of Construction Equipment

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

(j) Debris

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

(k) Storage of Building Materials on Common Areas

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

(l) Protection of Building

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

(m) Building Integrity

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

(n) Daily Cleaning

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

(o) Interruption to Services

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

(p) Access

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

(q) Vehicles

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

(r) Security

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

(s) Variation to renovations

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

(t) Costs of renovations

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

4.3 After the Renovations

After the renovations have been completed, you must:

(a) Notify the Owners Corporation

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

(b) Access

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

(c) Obtain Planning Certificates

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

(d) Restore the Common Areas

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

(e) Engineer's Report

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

(f) Expert's Report

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

(g) Acoustic Consultant's Report

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

4.4 Enduring Obligations

You must:

(a) Maintenance of Renovations

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

(b) Repair Damage

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

(c) Prevent Excessive Noise

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

(d) Flooring

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

(e) Indemnity

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

(f) Insurance

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

(g) Comply with the Law

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

5. Bond

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

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

(b) cleaning any part of the common area as a result of the renovations,

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

6. Breach of this By-Law

- 6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
- (a) rectify the breach,
 - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Decision of Owners Corporation not to Maintain Renovations

To avoid doubt, the owners corporation determines that:

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

8. Existing Renovations

- 8.1 The owners corporation grants you the special privilege to retain any existing renovations undertaken to a common area in connection with your apartment before the making of this by-law.
- 8.2 You must comply with the conditions set out in clause 6 of this by-law in relation to any existing renovations undertaken to a common area in connection with your apartment before the making of this by-law.
- 8.3 To avoid doubt, you must properly maintain and keep in a state of good and serviceable repair any existing renovations undertaken to a common area in connection with your apartment before the making of this by-law and, where necessary, renew or replace the whole or any part of those existing renovations.

ANNEXURE

Motion and By-Law for Major Renovations

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

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

1. Introduction

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

2. Definitions

In this By-Law:

“**Lot**” means Lot in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by and dated attached to this By-Law;

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

“**Renovations By-Law**” means Special By-Law 24–Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this By-Law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this By-Law.

4. Conditions

4.1 The Renovations By-Law will apply to the Major Renovations.

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

4.3 The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

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

4.5 The Owner must pay the reasonable costs of the Owners Corporation incurred in connection with approving and registering this By-Law.

4.6 For the avoidance of doubt, this By-Law operates as the approval of the Owners Corporation of the Major Renovations for the purposes of the Renovations By-Law.

Application to carry out renovations checklist

(to be completed by the owner/s of the lot)

Section 1 Your particulars

Name	
Address	
Telephone number	
Email	
Apartment and lot number	
Strata Plan number	

Section 2 Proposed Renovations

Will the renovations involve the following:	Yes	Include documents/information specified in Section 3
Structural changes such as the removal of the whole or part of a load bearing wall		(a), (b), (c), (d), (e), (l), (j), (k), (l), (m)
Reconfiguring existing or installing new plumbing to service the fixtures and fittings inside external wall/ceiling/slab		(a), (b), (c), (d), (e), (l), (j), (k), (l), (m)
Work that changes the external appearance of your lot:		
• Installing an aerial, antenna or satellite dish		(a), (b), (c), (d), (e), (l), (j), (k), (l)
• Installing a skylight, whirlybird, ventilation fan or solar panels in or on a roof above an apartment		(a), (b), (c), (d), (e), (l), (j), (k), (l)
• Installing an awning, pergola or vergola		(a), (b), (c), (d), (e), (l), (j), (k), (l), (m)
• Enclosing a balcony/another part of your lot		(a), (b), (c), (d), (e), (l), (j), (k), (l), (m)
• Installing a new window in a boundary wall of an apartment or installing a new balcony door or window		(a), (b), (c), (d), (e), (l), (j), (k), (l), (m)
Work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979		
Renovating a kitchen including:		
• Replacement of floor and wall coverings in the kitchen		(b), (c), (d), (e), (l), (j), (k), (l)
• Replacement of fixtures and fittings in the kitchen including cabinets, sinks and benches		(b), (c), (d), (e), (l), (j), (k), (l)
• Replacement or installation of appliances		(b), (c), (d), (e), (l), (j), (k), (l)
• Reconfiguring existing or installing new plumbing to service the fixtures and fitting		(a), (b), (c), (d), (e), (l), (j), (k), (l)
Renovating a bathroom or laundry including:		
• Replacement of tiles and waterproofing on the floor and walls of the bathroom or laundry		(b), (c), (d), (e), (l), (j), (k), (l)
• Replacement of fixtures and fittings in the bathroom or laundry including the vanity, toilet, bath tub, shower and sink		(b), (c), (d), (e), (l), (j), (k), (l)
• Reconfiguring existing or installing new plumbing to service the fixtures and fittings		(a), (b), (c), (d), (e), (l), (j), (k), (l)
Installing an exhaust fan in a bathroom, laundry or kitchen		(b), (c), (d), (e), (l), (j), (k), (l)
Renovating any other room in your apartment in a manner that does not involve structural alterations		(b), (c), (d), (e), (l), (j), (k), (l)

Work involving reconfiguring walls in a manner that does not involve structural changes	(b), (c), (d), (e), (l), (j), (k), (l)
Changing or installing recessed light fittings	(b), (c), (d), (e), (l), (j), (k), (l)
Removing carpet or other soft floor coverings to expose underlying wooden or other hard floors	(e), (h), (j), (k), (l), (m)
Installing or replacing wood or other hard floors	(e), (h), (j), (k), (l), (m)
Installing or replacing wiring or cabling or power or access points	(b), (c), (d), (e), (l), (j), (k), (l)
Installing or replacing pipes and ducts	(b), (c), (d), (e), (l), (j), (k), (l)
Installing ceiling insulation	(b), (c), (d), (e), (l), (j), (k), (l)
Replacement of tiles and waterproofing on the floor of the balcony	(a), (b), (c), (d), (e), (l), (j), (k), (l)
Installing a reverse cycle split system air conditioner or a ducted air conditioning system:	
• On the balcony or within your lot	(e), (f), (g)(j), (k), (l), (m)
• On the common property	(a), (e), (f), (g)(j), (k), (l), (m)
Installing a hot water service (other than replacing existing "like for like")	
• On the balcony or within your lot	(e), (g)(j), (k), (l)
• On the common property	(a), (e), (g)(j), (k), (l)

Section 3 Document/information to include with your application

(a)	Completed Common Property Rights/Works By-Law (refer to Annexure)
(b)	Detailed description of the renovations
(c)	Drawings/plans
(d)	Demolition plan
(e)	Specifications for the renovations
(f)	Type, make and model of the air-conditioning unit
(g)	Location of external unit and drainage pipe
(h)	Certificate stating acoustic performance of the proposed flooring system (please note, there is no minimum rating specified by the OC, however we recommend acoustic performance rating of AAAC 6 Star (Int,w 40)
(i)	Report from a structural engineer addressed to the Owners Corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it
(j)	An estimate of the duration and times of the renovations,
(k)	Details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons
(l)	Details of arrangements to manage any resulting rubbish or debris arising from the renovations.
(m)	Complete copy of the complying development certificate or development consent from the local council

Section 4 Approval Process

Renovations that require Common Property Rights/Works By-Law (item (a))

By-Law is considered by the Owners Corporation at a General Meeting by way of Special Resolution, which means no more that 25% of all unit entitlements that vote on the motion, can vote against it.

If approved, the By-Law will need to be registered with LRS NSW.

The unit owner is expected to meet all costs associated with the meeting, if held outside of the next AGM.

Renovations that do not require Common Property Rights/Works By-Law

Once your application and all required documents/information is received it will be forwarded to the Strata Committee for consideration.

Please note, all works are subject to conditions and restrictions the Strata Committee may consider reasonable and appropriate having regard to the nature of the works and the conditions specified in Renovations By-Law.

25 Exclusive Use of Bedroom Windows - All Residential Lots

- 25.1 That the Owners for the time being of the Lots are hereby granted Exclusive Use of the windows between the bedrooms and the terraces of the Lots and also that part of the surrounding structure necessary to give effect to this by-law, for the specific purpose of removing the existing windows and replacing them with Sashless Double Hung 3 Panel Glass windows.
- 25.2 This Exclusive use is granted on the following conditions:
- (a) The owners of the Lots must ensure that any approvals which may be required from Council or other authority whose jurisdiction covers the works are obtained prior to commencement of the installation.
 - (b) The design, location and color of the window and frame must be approved by the Owners Corporation prior to commencement of installation.
 - (c) All costs associated with the installation and future maintenance and replacement of the windows and that part of the surrounding structure affected by the installation are the responsibility of the owners for the time being of the Lots.
 - (d) The owners for the time being of the Lots indemnify the Owners Corporation for any loss or damage which may occur as a result of the installation of the windows.
- 25.3 The owners for the time being of the Lots must maintain the windows in a state of good repair and must obey any reasonable directives from the owners Corporation to carry out repairs to the windows.

26 Licences to use Common Property

- 26.1 In addition to its powers under the Act, the Owners Corporation has the power to grant licences to owners and occupiers to use parts of Common Property.
- 26.2 Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:
- (a) payments under the licence;
 - (b) the term of the licence;
 - (c) the permitted uses of the licensed areas;
 - (d) the maximum number of persons allowed in the licensed area;
 - (e) insurances the licensee must effect; and
 - (f) cleaning and maintaining the licensed area.
- 26.3 The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a properly convened general meeting.

27 Damage to Common Property

- 27.1 Subject to the by-laws, you must:
- (a) use Common Property equipment only for its intended purpose;
 - (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
 - (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in The Quadrant on your behalf.
- 27.2 Subject to the by-laws, you must have consent from the Owners Corporation to:
- (a) interfere with or damage Common Property;
 - (b) remove anything from Common Property that belongs to the Owners Corporation; or
 - (c) interfere with the operation of Common Property equipment.

28 Insurance premiums

- 28.1 You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

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

29 Security at The Quadrant

Rights and obligations of the Owners Corporation

- 29.1 The Owners Corporation must take reasonable steps to:
- (a) stop intruders coming into The Quadrant; and
 - (b) prevent fires and other hazards.
- 29.2 In addition to its powers under the Act, the Owners Corporation has the power to install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of The Quadrant.

Restricting access to Common Property

- 29.3 In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) close off or restrict by Security Keys access to parts of Common Property that do not give access to a Lot;
 - (b) restrict by Security Keys your access to levels in The Quadrant where you do not own or occupy a Lot or have exclusive use or special privileges of Common Property; and
 - (c) allow the Caretaker and security personnel to use part of Common Property to operate or monitor security of The Quadrant. The Owners Corporation may exclude you from using these parts of Common Property.

What are your obligations?

- 29.4 You must not:
- (a) interfere with security cameras or surveillance equipment; or
 - (b) do anything that might prejudice the security or safety of The Quadrant.
- 29.5 You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

30 Security Keys

Rights and obligations of the Owners Corporation

- 30.1 If the Owners Corporation restricts access to parts of Common Property under by-law 29, the Owners Corporation may give you a Security Key.

The Owners Corporation may charge you a fee or bond if you want extra or replacement Security Keys.

- 30.2 Security Keys belong to the Owners Corporation.
- 30.3 In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) re-code Security Keys; and
 - (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded.
- 30.4 In addition to its powers under the Act, the Owners Corporation has the power to make agreements with other persons to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the other person an administration fee for the provision of Security Keys.

What are your obligations?

- 30.5 You must:
- (a) take all reasonable steps not to lose Security Keys;
 - (b) return Security Keys to the Owners Corporation if you do not need them or if you no longer own or occupy a Lot in The Quadrant; and
 - (c) notify the Owners Corporation immediately if you lose a Security Key.
- 30.6 If you lease or licence your Lot, you must include a requirement in the lease or licence that the occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot in The Quadrant.
- 30.7 You must not:
- (a) copy a Security Key; or
 - (b) give a Security Key to someone who is not an owner or occupier.
- 30.8 You must comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

31 Controlling traffic in Common Property

In addition to its powers under the Act, 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; and
- (d) install signs about parking and to control traffic in Common Property.

32 Agreement with the Caretaker

Purpose of the agreement

- 32.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Caretaker to provide management and operational services for The Quadrant.

Terms of the agreement

- 32.2 The term of the first agreement the Owners Corporation enters into under this by-law must not exceed one year. The term of subsequent agreements may be for the time reasonably determined by the Owners Corporation.
- 32.3 The remuneration of the Caretaker under the agreements must be for the amount reasonably determined by the Owners Corporation having due regard to the cost in the market of providing the services under the agreement.
- 32.4 The Owners Corporation and the Caretaker may determine the duties of the Caretaker under the agreement. The duties may include:
- (a) caretaking, supervising and servicing Common Property;
 - (b) supervising or providing cleaning and garbage removal services;
 - (c) supervising the repair, maintenance, renewal or replacement of Common Property;
 - (d) coordinating deliveries and the movement of furniture and other large articles through Common Property;
 - (e) coordinating the carrying out of Building Works;
 - (f) providing services to the Owners Corporation, owners and occupiers;
 - (g) supervising employees and contractors of the Owners Corporation;
 - (h) supervising The Quadrant generally; and
 - (i) doing anything else that the Owners Corporation agrees is necessary for the operation and management of The Quadrant.

33 Building management and you

You must not:

- (a) interfere with or stop the Caretaker or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation; or
- (b) interfere with or stop the Caretaker or Strata Manager using Common Property that the Owners Corporation permits them to use.

34 Rules

- 34.1 The Owners Corporation may make Rules about the security, control, management, operation, use and enjoyment of The Quadrant and, in particular, the use of Common Property.
- 34.2 The Owners Corporation may add to or change the Rules at any time.
- 34.3 You must comply with the Rules.
- 34.4 If a Rule is inconsistent with the by-laws or the requirements of Government Agencies, the by-laws or requirements of Government Agencies prevail to the extent of the inconsistency.

35 Consents by the Owners Corporation

- 35.1 Unless a by-law states otherwise, consents under the by-laws may be given by:
 - (a) the Owners Corporation at a general meeting; or
 - (b) the executive committee of the Owners Corporation at a meeting of the executive committee.
- 35.2 The Owners Corporation or its executive committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.
- 35.3 The Owners Corporation or its executive committee may revoke their consent if you do not comply with:
 - (a) conditions made by them when they gave you consent; or
 - (b) the by-law under which they gave you consent.

36 Failure to comply with by-laws

- 36.1 The Owners Corporation may do anything on your Lot that you should have done under the Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

- 36.2 The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:
- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
 - (b) pay the Owners Corporation for its costs for doing the work.
- 36.3 The Owners Corporation may recover any money you owe it under the by-laws as a debt.
- 36.4 The powers of the Owners Corporation under this by-law are in addition to those that it has under the Act

37 Applications and complains

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

38 Insurance Claims

38.1 Introduction

This by-law sets out rules concerning the making of insurance claims by you or Owners Corporation.

38.2 Definitions

In this by-law:

“**Act**” means the Strata Schemes Management Act 2015;

“**insurable event**” includes damage to any building or any other property in the strata scheme or a person injury suffered in the strata scheme to which an insurance policy relates;

“**insurance claim**” means a claim on any insurance policy;

“**insurance policy**” means any policy of insurance in connection with the strata scheme including a policy of insurance taken out under the Act;

“**lot**” means any lot in the strata scheme;

“**strata scheme**” means the strata scheme based on Strata Plan No. 60339 and any subdivisions thereof;

“**you**” means the owner or occupier of a lot including any tenant of the lot.

38.3 Insurance Claims By You

- (1) You must not make an insurance claim on an insurance policy taken out by the Owners Corporation in relation to any insurable event without the Owners Corporation’s written consent.
- (2) The Owners Corporation must not unreasonably withhold or delay written consent to you making an insurance claim on an insurance policy taken out by the Owners Corporation in relation to an insurable event.

- (3) Without limiting clause (2), it will be reasonable for the Owners Corporation to withhold consent to you making an insurance claim on an insurance policy taken out by the Owners Corporation in relation to an insurable event if:
 - (a) the amount of the insurance claim is less than the excess payable under the insurance policy for or in relation to the insurance claim plus the sum of **\$1,000.00**; or
 - (b) the insurance claim is likely to result in the premium for the insurance policy increasing by more than a minor amount and you fail or refuse to agree to pay to the Owners Corporation or the insurer the amount of the increase in the premium.
- (4) If you make an insurance claim on an insurance policy taken out by the Owners Corporation with the Owners Corporation's written consent you must pay to the Owners Corporation or the insurer on the written demand:
 - (a) any excess payable for or in relation to the insurance claim;
 - (b) any amount the Owners Corporation becomes liable to pay the insurer in connection with the insurance claim.

38.4 Insurance Claims by The Owners Corporation

- (1) The Owners Corporation are under no obligation to make or pursue an insurance claim on an insurance policy taken out by the Owners Corporation in relation to any insurable event to the extent permitted by law.
- (2) If you request that the Owners Corporation makes or pursues an insurance claim on an insurance policy taken out by the Owners Corporation in relation to any insurable event, the Owners Corporation may elect to make or pursue that insurance claim on certain conditions that the Owners Corporation may notify you of.
- (3) The conditions referred to in clause (2) may include a condition that you are liable to pay the Owners Corporation or the insurer on the written demand:
 - (a) any excess payable for or in relation to the insurance claim; or
 - (b) any amount the Owners Corporation become liable to pay the insurer in connection with the insurance claim.
- (4) You must comply with any conditions referred to in clause (2) that the Owners Corporation notifies you of.

38.5 Insurance Claims by The Owners Corporation

- (1) The Owners Corporation may recover from you as a debt:
 - (a) any amount you are liable to pay under this by-law including an insurance excess; and
 - (b) interest on that amount commencing from one month after the amount becomes due and payable at the same annual rate that

applies to contributions levied under the Act (currently 10% per annum); and

- (c) the expenses the Owners Corporation incurs recovering that amount and any interest from you including legal costs on an indemnity basis.
- (2) If you are an owner of a lot, the Owners Corporation may record any amount that its are entitled to recover from you as a debt under this by-law on:
- (a) your account kept with the Owners Corporation;
 - (b) levy notices served on you; and
 - (c) certificates the Owners Corporation issues in respect of your lot under section 184 of the Act.