

Strata Plan 88678

1 POST OFFICE LANE CHATSWOOD

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 29/05/2014

1 Definitions and interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Term Definition

Airconditioning Services include, without limitation:

(a) air handling units and equipment, condensers, fan units, cables, conduits, pipes, wires and ducts which are located on Common Property and exclusively service an Apartment including, without limitation, by supplying airconditioning,

reticulated water or refrigerant for airconditioning and

(b) condenser water pumps; and

(c) switchboards, electrical controllers and dosing tanks; and

(d) reticulated water and refrigerant supplying airconditioning to Apartments.

Airconditioning services do not include:

(e) costs for electrical consumption by Apartments; or

(f) the water cooled package units which provide climate control for Apartments in Metro View; or

(g) fan units, coils, cables, conduits, pipes, wires, mechanical ventilation and ducts which exclusively service an Apartment in Metro View.

Apartment means a strata lot in Metro View and includes any car space or storage space forming part of a lot.

Balcony means an external balcony, wintergarden or courtyard in an Apartment as shown on the strata plan for Metro View.

Building Management Committee means the building management committee for Chatswood Transport Interchange established according to the Development Act and the Building Management Statement.

Building Management Statement means the building management statement registered for Chatswood Transport Interchange which has been replaced with the Strata Management Statement.

Building Manager means the building manager or facilities manager appointed by the Owners Corporation according to by-law 15.

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment.

Common Property

walls include windows and doors in those walls; or

(b) the structure of your Apartment; or

(c) the internal walls inside your Apartment (e.g. a wall dividing two rooms in your Apartment); or

(d) Common Property services; or

(e) services in Metro View, whether or not they are for the exclusive use of your Apartment.

Building Works exclude minor fit out works inside an Apartment and minor works or alterations to the interior of Common Property walls in an Apartment (e.g. hanging pictures or attaching items to those walls).

Car Park Entrance Ramp has the same meaning it has in the Strata Management Statement.

Central Recycling Rooms means the two Shared Facility recycling rooms located on basement level P1 of the carpark. Each room includes all bulk bins and recycling receptacles, hot and cold water assembly, roller shutter, ventilation and associated equipment

Central Garbage Room means the Shared Facility garbage room located on basement level P1 of the carpark. It includes all bulk garbage bins, hot and cold water assembly, roller shutter, ventilation and associated equipment.

Chatswood Transport Interchange means the land and buildings comprised in Metro View, Metro Spire, Metro Grand, the Railway lot, Retail Complex Lot and Retail Space Lease lot.

Common Property means Common Property in Metro View and personal property of the Owners Corporation Council □ means Willoughby City Council and its successors

Developer means En Joint Venture Company Pty Ltd and their successors and assigns

Development Act means the Strata Schemes (Freehold Development) Act 1973 (NSW)

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Development Approvals means:

- (a) development application DA 131-05-2005 determined by the Minister for Planning at the Department of Infrastructure, Planning and Natural Resources on 22 August 2005;
- (b) modification MOD 177-11-2005 approved on 25 February 2006;
- (c) modification MOD 43-4-2006 approved on 1 July 2006;
- (d) modification MOD 104-8-2006 approved on 24 October 2006;
- (e) modification MOD 128-11-2006 approved on 1 December 2006;
- (f) modification MOD 87-11-2007 approved on 2 January 2008; and
- (g) modification MOD 6-1-2007 approved on;
- (h) modification MOD 11-0016 (Modification 7) approved on 17 June 2011;
- (i) modification MOD 11-0016 (Modification 8) approved on 24 February 2012;
- (j) modification MOD 11-0016 (Modification 9) approved on 27 June 2013;
- (k) DA-2012/477 dated 30 April 2013; (I) DA-2012/477 A dated 3 July 2013;
- (m) DA-2012/479(D) approved on 3 July 2013;

(n) any other development approvals (and modifications of them) which apply (or may apply) to Metro View. EP&A Act means the Environmental Planning and Assessment Act 1979 (NSW).

Executive Committee means the executive committee of the Owners Corporation.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4 in part 5 of chapter 2 of the Management Act.

Facilities Manager has the same meaning it has in the Strata Management Statement.

Garbage Room means the Common Property garbage room located on basement level P1 of the carpark. It includes all bulk garbage bins, compactor, hot and cold water assembly, roller shutter, ventilation and associated equipment.

Government Agency means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation and includes the Council.

Gym the same meaning it has in the Strata Management Statement

Landscaped Areas the same meaning it has in the Strata Management Statement

Loading Dock the same meaning it has in the Strata Management Statement

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

Metro Spire means the strata scheme created on strata subdivision of lot 106 in DP 1094273.

Metro Grand means the strata scheme created on strata subdivision of Lot 108 in DP 1094273.

Metro View means strata plan no. SP88677.

Occupier means the occupier, lessee, licensee or person in lawful occupation of an Apartment

Owner means:

- (a) the owner of an Apartment; and
- (b) for an Exclusive Use By-Law: the owner(s) of the Apartment(s) benefiting from the by-law; and
- (c) a mortgagee in possession of an Apartment.

Owners Corporation means The Owners - Strata Plan No. SP88677.

Railway Lot means Lot 103 In DP 1094273.

Residential Lot Committee has the same meaning it has in the Strata Management Statement.

Residential Lot Facilities has the same meaning It has In the Strata Management Manager Statement

Residential Lot Shared Costs has the same meaning it has in the Strata Management Statement.

Residential Lot Shared Facilities has the same meaning it has in the Strata Management Statement.

Residential Towers has the same meaning It has In the Strata Management Statement.

Retail Complex Lot means Lot 105 in DP 1094273.

Retail Space Lease Lot means Lot 109 in DP 1094273.

Rules mean Rules made by the Owners Corporation according to by-law 20.

Security Keys means a key, magnetic card or other device or information used In Metro View to open and close

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Common Property doors, gates or locks or to operate alarms, security systems or communication systems. Shared Facilities has the same meaning it has in the Strata Management Statement.

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

Strata Management Statement means the strata management statement for Chatswood Transport Interchange registered with the strata plan for Metro View.

Swimming Pool has the same meaning it has in the Strata Management Statement.

1.2

Reference to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

(a) words that this by-law 1 does not explain have the same meaning as they do in the Management Act;

(b) the word 'you' means an Owner or Occupier;

(c) a by-law is a reference to the by-laws and Exclusive Use By-laws under the Management Act which are in force for Metro View;

(d) a document (including the by-laws) includes any amendment, addition or replacement of it;

(e) a law, ordinance, code or other law includes regulations and other Instruments under it and consolidations, amendments, re-enactments or replacements of them;

(f) the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;

(g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

(h) the singular includes the plural and vice versa; and

(i) the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability

If the whole or any part or a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remainder of the by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

1.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

1.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully at any given time, they may still exercise it later.

1.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

2 About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Metro View. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment in Metro View.

2.2 Who must comply with the by-laws?

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

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3 Exclusive Use By-laws

3.1 Purpose of Exclusive Use By-Laws

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

3.2 Interpreting this by-law

In this by-law 3, 'you' means an Owner who has the benefit of an Exclusive Use By-law.

3.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-law; and
- (b) amend or cancel this by-law 3 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

3.4 Occupiers may exercise rights

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

3.5 Regular accounts for your costs

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

- (a) Include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

3.6 Repairing damage

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

3.7 Indemnities

You Indemnify the Owners Corporation against all claims and liability caused by exercising your rights and complying with your obligations under any Exclusive Use By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 17, you must reimburse the Owners Corporation for any Increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3.9 Access to exclusive use areas

You must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act, the Strata Management Statement and the by-laws. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

3 Compliance with By-Laws

3.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these by-laws. If an invitee does not comply with these by-laws the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.

3.2 An owner or occupier of a lot must use reasonable care when admitting invitees to the parcel and must not allow them to remain on the common property unsupervised except to the extent reasonable necessary for the ingress and egress of the invitee.

4 Strata Management Statement

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4.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Metro View, Metro Spire, Metro Grand, the Railway Lot, Retail Complex Lot and Retail Space Lease Lot. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements for the use and operation of Shared Facilities; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) insurance requirements for you and the Owners Corporation.

4.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

4.3 Copies of the Strata Management Statement

Contact the strata manager if you would like a copy of the Strata Management Statement.

4.4 Building Management Committee

The Building Management Committee was established under the Building Management Statement which was in existence before registration of the strata plan for Metro View which required its conversion to a Strata Management Statement.

The Building Management Committee administers issues affecting Metro View and Chatswood Transport Interchange generally. The Owners Corporation is a member of the Building Management Committee.

4.5 Appointing a Representative and Substitute Representative

The Executive Committee shall:

- (a) appoint a Representative and Substitute Representative from one or more of the members of the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee; and
- (b) terminate the appointment of a Representative and Substitute Representative at any time.

4.6 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

4.7 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

5 Your behaviour and responsibility for others

5.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of another Apartment 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 Metro View which is illegal; or
 - (f) do anything which might damage the good reputation of the Owners Corporation or Metro View.
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5.2 Complying with the law

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

- (a) your Apartment
 - (b) the use of your Apartment and
 - (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.
- The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

5.3 Erecting signs

Owners of Apartments and the Owners Corporation are not permitted to erect any signs In and around Metro View. This Includes 'For Sale' and 'For Lease' signs. However, while the Developer Is an Owner, the Developer may erect and display 'For Sale' or 'For Lease' signs in or around Metro View and on Common Property without consent from the Owners Corporation.

5.4 Fire control

You must:

- (a) comply with laws about fire control;
- (b) notify the Owners Corporation if you change a lock on the entry door to your Apartment;
- (c) not keep flammable materials on Common Property or In your car space or any storage space;
- (d) not interfere with fire safety equipment; and
- (e) not obstruct fire stairs or fire escapes.

5.5 Goods not to be stored on Common Property

At all times, Common Property must be kept clear of goods and must not be used for storage purposes (other than In designated areas).

5.6 No parking on Common Property

Subject to the Strata Management Statement, you must not park or stand a vehicle on Common property.

5.7 Visitor parking

The Strata Management Statement regulates the use of Visitor Parking in Metro View and the Residential Towers generally by visitors or Owners and Occupiers who participate in an external car share scheme. You must comply with your obligations under the Strata Management Statement in relation to the use of Visitor Parking.

5.8 Carpark height restriction

You may not be able to access some car spaces on basement level P1 or access basement levels P2 or P3 of the carpark with any motor vehicle (including attachments such as spoilers, low profile tyres, roof racks and antennas) which exceeds the maximum height limitations.

5.9 You are responsible for others

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement;
- (b) make your visitors leave Metro View if they do not comply with the by-laws or the Strata Management Statement;
- (c) take reasonable care about who you Invite Into Metro View or Chatswood Transport Interchange; and
- (d) accompany your visitors at all times, except when they are entering or leaving Metro View or Chatswood Transport Interchange.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.10 Requirements if you lease or licence your Apartment

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If you lease or licence your Apartment, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement;
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Chatswood Transport Interchange.

6 What are your obligations for your Apartment?

Standard By-Laws 6 was repealed by the Owners Corporation on 06/04/2016

7 Keeping an animal

7.1 What animals may you keep in your Apartment?

Subject to this by-law, you may keep the following in your Apartment:

- (a) goldfish or other similar fish in an indoor aquarium;
- (b) one domestic cat or small size dog that does not exceed approximately 12 kilograms in weight when fully grown; and
- (c) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

You must obtain the prior consent of the Owners Corporation to keep any other animal.

7.2 Your visitors

You must not allow a visitor to bring an animal into Metro View unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

7.3 When will the Owners Corporation refuse consent?

The Owners Corporation will not give you consent to keep:

- (a) a medium or large size dog that exceeds 12 kilograms in weight when fully grown;
- (b) a dog that is vicious, aggressive, noisy or difficult to control;
- (c) a dog that is not registered under the Companion Animals Act 1998 (NSW); or
- (d) a dangerous dog as defined under the Companion Animals Act 1998 (NSW).

7.4 Controlling your animal

You must ensure that any animal you are allowed to keep under this by-law 7 does not wander onto another Apartment or Common Property. If it is necessary to take your animal onto Common Property (e.g. to transport it out of Metro View or Chatswood Transport Interchange generally), you must restrain it (e.g. by leash or pet cage) and control it at all times.

7.5 Conditions for keeping an animal

A condition which automatically applies if you keep an animal under this by-law is that the Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you do not comply with your obligations under this by-law 7;
- (c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- (d) if you keep a dog, your dog is a dangerous dog or is not registered under the Companion Animals Act 1998 (NSW).

7.6 Other conditions

The Owners Corporation may make other conditions if it gives you consent to keep an animal according to this by-law 7.

7.7 Your responsibilities

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You are responsible:

- (a) to other OWners and Occupiers and people using Common Property for:
 - (i) any 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.

8 Moving in and Furniture Deliveries and Removals

8.1 General requirements

You must make arrangements with the Owners Corporation at least 48 hours before you move in or out of Metro View or move large articles (e.g. furniture) through Common Property.

8.2 What are your obligations?

When you take deliveries or move furniture or goods through Metro View (including the delivery of stock or goods), you must:

- (a) use the Shared Facility Loading Dock located on level PI of the car park in accordance with the requirements set out in the Strata Management Statement;
- (b) comply with the reasonable requirements of the Owners Corporation, including the requirement to pay a bond and fit an apron cover to the Common Property lift located on PI of the car park;
- (c) repair any damage you (or the person making the delivery) cause to Common Property; and
- (d) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of Common Property.

You must not use levels P2 or P3 of the car park for moving goods or furniture through Metro View.

8.3 Role of the Residential Facilities Manager

The Owners Corporation as part of the Residential Lot Committee may appoint the Residential Facilities Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Residential Facilities Manager when you move in or move out of Metro View; and
- (b) comply with the reasonable requirements of the Residential Facilities Manager when you take deliveries or move furniture or goods through Metro View.

9 How to Dispose of your Garbage

9.1 General requirements

Subject to the by-laws and the Strata Management Statement, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Common Property garbage chute room which is closest to your Apartment or the Garbage Room);
- (b) in an area of your Apartment which is visible from the outside of your Apartment; or
- (c) in the carspace or storage space of your Apartment.

9.2 What are your obligations?

You must:

- (a) transport to and dispose of your household garbage in the chute located in the Common Property chute room which is closest to your Apartment;
 - (b) transport to and store your recyclable materials in the Common Property chute room which is closest to your Apartment;
 - (c) for bulkier or large items of garbage which will not fit down the chute located in the Common Property chute room which is closest to your Apartment, contact the Building Manager to arrange removal (at your cost);
 - (d) for large items of recyclable materials, transport to and store your large items of recyclable materials in the Central Recycling Room;
 - (e) drain and securely wrap your household garbage before you place them in the Common Property chute room which is closest to your Apartment;
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(f) recycle your garbage and recyclable materials according to instructions from your Owners Corporation and Government Agencies;

(g) drain and dean bottles and other recyclable items (and ensure that they are not broken) before you place them in the receptacles in Common Property garbage chute rooms or the central Recycling Room;

(h) contact the Building Manager to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage storage and removal service.

9.3 Requirements for garbage chutes

If you are an Owner or an Occupier of an Apartment in Metro View, you must not:

(a) put bottles or glass in a garbage chute;

(b) put liquids in a garbage chute;

(c) put items that weigh more than 2.5 kilograms in a garbage chute;

(d) put boxes or large Items In a garbage chute that might block it; or

(e) use a garbage chute between the hours of 10.00 pm and 6.00 am.

9.4 Cleaning up spills

If you spill garbage or other rubbish on Common Property or in the Central Garbage Room or any of the Central Recycling Rooms, you must immediately remove the garbage or rubbish and dean the affected area.

9.5 Obligations of the Owners Corporation

The Owners Corporation must:

(a) provide or ensure provision of a sufficient number of garbage and recycling receptacles in the Common Property garbage chute rooms, the Garbage Room, Central Garbage Room and the Central Recycling Rooms for the storage of household garbage and recyclable materials;

(b) maintain, repair and clean the COmmon Property chute rooms, the Garbage Room and the garbage chutes;

(c) maintain, repair and clean the garbage receptacles located in the garbage rooms in Metro View;

(d) collect recyclable materials from each Common Property garbage chute room and transport them to either of the Central Recycling Rooms;

(e) arrange for the regular removal of garbage from the Garbage Room unless this service is provided by Council; and

(f) arrange for the regular removal of garbage and recyclable materials, liquids or other artldes which Council will not remove as part of its normal garbage collection services (at the relevant owner or Occupiers cost).

The Central Garbage Room and Central Recycling Rooms are Shared Facilities under the Strata Management Statement. The Residential Facilities Manager will be responsible for maintaining, cleaning and arranging the regular removal of garbage and recyclable materials from these rooms.

10 Use of the Swimming Pool and Gym

Standard By-Laws 10 was repealed by the Owners Corporation on 06/04/2016

11 Use of the Landscaped Areas

The Landscaped Areas located on the podium level of Chatswood Transport Interchange are designated Residential Lot Shared Facilities under the Strata Management Statement. The Strata Management Statement regulates the use of the Landscaped Areas by Metro View and the Residential Towers genera[[y. You must comply with your obligations under the Strata Management Statement in relation to the requirements for use of the Landscaped Areas

12 Carrying out building works

12.1 When do you need consent?

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Subject to this by-law 10, you must have consent from the Owners Corporation to carry out Building Works. If the proposed Building Works affect Shared Facilities you must also obtain consent from the Building Management Committee to carry out the works.

12.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law 10 to:

- (a) if you are the Developer, erect a 'For Sale' or 'For Lease' sign according to by-law 5.3;
 - (b) alter or remove an Inter-Tenancy Wall according to by-law 13; or
 - (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.
- However, you must comply with by-laws 12.3 to 12.5 when you carry out the Building Works.

12.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) obtain necessary consents from the Building Management Committee and under the Strata Management Statement and any architectural, signage and landscape standards;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the Owners Corporation and, if necessary, the Building Management Committee if you propose to interfere with or interrupt services or shared facilities; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

12.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

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

12.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access Metro View for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Metro View; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Metro View.

13 Inter-Tenancy Walls

13.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law 13, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
- (d) you comply with the procedures in this by-law 13.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

13.2 What consents are necessary?

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You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 13.1. However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

13.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 13.1;
- (b) if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 12.3 to 12.5; and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall

14 Exclusive Use of Airconditioning Services

14.1 Exclusive Use By-Law

This is an Exclusive Use By-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-laws 3.4 to 3.8 apply to this Exclusive Use By-Law.

14.2 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owner of each Apartment.

14.3 How does airconditioning in Metro View work

Metro View is serviced by a reverse cycle ducted system of airconditioning. Each Apartment has an individual fan cooled unit located in their Apartment which is connected through pipes, wires and ducts to their own condenser unit located in the Common Property plant room on their level. Each Apartment's condenser unit is then connected through a series of shared pipes, wires and ducts to the cooling tower and heat exchanger located on the roof of the building.

14.4 Exclusive use rights

The Owner of each Apartment has:

- (a) exclusive use of the Airconditioning Services which exclusively services their Apartment; and
- (b) the special privilege to connect to and use the Airconditioning Services which exclusively service their Apartment.

14.5 What are your obligations?

You must, at your cost:

- (a) operate, maintain and repair, and where necessary, replace Airconditioning Services exclusively servicing your Apartment;
- (b) use contractors approved by the Owners Corporation to maintain, repair or replace Air-conditioning Services exclusively servicing your Apartment; and
- (c) comply with the requirements of Government Agencies about air-conditioning services.

14.6 Obligations of Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace Airconditioning Services which are not for the exclusive use of an Apartment. This will include the shared pipes, wires and ducts which service the building and connect the cooling tower and heat exchanger to the individual condenser units located in the Common Property plant rooms on each floor of Metro View.

14.7 Paying for air conditioning services

You must contribute towards the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of the Airconditioning Services under this Exclusive Use By-law in shares proportional to the unit entitlement of your Apartment. For the avoidance of doubt, you are responsible for all electricity, water and associated running and maintenance costs for Airconditioning Services which exclusively service your Apartment.

15 Agreement with the Building Manager

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15.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Metro View.

The Owners Corporation may exercise its power under this by-law 15 in its capacity as a member of the Building Management Committee, in its capacity as a member of the Residential Lot Committee and in its capacity as an owners corporation.

15.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

15.3 Agreement during the Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period. If an Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period, the term of the agreement must not exceed two years (or such lesser maximum term as is prescribed by law).

15.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably) complying with the Management Act;
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably); and
- (c) the Owners Corporation must, before entering into an agreement, consider the merits of entering into an agreement with the same Building Manager appointed by the Residential Lot Committee and the other residential strata schemes under the Strata Management Statement.

15.5 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

15.6 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee or Residential Lot Committee);
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) coordinating the carrying out of Building Works;
- (f) managing the Security Key system and providing Security Keys according to the by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Metro View generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Metro View.

15.7 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee or in its capacity as a member of the Residential Lot Committee) and a Facilities Manager or Residential Facilities Manager (as the case may be) must comply with the

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Strata Management Statement.

The Owners Corporation is

(a) a member of the Building Management Committee established under the Building Management Statement. The Building Management Committee has the power to appoint a Facilities Manager to manage the operation, maintenance, repair and replacement of the Shared Facilities

(b) a member of the Residential Lot Committee established under section 2 of schedule 4 of the Strata Management Statement. The Residential Lot Committee has the power to appoint a Residential Facilities Manager to manage all residential Shared Facilities, each of the Residential Towers (which includes Metro View) and the Residential Lot Shared Costs.

15.8 Residential Facilities Manager appointed under Strata Management Statement

The Owners Corporation must not appoint the Building Manager to perform functions which are (or will be) performed by the Facilities Manager appointed by the Building Management Committee or the Residential Facilities Manager appointed by the Residential Lot Committee.

16 Licences

16.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law 16 only by ordinary resolution at a general meeting.

16.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 16 may include provisions about:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted use 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.

17 Common Property and Shared Facilities

17.1 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

17.2 Easements

Where some items of Common Property are burdened by easements, you and the Owners Corporation

- (a) must comply with your obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

17.3 What are your obligations?

Subject to these 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 Metro View on your behalf.

17.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) Interfere with or damage Common Property;
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- (b) remove anything from Common Property that belongs to the Owners Corporation; and
- (c) interfere with the operation of Common Property equipment.

18 Insurance premiums

18.1 Consent from the Owners Corporation

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

18.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 18, it may make conditions that 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.

19 Security at MetroView

19.1 The Strata Management Statement and restrictions on Owners Corporation

The Strata Management Statement regulates security and the provisions of Security Keys for Metro View and Chatswood Transport Interchange generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 19 are subject to the Strata

Management Statement. In particular, the Owners Corporation must not do anything that would restrict access to:

- (a) the car Park Entrance Ramp; or
- (b) other Shared Facilities which owners and occupiers in Chatswood Transport Interchange are entitled to use under the Strata Management Statement.

19.2 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Metro View and prevent fires and other hazards.

19.3 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Metro View.

19.4 Restricting access to Common Property

Subject to this by-law 19, the Owners Corporation has the power to:

- (a) dose off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment;
- (b) restrict by Security Key your access to levels in Metro View where you do not own or occupy an Apartment or have access to according to an Exduslve Use By-Law;
- (c) charge you a fee If you request additional or replacement Security Keys; and
- (d) allow security personnel employed or contracted by the Owners Corporation or the Building Management Committee to use part of Common Property to operate or monitor security at Metro View.

19.5 Providing Owners and Occupiers with Security Keys

Subject to this by-law, if the Owners Corporation exercises Its rights under by-law 19.4, it may provide you with a Security Key for the relevant part of Common Property. The obligations of the Building Management Committee to provide Security Keys for Shared Fadlities are in the Strata Management Statement.

19.6 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property;
- (b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded; and
- (c) .charge you a fee or a bond if you require extra or replacement Security Keys.

19.7 What are your obligations?

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You must comply with your obligations in the Strata Management Statement about Security Keys for Shared Facilities and Residential Lot Shared Facilities.

In regards to Security Keys issued by the Owners Corporation according to this by-law 19, you must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) Immediately notify the Owners Corporation if you lose a Security Key; and
- (d) return Security Keys to the Owners Corporation If you do not need them or if you are no longer an Owner or Occupier.

19.8 Closing doors

You must take reasonable care to make sure that fire and security doors in Metro View are locked or closed when they are not being used.

19.9 Procedures if you lease or licence your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy your Apartment

19.10 Some prohibitions

You must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier; (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of Metro View.

20 Rules

20.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Metro View and, In particular, the use of Common Property.

20.2 Changing the Rules

The Owners Corporation may add to or change the Rules at any time.

20.3 What are your obligations?

You must comply with the Rules.

20.4 InconSistency

If a Rule is Inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconSistency.

21 How Are Consents Given?

21.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation of the Executive Committee at a meeting of the Executive Committee.

21.2 Conditions

The Owners Corporation or the executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

21.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with conditions made by them when they gave your consent or the by-law under which they gave you consent.

22 Failure to Comply with By-laws

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22.1 What can the Owners Corporation do?

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

22.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

22.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

23 Applications and complaints

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

The Following are the Special By-laws registered with the scheme.

BL-6 What are your obligations for your Apartment? Amended Version

Registration Date: 03/05/2016

6.1 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which services your Apartment (whether or not you made the installation or alteration);
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance polices or premiums. see bv-law 17 for Important Information about increasing and paying for insurance premiums;
- (d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance polices or premiums; and
- (e) at your expense, comply with all laws relating to your Apartment and requirements of Government Agencies.

6.2 - removed/repealed per XGM 06/04/16

6.3 When will you need consent from the Owners Corporation?

Subject to these by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of Metro View;
- (c) attach or hang an aerial or wires outside your Apartment or Metro View;
- (d) store anything in your car space (other than a vehicle); or
- (e) enclose your car space.

6.4 Obligations when cooking

You must keep the front door of your Apartment closed whilst cooking to prevent any odours or smoke emitted whilst cooking from entering the Common Property corridors.

6.5 Balcony of your Apartment

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You must ensure that any outdoor furniture kept on the Balcony of your Apartment is:

- (a) of a high quality and finish, commensurate with the quality of Metro View and is in keeping with the appearance of Metro View; and
- (b) kept in a good condition, maintained and does not detract from the appearance of your Apartment or Metro View.

You must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other Item to the Balcony of your Apartment.

6.6 Floorcoverings

You must stop the transmission of noise which might unreasonably disturb another Owner or Occupier by keeping the Floors in your Apartment covered or treated and obtaining the consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment.

If at the date of registration of Metro View, the floors in your Apartment are covered with floor boards or stone tiles, then you are responsible (at your cost) for cleaning, maintaining, repairing and where necessary, replacing those floor coverings and not the Owners Corporation.

6.7 Window treatments

You must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Apartment.

6.8 Window coverings

You:

- (a) may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white (white curtain linings or sheers are an acceptable method of achieving this); and
- (b) must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 6.8(a).

6.9 Sunshades

You must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in your Apartment or on Common Property.

6.10 Cleaning windows

Subject to by-law 6.11, you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.11 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Metro View. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.10 for the period the Owners Corporation resolves to clean the glass.

6.12 Cleaning of the exterior of Metro View

The Owners Corporation will arrange the cleaning of the exterior glass and surfaces of Metro View by a building maintenance unit (BMU) located on the roof of Metro View. The BMU will be lowered down each side of the exterior of the building during the cleaning process.

If your Apartment has a balcony which is open to the air, then you will need to follow the directions of the Building Manager during the cleaning process which will include for safety not accessing your balcony during the cleaning period.

6.13 Drying your laundry

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

6.14 Storage

If your Apartment contains a storage space (located in the carpark of Metro View), you may use the storage area for the storage of household and similar goods. You must not use the storage area for parking a vehicle or trailer or as a habitable space.

6.15 Car space

If your Apartment contains a car space, you must not store anything in the car space other than a vehicle (unless you obtain prior written consent of the Owners Corporation). For the avoidance of doubt, you are not permitted to

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store any boxes, furniture or other household items in your car space.

You must keep your car space free from any rubbish or spills (including oil or grease). If your car leaks oil or grease, then you must immediately clean the affected area (including any Common Property). If you fail to clean the affected area, the Owners Corporation may clean the affected area and recover the costs from you.

6.16 Security devices, screens and doors

You must obtain consent from the Owners Corporation before you vary, change or remove any security device, security screen or security door installed in your Apartment.

6.17 Barbecues

You may store and operate a barbecue on the Balcony of your Apartment (but not in any wintergarden component of your Apartment) provided:

- (a) it is a covered gas or electric portable barbecue. Solid fuel barbecues are prohibited;
- (b) the barbecue does not produce smoke; and
- (c) you do not allow the food to burn or emit smoke whilst cooking.

6.18 Internet and phone infrastructure

A box containing NBN infrastructure (being the equipment necessary for the provision of internet and phone services to your Apartment) is located in a cupboard in your Apartment. It is important that this box remains uncovered and well ventilated.

You should contact your preferred provider to arrange connection to the NBN infrastructure for internet and phone services to your Apartment and for any subsequent troubleshooting or maintenance queries.

6.19 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under by-law 22, the Owners Corporation and contractors engaged by the Owners Corporation have the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

6.20 Rights of the Building Management Committee to enter your Apartment

The Owners Corporation authorises the Building Management Committee to exercise its rights to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace those items of Common Property in your Apartment (or which are accessible through your Apartment) which are Shared Facilities.

6.21 Damage or destruction

If any part of the Common Property is partially destroyed or damaged, the Owners Corporation must as soon as reasonably practicable:

- (a) obtain, at its cost, all necessary Approvals; and
- (b) repair, replace and make good the whole of the destroyed or damaged part of the Common Property to no less a condition than the condition in which it was immediately before the damage or destruction.

The Owners Corporation is not responsible for repairing, replacing or making good any damage or destruction caused to an Apartment. The Owner of the Apartment is responsible for the repair, replacement and making good of their Apartment including all costs.

1 Access for Inspection of Fire Services

Registration Date: 02/09/2015

A) Definitions

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Company or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or charges imposed by agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have

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then same as those words are attributed under that Act,

B) Duties of Owners

That in relation to the Owners Corporations responsibility to obtain an Annual Fire Safety Statement pursuant to the Environmental, Planning and Assessment Act 1979 and pursuant to section 65(1) of the Strata Schemes Management Act 1996 and clause the owner of a lot shall be responsible for ensuring;

(a) That where necessary the Owners Corporation or their agents have unfettered access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) The occupant of the lot does not obstruct access to the Owners Corporation or their agents for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

C) Duties of the Owners Corporation

That before carry out any of the inspection or works described in sub-clause B) 'Duties of Owners', the Owners Corporation or their agents must provide the occupant of the lot a minimum of 7 days notice that access to the lot is required.

D) Indemnity

i) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of fines or re-inspection fees incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporations agents to conduct the necessary Fire Safety Inspections including liability under section 65(6) in respect of any property of the owner;

ii) An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) Carry out all work necessary to perform the obligation;

ii) Enter upon any part of the parcel to carry out that work; and

iii) Recover the costs of carrying out that work as a debt from the owner of the lot in the form of a levy being annexed as a charge upon the lot.

2 Alterations & Additions to Fire Doors

Registration Date: 02/09/2015

A) Definitions

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures. 'Original Condition' means the condition at the date of registration of the strata scheme.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act,

B) Duties of Owners

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not

(c) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(d) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the

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occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.

D) Indemnity

i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

- i) carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work; and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot.

3 Absolution of Maintenance - Lot Fixtures and Fittings

Registration Date: 02/09/2015

PART 1 - Introduction and Intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.

(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

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

(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) Lot means any lot in the strata plan

(c) Owner means the owner of the Lot

(d) Owners Corporation means the owners corporation created by the registration of strata plan XXXXX

(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan

(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an

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owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkerators
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers
-

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that may be recessed in the ceiling

(b) All electrical sockets and wall plates

(c) Electrical main and sub-main that services only one lot including fuses wherever located

(d) Smoke Detectors that only service one lot

(e) Alarm Systems that only service one lot

(f) Individual Garage Door Motors

(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located

(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;

(i) Ceiling Fans

(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.

(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;

(b) Automatic door closers

(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;

(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

4 Compensation to Owners Corporation

Registration Date: 02/09/2015

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners

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Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

5 Service of Documents by Owners Corporation

Registration Date: 02/09/2015

PART 1 - Preamble

(i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).

(ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 - Definitions & Interpretation

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

(a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment

(b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email

(c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced

(d) Lot means any lot in the strata plan

(e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence

(f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence

(g) Owner means the owner of the Lot

(h) Owners Corporation means the owners corporation created by the registration of strata plan 88678

(i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

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PART 3 - Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

(a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or;

(b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or;

(c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;

(d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.

3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.

3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.

3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;

4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.

4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.

4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

Part 5- Issuing notices and minutes of Executive Committee meetings

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by:

1 (a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;

(b) By emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.

2 The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

6 Installation of Child Window Safety Devices

Registration Date: 02/09/2015

PART 1 - Preamble

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or

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indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 - Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 - Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this Bylaw shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

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- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
- (v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

7 Compliance with Use and Occupancy (Itinerant Use)

Registration Date: 03/05/2016

PART 1- COMPLIANCE WITH USE & OCCUPANCY

1.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in Part 3.

THIS BY-LAW TO PREVAIL

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

PART 2- DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Approved Tenancy means a tenancy or accommodation arrangement for a rental or other payment of money which provides accommodation:
 - (i) for a term which is no less than six (6) months in duration; and/or
 - (ii) that is not, or is not analogous to, accommodation for Itinerant Use.
- (c) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (d) Council means Willoughby Council.
- (e) Itinerant Use means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including:
 - (i) to short-term tourists or backpackers; or
 - (ii) in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels.
- (f) Lot means any lot in strata plan 88678
- (g) LEP means Willoughby Local Environmental Plan 2012.
- (h) Minimum Lease Term means a period of more than three (3) months.
- (i) Owner means the owner of a Lot.
- (j) Occupier means the occupier of a Lot.
- (k) Strata Scheme means the strata scheme relating to Strata plan 88678 at 1 Post Office Lane, Chatswood
- (l) Strata Managing Agent means the strata managing agent for the owners corporation or the building manager from time to time as determined by it.
- (m) Zone means B3 - Commercial Core, pursuant to the LEP.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
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- (b) any gender includes the other genders;
- (c) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (e) any terms in the by-law will have the same meaning as those defined in the Act;
- (f) references to legislation include references to amending and replacing legislation; and
- (g) references to environmental planning instruments, development control plans or any other instrument by or under whatever authority made pursuant to the Environmental Planning and Assessment Act 1979 (and amendments or replacements of that Act) includes references to amending and replacing environmental planning instruments, development control plans or any other instrument by or under whatever authority made pursuant to the Environmental Planning and Assessment Act 1979 (and amendments or replacements of that Act).

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

2.2.3 Despite anything contained in this by-law, if any provision or part of a provision in this by-law, whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3- CONDITIONS

3.1 An Owner or Occupier may only use Lots or permit Lots to be used:

- (a) for a use:
 - (i) permitted without requiring consent under the zone applicable to the Building under the LEP; or
 - (ii) permitted with consent under the Zone applicable to the Building under the LEP but only if that consent has been granted by Council or any other relevant consent authority; and
- (b) where the Owner is not the occupant of its Lot, occupation is given solely to tenants or other lawful occupants for an Approved Tenancy;
- (c) where no more than the maximum number of two (2) persons per bedroom shall occupy the Lot.

3.2 Without limiting clause 3.1, an Owner or Occupier shall not use a Lot or permit a Lot to be used for a purposes that:

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

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

3.4 An Owner or Occupier who wishes to lease a Lot for Itinerant Use must not lease a Lot that is less than the Minimum Lease Term.

3.5 An Owner or Occupier must ensure that except where the owners corporation has adopted a by-law

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pursuant to section 52 of the Act, an Owner or Occupier must not:

- (a) carry out any alterations or additions or do any works to modify the layout of the bedrooms or any part of the Lot;
 - (b) construct or remove any structures;
 - (c) enclose any part or all of the courtyard, terrace or balcony;
- for the purpose of or having the effect of creating any rooms or exceeding the maximum number of 2 persons per bedroom occupy the Lot.

3.6 An Owner or Occupier acknowledges and agrees that a bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard or terrace area (whether or not enclosed).

Requirement for development consent for change of use and occupancy

3.7 An Owner or Occupier acknowledges and agrees that:

- (a) the Strata Scheme is located within the Zone;
- (b) development consent of the Council for all purposes is required;
- (c) use of the Lot for such purposes as boarding house, hotel or motel accommodation and shop top housing may be a purpose for which development consent is necessary; and
- (d) council has the responsibility for enforcing the LEP.

3.8 An Owner who wishes to lease a lot for Itinerant Use, and uses of the nature referred to in clause 3.6(c) hereof, must:

- (a) lodge an application for development consent;
- (b) obtain any necessary approvals from the Council; and
- (c) provide a copy of the development consent and approval from the Council to the owners corporation.

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

- (a) an Owner can be prosecuted by the Council and may thereafter receive substantial fines;

and;

- (b) an Owner may be restrained by a court order from using a Lot for such purposes.

3.10 An Owner or Occupier must at the time of entering into any agreement or permitting the occupation of a Lot by anyone other than the Owner:

- (a) Provide a copy of this by-law to the other person;
- (b) Include in any lease, licence, agreement or Approved Tenancy the terms of this by-law and provide that contravention of this by-law constitutes contravention of an essential term giving rise to rights of termination of the lessor or licensor (as the case may be) under the lease, licence, agreement or Approved Tenancy.

- (c) Not permit a person other than the Owner to occupy the Lot unless that person has:
 - (i) Agreed in writing to comply with this by-law; and
 - (ii) Sent a notice to the owners corporation acknowledging and agreeing to comply with this by-law.

3.11 An Occupier must at the time of first occupying a Lot:

- (a) Agree to comply with this by-law; and
- (b) Send a notice to the owners corporation acknowledging and agreeing to comply with this by-law.

3.12 The owners corporation, executive committee or Strata Managing Agent may:

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(a) At any time, request from any person in apparent occupation of any Lot to produce to owners corporation, executive committee or Strata Managing Agent sufficient evidence that the person's occupation of the lot does not contravene the law or this by-law including but not limited to:

- (i) A copy of the lease, licence, agreement or Approved Tenancy;
- (ii) Drivers' license indicating that the person's place of residence is the Residential Lot;
- (iii) A document issue by relevant council or utility indicating the person's place of residence is the Lot;
- (iv) A statement, invoice or other document from the person's bank or other financial institution that the person's place of residence is the Lot; or

(v) Any other evidence which the owners corporation, executive committee or Strata Managing Agent may from time to time deem sufficient for the purposes of this by-law;

(b) confiscate and/or deactivate any security access key in the possession of a person who fails to comply with a request under clause 3.12(a) and/or;

(c) take such action against the Owner of the Lot as the owners corporation considers appropriate for the enforcement of this by-law.

3.13 Without limiting clause 3.12 the owners corporation, executive committee or Strata Managing Agent may serve a notice to an Owner or Occupier requiring that person to provide evidence sufficient to prove the Lot(s) so owned or occupied is not for a use prohibited by clauses 3.1.

3.14 An Owner or Occupier who receives a notice in accordance with clause 3.13 must comply with that notice and serve a written response to the owners corporation within 14 days of service of that notice.

3.15 Any failure to comply strictly with clause 3.14 is:

(a) a breach of this by-law irrespective of whether or not the Owner or Occupier has complied with any other terms of this by-law; and

(b) deemed to be reasonable grounds for an owners corporation, executive committee or Strata Managing Agent to believe that a Lot is not being used in accordance with clause 3.1.

3.16 If on reasonable grounds the owners corporation, executive committee or Strata Managing Agent believes a Lot is not being used in accordance with clause 3.1, the owners corporation, executive committee or Strata Managing Agent may, without limitation to any other steps that may be taken, serve a notice on an Owner or Occupier to:

(a) comply with this by-law; and/or

(b) within 14 days of service of that notice:

(i) serve a written response on the owners corporation providing:

A. evidence sufficient to prove the Lot owned or occupied is being used for a permitted use under clause 3.1; and

B. evidence sufficient to prove the Lot owned or occupied is not being used for a use prohibited by clause 3.2; and

C. where the Owner or Occupier is in breach of clause 3.5, evidence that the offending wall, structure or enclosure or any additional beds which have been added in contravention of clause 3.5 have been removed;

(c) where the Occupier is not the Owner, then a notice on the Owner to take immediate steps in accordance with the Residential Tenancies Act 2010 to terminate the lease, license or agreement in respect of the Lot including but not limited to making such application as may be required to the NSW Civil and Administrative Tribunal for the vacation of the Lot pursuant to Part 5 of the Residential Tenancies Act 2010.

3.17 An Owner or Occupier who receives notice in accordance with clause 3.16 must comply strictly with that notice.

3.18 An Owner or Occupier who has been issued with more than 2 notices under clause 3.16 within a 12 month period is deemed to have failed to comply with this by-law for the purposes of clause 3.15.

3.19 If an Owner or Occupier fails to comply with clause 3.15 or is deemed to have failed to comply with by-law this under clause 3.18, the owners corporation, executive committee or Strata Managing Agent may do any one or more of the following:

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- (a) without notice deactivate or cancel any security keys, fobs, cards or other devices provided by the owners corporation to the Owner or Occupier to access the common property;
- (b) serve a notice on the Owner or Occupier specifying the costs, fees and expenses incurred by the owners corporation in enforcing this by-law;
- (c) refuse to reactivate or reinstate any security keys, fobs, cards or other devices provided by the owners corporation to the access the common property until such time as the Owner or Occupier has provided:
 - (i) evidence sufficient to prove the Lot(s) so owned or occupied is being used for a permitted use under clause 3.1; and/or
 - (ii) evidence sufficient to prove the Lot(s) so owned or occupied is not being used for a use prohibited by clause 3.2; and
 - (iii) payment of any costs, fees and expenses incurred by the owners corporation's in enforcing this by-law; or
- (d) refer the Owner or Occupier to Council or any other relevant authority.

3.20 In addition to clause 3.19, if an Owner or Occupier fails to comply with any obligation under this by-law the owners corporation may:

- (a) request, in writing, that the Owner or Occupier comply with the terms of it;
- (b) serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
- (c) take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
- (d) recover its costs, fees and expenses incurred in enforcing this by-law on the Owner or Occupier on an indemnity basis.

3.21 For the purposes of recovering any costs incurred by the executive committee or Strata Managing Agent in enforcing the law or this by-law:

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

3.22 Any amount due and payable under this by-law bears simple interest at an annual rate of 10% one (1) month from the date the amount is due and payable or the service of a certificate issue pursuant to clause 3.21(b), whichever is earlier.

3.23 The owners corporation may:

- (a) recover as a debt any amount together with any interest payable by an Owner or Occupier under this this by-law if not paid at the end of one (1) month after the amount(s) is due and payable; and/or
- (b) include reference to any debt any amount together with any interest payable by an Owner or Occupier under this this by-law on notices under section 109 of the Act in respect of the Lot.

PART 4- ADDITIONAL PROVISIONS

4.1 An Owner or Occupier must comply with any reasonable directions of the owners corporation given under this by-law.

4.2 The restrictions in this by-law do not apply in circumstances where:

- (a) the Owner or Occupier of that Lot has obtained the prior written approval of the Executive Committee for
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a specific number of persons staying overnight in the Lot for a period of not more than one month's duration;
(b) the approval of the Executive Committee pursuant to this clause must not be given more than once in any six month period.

4.3 The owners corporation shall have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach of the LEP or this by-law.

4.4 Upon service of the notice provided for in clause 4.3 hereof, the Owner or Occupier of a Lot must provide access to the Lot to the owners corporation, by its agents or employees, within twenty four (24) hours of such service.

4.5 The owners corporation, or the strata managing agent, may serve a notice under section 45 of the Act, requiring the Owner or Occupier to comply with this by-law if it is satisfied that there has been a contravention of it.

4.6 The owners corporation may apply for an order of the tribunal under section 203 of the Act that an Owner pay a pecuniary penalty, if it is satisfied that the Owner has, following service of the notice served under section 45, contravened the by-law.

4.7 The owners corporation may, in addition to the order sought under clause 4.5 hereof, seek an order under section 204 for the payment of costs.

8 Use of Gymnasium

Registration Date: 03/05/2016

Part 1- GRANT OF POWER

1.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions on the conditions set out in Part 3.

THIS BY-LAW TO PREVAIL

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

Part 2- DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Building means the building(s) situated at 1 Post Office Lane, Chatswood
- (c) Lot means any lot in strata plan 88678
- (d) Occupier means the occupier of a Lot.
- (e) Owner means the owner of a Lot.
- (f) Gym means the gymnasium located on Level 5 of 1 Post Office Lane, Chatswood

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

Part 3- CONDITIONS

3.1 An Owner or Occupier must not use the Gym during the hours of [insert off-access times] on any day unless with the written consent of the owners corporation.

3.2 An application made pursuant to clause 3.1 to the owners corporation must be made in writing, shall be

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granted at the discretion of the owners corporation and must contain the following:

- (a) the name and address of the applicant;
- (b) a description of the event (if applicable);
- (c) the reason for which the out of hours Gym use is sought; and
- (d) the times of day for which the out of hours Gym use is sought.

3.3 The owners corporation shall provide their response to the application in clause 3.2 within fourteen (14) days of receiving such application otherwise the application is deemed to be refused.

3.4 Any approval given by the owners corporation under clause 3.2 and 3.3 may contain any reasonable conditions at the time that the consent is given. This consent may be provided by the executive committee of the owners corporation

3.5 Any consent under this by-law can be modified, amended, revoked or rescinded by a meeting of the owners corporation (or executive committee).

3.6 An Owner or Occupier when using the Gym must:

- (a) be dressed appropriately when in the Gym area. For clarity, this means that shirts/singlets, pants and shoes must be worn at all times;
- (b) bring a clean towel which must be placed underneath them when using any bench or seat;
- (c) reset any equipment used to the settings that existed prior to their use;
- (d) return any weights used to the rack in the Gym;
- (e) not consume any alcoholic beverages in the Gym;
- (f) not bring any alcoholic beverages into the Gym;
- (g) use the equipment in a manner consistent with the design parameters of the equipment or, in the alternative, seek appropriate advice before using the equipment from a qualified and licensed trainer; and
- (h) ensure that children under the age of sixteen (16) years are accompanied by a person over the age of eighteen (18) years at all times in the Gym.

3.7 Owners and Occupiers acknowledge and agree that:

- (a) the Gym may only be used for the purposes of recreation, health and/or fitness and may not be used for the purposes of coaching, training, mentoring or any other purpose.
- (b) a personal trainer that resides in this building cannot use these facilities to coach, train or mentor any of their clients for a fee or otherwise.

3.8 Owners and Occupiers further:

- (a) acknowledge and agree that, in using the Gym, they do so at their own risk;

- (b) warrant that they are medically fit to use the equipment in the Gym and, if not, that they have sought advice from a medical practitioner prior to using the equipment and further that they will follow the advice of the medical practitioner; and

- (c) release the owners corporation from any liability incurred as a result of their usage of the equipment in the Gym, unless there is any fault of the owner corporation, its agents or representatives that causes the loss or damage.

3.9 Owners and Occupiers must ensure that their Visitors:

- (a) comply with the provisions of this by-law at all times when using the Gym; and
- (b) are accompanied by an Owner or Occupier at all times.

3.10 Owners and Occupiers acknowledge and agree that they will indemnify the owners corporation for any loss, injury or damage to persons, personal property, or lot or common property as a result of the use of the Gym or any equipment by their Visitor, unless such loss, injury or damage is caused by the fault of the owners corporation or its agents, contractors or representatives.

3.11 If an Owner or Occupier fails to comply with any obligation under this by-law the owners corporation may:

- (a) request, in writing, that the Owner or Occupier comply with the terms of it;
 - (b) serve a notice on the Owner or Occupier pursuant to section 45 of the Act;
 - (c) take any other action against the Owner or Occupier which it is entitled to take pursuant to the Act or this by-law (including, where applicable, commencing legal proceedings); and
-

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- (d) recover its costs incurred in rectifying any damage to the common property occasioned by the Owner, Occupier or their Visitor (whichever is applicable), or in enforcing the terms of this by-law, from either:
- (i) the Owner (notwithstanding that the Occupier or Visitor of the respective Lot is in default); or
 - (ii) the Occupier (if the Occupier or Visitor is in default).

3.12 If the costs referred to in clause 3.10(d) are not paid at the end of one (1) month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt, any costs payable by an Owner or Occupier (whichever is applicable) pursuant to this by-law which is not paid at the end of one (1) month after they become due and payable, together with any interest payable, and the expenses that the owners corporation incurred in recovering those amounts.

9 Use of Swimming Pool Area

Registration Date: 03/05/2016

Part 1- GRANT OF POWER

1.1 In addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions to regulate the use of the Swimming Pool Area in the strata scheme on the conditions in Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

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

COMPLIANCE

1.3 Without limiting the effect of, and notwithstanding anything contained in, the by-laws applicable to the strata scheme, all Owners, Occupiers and invitees are subject to the conditions outlined in Part 3 of this by-law.

Part 2- DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the lot or the Building including the local council.
- (c) Building means the building situated at 1 Post Office Lane, Chatswood
- (d) Lots mean all the lots in strata plan 88678
- (e) Owner means the owner of the respective Lot.
- (f) Occupier means the occupier of a Lot.
- (g) Plan means the plan showing the Swimming Pool Area, annexed hereto and marked "A".
- (h) Pool means the pool located in the strata scheme, and being in the Swimming

Pool Area.

- (i) Swimming Pool Area means the Pool and the enclosed area around the Pool, as shown on the Plan.
- (j) Visitor means any person that is not an Owner or Occupier.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail.

Part 3- Conditions

3.1 An Owner or Occupier must:

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- (a) ensure that Visitors do not enter the Pool without an Owner;
 - (b) dry themselves and ensure that Visitors accompanying them are dry, before entering the building to prevent damage to the carpet and elements of the common property;
 - (c) not bring glass objects to any kind into the Swimming Pool Area;
 - (d) not consume any alcoholic beverages in the Swimming Pool Area;
 - (e) not bring any alcoholic beverages in the Swimming Pool Area;
 - (f) use their best endeavours not to cause a nuisance and to cause as little disruption as possible when using the Pool or being in the Swimming Pool Area; and
- (g) must not permit any child of whom they have control to:
- (i) be, play or remain in the Swimming Pool Area unless accompanied by an adult exercising effective control; and
 - (ii) leave the Swimming Pool Areas wet and/or drip water on the common property of the Building.
- 3.2 An Owner or Occupier acknowledges and agrees that:
- (a) the Swimming Pool Area may only be used for the purposes of recreation, health and/or fitness and must not be used for coaching, training, mentoring or any other purpose.
 - (b) a swimming teacher that resides in this building cannot use these facilities to coach, train or mentor any of their clients for a fee or otherwise.
- 3.3 An Owner or Occupier must ensure that their Visitors:
- (a) comply with the provisions of this by-law at all times when using the Swimming Pool Area; and
 - (b) are accompanied by an Owner or Occupier at all times.
- 3.4 Owners and Occupiers acknowledge and agree that they will indemnify the owners corporation for any loss, injury or damage to persons, personal property, or lot or common property as a result of the use of the Swimming Pool Area by their Visitor, unless such loss, injury or damage is caused by the fault of the owners corporation or its agents, contractors or representatives.

PART 4

- 4.1 An Owner or Occupier must comply with any reasonable directions of the owners corporation given under this by-law.
- 4.2 The owners corporation, or the strata managing agent, may serve a notice under section 45 of the Act, requiring the Owner or Occupier to comply with this by-law if it is satisfied that there has been a contravention of it.
- 4.3 The owners corporation may apply for an order of the tribunal under section 203 of the Act that an Owner pay a pecuniary penalty, if it is satisfied that the Owner has, following service of the notice served under section 45, contravened the by law.
- 4.4 The owners corporation may, in addition to the order sought under clause 4.3 hereof, seek an order under section 204 of the Act for the payment of costs.
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SP88679 GREENHILLSLEGAL

By-laws for Metro Grand

Greenhills Legal
PO Box 779
Epping NSW 1710

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1 Definitions and interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Term	Definition
Airconditioning Services	include, without limitation: <ul style="list-style-type: none"> (a) air handling units and equipment, condensers, fan units, cables, conduits, pipes, wires and ducts which are located on Common Property and exclusively service an Apartment including, without limitation, by supplying airconditioning, reticulated water or refrigerant for airconditioning; and (b) condensor water pumps; and (c) switchboards, electrical controllers and dosing tanks; and (d) reticulated water and refrigerant supplying airconditioning to Apartments. Airconditioning services do not include: <ul style="list-style-type: none"> (e) costs for electrical consumption by Apartments; or (f) the water cooled package units which provide climate control for Apartments in Metro Grand; or (g) fan units, coils, cables, conduits, pipes, wires, mechanical ventilation and ducts which exclusively service an Apartment in Metro Grand.
Apartment	means a strata lot in Metro Grand and includes any car space or storage space forming part of a lot.
Balcony	means an external balcony, wintergarden or courtyard in an Apartment as shown on the strata plan for Metro Grand.
Building Management Committee	means the building management committee for Chatswood Transport Interchange established according to the Development Act and the Building Management Statement.
Building Management Statement	means the building management statement registered for Chatswood Transport Interchange which has been replaced with the Strata Management Statement.
Building Manager	means the building manager or facilities manager appointed by the Owners Corporation according to by-law 15.
Building Works	means works, alterations, additions, damage, removal, repairs or replacement of: <ul style="list-style-type: none"> (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or

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Term	Definition
	<ul style="list-style-type: none"> (b) the structure of your Apartment; or (c) the internal walls inside your Apartment (e.g. a wall dividing two rooms in your Apartment); or (d) Common Property services; or (e) services in Metro Grand, whether or not they are for the exclusive use of your Apartment. <p>Building Works exclude minor fit out works inside an Apartment and minor works or alterations to the interior of Common Property walls in an Apartment (e.g. hanging pictures or attaching items to those walls).</p>
Car Park Entrance Ramp	has the same meaning it has in the Strata Management Statement.
Central Recycling Rooms	means the two Shared Facility recycling rooms located on basement level P1 of the carpark. Each room includes all bulk bins and recycling receptacles, hot and cold water assembly, roller shutter, ventilation and associated equipment.
Central Garbage Room	means the Shared Facility garbage room located on basement level P1 of the carpark. It includes all bulk garbage bins, hot and cold water assembly, roller shutter, ventilation and associated equipment.
Chatswood Transport Interchange	means the land and buildings comprised in Metro View, Metro Spire, Metro Grand, the Railway Lot, Retail Complex Lot and Retail Space Lease Lot.
Common Property	means Common Property in Metro Grand and personal property of the Owners Corporation.
Common Property Entry Foyer	means that part of the Common Property entry foyer located on level 52 of Metro Grand and identified on the Exclusive Use Plan the subject of exclusive use by-law 15.
Council	means Willoughby City Council and its successors.
Developer	means CTI Joint Venture Company Pty Ltd and their successors and assigns.
Development Act	means the <i>Strata Schemes (Freehold Development) Act 1973</i> (NSW).
Development Approvals	<p>means:</p> <ul style="list-style-type: none"> (a) development application DA 131-05-2005 determined by the Minister for Planning at the Department of Infrastructure, Planning and Natural Resources on 22 August 2005; (b) modification MOD 177-11-2005 approved on 25 February 2006; (c) modification MOD 43-4-2006 approved on 1 July 2006; (d) modification MOD 104-8-2006 approved on 24 October 2006; (e) modification MOD 128-11-2006 approved on

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Term	Definition
	1 December 2006; (f) modification MOD 87-11-2007 approved on 2 January 2008; and (g) modification MOD 6-1-2007 approved on ; (h) modification MOD 11-0016 (Modification 7) approved on 17 June 2011; (i) modification MOD 11-0016 (Modification 8) approved on 24 February 2012; (j) modification MOD 11-0016 (Modification 9) approved on 27 June 2013; (k) DA-2012/477 dated 30 April 2013; (l) DA-2012/477 A dated 3 July 2013; (m) DA-2012/479(D) approved on 3 July 2013; (n) any other development approvals (and modifications of them) which apply (or may apply) to Metro Grand.
EP & A Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Exclusive Use Plan	means the plan of the Common Property Entry Foyer attached to these by-laws in Annexure A.
Executive Committee	means the executive committee of the Owners Corporation.
Exclusive Use By-Law	means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4 in part 5 of chapter 2 of the Management Act.
Facilities Manager	has the same meaning it has in the Strata Management Statement.
Garbage Room	means the Common Property garbage room located on basement level P1 of the carpark. It includes all bulk garbage bins, compactor, hot and cold water assembly, roller shutter, ventilation and associated equipment.
Government Agency	means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation and includes the Council.
Gym	has the same meaning it has in the Strata Management Statement.
Landscaped Areas	has the same meaning it has in the Strata Management Statement.
Loading Dock	has the same meaning it has in the Strata Management Statement.
Management Act	means the <i>Strata Schemes Management Act 1996</i> (NSW).
Metro Grand	means strata plan no. SP88679.

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Term	Definition
Metro Spire	means strata plan no. SP88678.
Metro View	means strata plan no. SP88677.
Occupier	means the occupier, lessee, licensee or person in lawful occupation of an Apartment.
Owner	means: (a) the owner of an Apartment; and (b) for an Exclusive Use By-Law: the owner(s) of the Apartment(s) benefiting from the by-law; and (c) a mortgagee in possession of an Apartment.
Owners Corporation	means The Owners – Strata Plan No. SP88679.
Railway Lot	means Lot 103 in DP 1094273.
Residential Lot Committee	has the same meaning it has in the Strata Management Statement.
Residential Lot Facilities Manager	has the same meaning it has in the Strata Management Statement.
Residential Lot Shared Costs	has the same meaning it has in the Strata Management Statement.
Residential Lot Shared Facilities	has the same meaning it has in the Strata Management Statement.
Residential Towers	has the same meaning it has in the Strata Management Statement.
Retail Complex Lot	means Lot 105 in DP 1094273.
Retail Space Lease Lot	means Lot 109 in DP 1094273.
Rules	mean Rules made by the Owners Corporation according to by-law 21.
Security Keys	means a key, magnetic card or other device or information used in Metro Grand to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.
Shared Facilities	has the same meaning it has in the Strata Management Statement.
Strata Manager	means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.
Strata Management Statement	means the strata management statement for Chatswood Transport Interchange registered with the strata plan for Metro View.
Swimming Pool	has the same meaning it has in the Strata Management Statement.

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1.2 Reference to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law 1 does not explain have the same meaning as they do in the Management Act;
- (b) the word 'you' means an Owner or Occupier;
- (c) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Metro Grand;
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it;
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (f) the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) the singular includes the plural and vice versa; and
- (i) the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability

If the whole or any part or a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

1.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

1.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully at any given time, they may still exercise it later.

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1.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

2 About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Metro Grand. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment in Metro Grand.

2.2 Who must comply with the by-laws?

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

3 Exclusive use by-laws

3.1 Purpose of Exclusive Use By-Laws

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

3.2 Interpreting this by-law

In this by-law 3, 'you' means an Owner who has the benefit of an Exclusive Use By-Law.

3.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law 3 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

3.4 Occupiers may exercise rights

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

3.5 Regular accounts for your costs

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

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and

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- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

3.6 Repairing damage

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

3.7 Indemnities

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

3.8 Additional insurances

In addition to your obligations under by-law 18, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3.9 Access to exclusive use areas

You must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act, the Strata Management Statement and the by-laws. Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

4 Strata Management Statement

4.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Metro View, Metro Spire, Metro Grand, the Railway Lot, Retail Complex Lot and Retail Space Lease Lot. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements for the use and operation of Shared Facilities; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) insurance requirements for you and the Owners Corporation.

4.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

4.3 Copies of the Strata Management Statement

Contact the strata manager if you would like a copy of the Strata Management Statement.

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4.4 Building Management Committee

The Building Management Committee was established under the Building Management Statement which was in existence before registration of the strata plan for Metro Grand which required its conversion to a Strata Management Statement.

The Building Management Committee administers issues affecting Metro Grand and Chatswood Transport Interchange generally. The Owners Corporation is a member of the Building Management Committee.

4.5 Appointing a Representative and Substitute Representative

The Executive Committee shall:

- (a) appoint a Representative and Substitute Representative from one or more of the members of the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee; and
- (b) terminate the appointment of a Representative and Substitute Representative at any time.

4.6 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

4.7 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

5 Your behaviour and responsibility for others

5.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of another Apartment 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 Metro Grand which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or Metro Grand.

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5.2 Complying with the law

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

- (a) your Apartment;
- (b) the use of your Apartment; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

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

5.3 Erecting signs

Owners of Apartments and the Owners Corporation are not permitted to erect any signs in and around Metro Grand. This includes 'For Sale' and 'For Lease' signs. However, while the Developer is an Owner, the Developer may erect and display 'For Sale' or 'For Lease' signs in or around Metro Grand and on Common Property without consent from the Owners Corporation.

5.4 Fire control

You must:

- (a) comply with laws about fire control;
- (b) notify the Owners Corporation if you change a lock on the entry door to your Apartment;
- (c) not keep flammable materials on Common Property or in your car space or any storage space;
- (d) not interfere with fire safety equipment; and
- (e) not obstruct fire stairs or fire escapes.

5.5 Goods not to be stored on Common Property

At all times, Common Property must be kept clear of goods and must not be used for storage purposes (other than in designated areas).

5.6 No parking on Common Property

Subject to the Strata Management Statement, you must not park or stand a vehicle on Common Property.

5.7 Visitor parking

The Strata Management Statement regulates the use of Visitor Parking in Metro Grand and the Residential Towers generally by visitors or Owners and Occupiers who participate in an external car share scheme. You must comply with your obligations under the Strata Management Statement in relation to the use of Visitor Parking.

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5.8 Carpark height restriction

You may not be able to access some car spaces on basement level P1 or access basement levels P2 or P3 of the carpark with any motor vehicle (including attachments such as spoilers, low profile tyres, roof racks and antennas) which exceeds the maximum height limitations.

5.9 You are responsible for others

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement;
- (b) make your visitors leave Metro Grand if they do not comply with the by-laws or the Strata Management Statement;
- (c) take reasonable care about who you invite into Metro Grand or Chatswood Transport Interchange; and
- (d) accompany your visitors at all times, except when they are entering or leaving Metro Grand or Chatswood Transport Interchange.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.10 Requirements if you lease or licence your Apartment

If you lease or licence your Apartment, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement;
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Chatswood Transport Interchange.

6 What are your obligations for your Apartment?

6.1 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which services your Apartment (whether or not you made the installation or alteration);
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums. See by-law 18 for important information about increasing and paying for insurance premiums;

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- (d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
- (e) at your expense, comply with all laws relating to your Apartment and requirements of Government Agencies.

6.2 Use of your Apartment

You must use your Apartment for residential purposes only.

6.3 When will you need consent from the Owners Corporation?

Subject to these by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of Metro Grand;
- (c) attach or hang an aerial or wires outside your Apartment or Metro Grand;
- (d) store anything in your car space (other than a vehicle); or
- (e) enclose your car space.

6.4 Obligations when cooking

You must keep the front door of your Apartment closed whilst cooking to prevent any odours or smoke emitted whilst cooking from entering the Common Property corridors.

6.5 Balcony of your Apartment

You must ensure that any outdoor furniture kept on the Balcony of your Apartment is:

- (a) of a high quality and finish, commensurate with the quality of Metro Grand and is in keeping with the appearance of Metro Grand; and
- (b) kept in a good condition, maintained and does not detract from the appearance of your Apartment or Metro Grand.

You must have consent from the Owners Corporation to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other item to the Balcony of your Apartment.

6.6 Floor coverings

You must stop the transmission of noise which might unreasonably disturb another Owner or Occupier by keeping the floors in your Apartment covered or treated and obtaining the consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment.

If at the date of registration of Metro Grand, the floors in your Apartment are covered with carpet, floor boards or stone tiles, then you are responsible (at your cost) for cleaning, maintaining, repairing and where necessary, replacing those floor coverings and not the Owners Corporation.

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6.7 Window treatments

You must have consent from the Owners Corporation to place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Apartment.

6.8 Window coverings

You:

- (a) may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white (white curtain linings or sheers are an acceptable method of achieving this); and
- (b) must have consent from the Owners Corporation to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 6.8(a).

6.9 Sun shades

You must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in your Apartment or on Common Property.

6.10 Cleaning windows

Subject to by-law 6.11, you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.11 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Metro Grand. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.10 for the period the Owners Corporation resolves to clean the glass.

6.12 Cleaning of the exterior of Metro Grand

The Owners Corporation will arrange the cleaning of the exterior glass and surfaces of Metro Grand by a building maintenance unit (BMU) located on the roof of Metro Grand. The BMU will be lowered down each side of the exterior of the building during the cleaning process.

If your Apartment has a balcony which is open to the air, then you will need to follow the directions of the Building Manager during the cleaning process which will include for safety not accessing your balcony during the cleaning period.

6.13 Drying your laundry

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

6.14 Storage

If your Apartment contains a storage space (located in the carpark of Metro Grand), you may use the storage area for the storage of household and similar goods. You must not use the storage area for parking a vehicle or trailer or as a habitable space.

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6.15 Car space

If your Apartment contains a car space, you must not store anything in the car space other than a vehicle (unless you obtain prior written consent of the Owners Corporation). For the avoidance of doubt, you are not permitted to store any boxes, furniture or other household items in your car space.

You must keep your car space free from any rubbish or spills (including oil or grease). If your car leaks oil or grease, then you must immediately clean the affected area (including any Common Property). If you fail to clean the affected area, the Owners Corporation may clean the affected area and recover the costs from you.

6.16 Security devices, screens and doors

You must obtain consent from the Owners Corporation before you vary, change or remove any security device, security screen or security door installed in your Apartment.

6.17 Barbecues

You may store and operate a barbecue on the Balcony of your Apartment (but not in any wintergarden component of your Apartment) provided:

- (a) it is a covered gas or electric portable barbecue. Solid fuel barbecues are prohibited;
- (b) the barbecue does not produce smoke; and
- (c) you do not allow the food to burn or emit smoke whilst cooking.

6.18 Internet and phone infrastructure

A box containing NBN infrastructure (being the equipment necessary for the provision of internet and phone services to your Apartment) is located in a cupboard in your Apartment. It is important that this box remains uncovered and well ventilated.

You should contact your preferred provider to arrange connection to the NBN infrastructure for internet and phone services to your Apartment and for any subsequent troubleshooting or maintenance queries.

6.19 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under by-law 23, the Owners Corporation and contractors engaged by the Owners Corporation have the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

6.20 Rights of the Building Management Committee to enter your Apartment

The Owners Corporation authorises the Building Management Committee to exercise its rights to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace those items of Common Property in your Apartment (or which are accessible through your Apartment) which are Shared Facilities.

6.21 Damage or destruction

If any part of the Common Property is partially destroyed or damaged, the Owners Corporation must as soon as reasonably practicable:

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- (a) obtain, at its cost, all necessary Approvals; and
- (b) repair, replace and make good the whole of the destroyed or damaged part of the Common Property to no less a condition than the condition in which it was immediately before the damage or destruction.

The Owners Corporation is not responsible for repairing, replacing or making good any damage or destruction caused to an Apartment. The Owner of the Apartment is responsible for the repair, replacement and making good of their Apartment including all costs.

7 Keeping an animal

7.1 What animals may you keep in your Apartment?

Subject to this by-law, you may keep the following in your Apartment:

- (a) goldfish or other similar fish in an indoor aquarium;
- (b) one domestic cat or small size dog that does not exceed approximately 12 kilograms in weight when fully grown; and
- (c) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

You must obtain the prior consent of the Owners Corporation to keep any other animal.

7.2 Your visitors

You must not allow a visitor to bring an animal into Metro Grand unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

7.3 When will the Owners Corporation refuse consent?

The Owners Corporation will not give you consent to keep:

- (a) a medium or large size dog that exceeds 12 kilograms in weight when fully grown;
- (b) a dog that is vicious, aggressive, noisy or difficult to control;
- (c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (d) a dangerous dog as defined under the *Companion Animals Act 1998* (NSW).

7.4 Controlling your animal

You must ensure that any animal you are allowed to keep under this by-law 7 does not wander onto another Apartment or Common Property. If it is necessary to take your animal onto Common Property (e.g. to transport it out of Metro Grand or Chatswood Transport Interchange generally), you must restrain it (e.g. by leash or pet cage) and control it at all times.

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7.5 Conditions for keeping an animal

A condition which automatically applies if you keep an animal under this by-law is that the Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you do not comply with your obligations under this by-law 7;
- (c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- (d) if you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).

7.6 Other conditions

The Owners Corporation may make other conditions if it gives you consent to keep an animal according to this by-law 7.

7.7 Your responsibilities

You are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
 - (i) any 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.

8 Moving in and furniture deliveries and removals

8.1 General requirements

You must make arrangements with the Owners Corporation at least 48 hours before you move in or out of Metro Grand or move large articles (e.g. furniture) through Common Property.

8.2 What are your obligations?

When you take deliveries or move furniture or goods through Metro Grand (including the delivery of stock or goods), you must:

- (a) use the Shared Facility Loading Dock located on level P1 of the car park in accordance with the requirements set out in the Strata Management Statement;
- (b) comply with the reasonable requirements of the Owners Corporation, including the requirement to pay a bond and fit an apron cover to the Common Property lift located on P1 of the car park;
- (c) repair any damage you (or the person making the delivery) cause to Common Property; and

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- (d) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of Common Property.

You must not use levels P2 or P3 of the car park for moving goods or furniture through Metro Grand.

8.3 Role of the Residential Facilities Manager

The Owners Corporation as part of the Residential Lot Committee may appoint the Residential Facilities Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Residential Facilities Manager when you move in or move out of Metro Grand; and
- (b) comply with the reasonable requirements of the Residential Facilities Manager when you take deliveries or move furniture or goods through Metro Grand.

9 How to dispose of your garbage

9.1 General requirements

Subject to the by-laws and the Strata Management Statement, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Common Property garbage chute room which is closest to your Apartment or the Garbage Room);
- (b) in an area of your Apartment which is visible from the outside of your Apartment; or
- (c) in the carspace or storage space of your Apartment.

9.2 What are your obligations?

You must:

- (a) transport to and dispose of your household garbage in the chute located in the Common Property chute room which is closest to your Apartment;
- (b) transport to and store your recyclable materials in the Common Property chute room which is closest to your Apartment;
- (c) for bulkier or large items of garbage which will not fit down the chute located in the Common Property chute room which is closest to your Apartment, contact the Building Manager to arrange removal (at your cost);
- (d) for large items of recyclable materials, transport to and store your large items of recyclable materials in the Central Recycling Room;
- (e) drain and securely wrap your household garbage before you place them in the Common Property chute room which is closest to your Apartment;
- (f) recycle your garbage and recyclable materials according to instructions from your Owners Corporation and Government Agencies;

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- (g) drain and clean bottles and other recyclable items (and ensure that they are not broken) before you place them in the receptacles in Common Property garbage chute rooms or the Central Recycling Room;
- (h) contact the Building Manager to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage storage and removal service.

9.3 Requirements for garbage chutes

If you are an Owner or an Occupier of an Apartment in Metro Grand, you must not:

- (a) put bottles or glass in a garbage chute;
- (b) put liquids in a garbage chute;
- (c) put items that weigh more than 2.5 kilograms in a garbage chute;
- (d) put boxes or large items in a garbage chute that might block it; or
- (e) use a garbage chute between the hours of 10.00 pm and 6.00 am.

9.4 Cleaning up spills

If you spill garbage or other rubbish on Common Property or in the Central Garbage Room or any of the Central Recycling Rooms, you must immediately remove the garbage or rubbish and clean the affected area.

9.5 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) provide or ensure provision of a sufficient number of garbage and recycling receptacles in the Common Property garbage chute rooms, the Garbage Room, Central Garbage Room and the Central Recycling Rooms for the storage of household garbage and recyclable materials;
- (b) maintain, repair and clean the Common Property chute rooms, the Garbage Room and the garbage chutes;
- (c) maintain, repair and clean the garbage receptacles located in the garbage rooms in Metro Grand;
- (d) collect recyclable materials from each Common Property garbage chute room and transport them to either of the Central Recycling Rooms;
- (e) arrange for the regular removal of garbage from the Garbage Room unless this service is provided by Council; and
- (f) arrange for the regular removal of garbage and recyclable materials, liquids or other articles which Council will not remove as part of its normal garbage collection services (at the relevant owner or Occupiers cost).

The Central Garbage Room and Central Recycling Rooms are Shared Facilities under the Strata Management Statement. The Residential Facilities Manager will be responsible for maintaining,

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cleaning and arranging the regular removal of garbage and recyclable materials from these rooms.

10 Use of the Swimming Pool and Gym

The Swimming Pool and Gym are located in Metro Grand and are designated Residential Lot Shared Facilities under the Strata Management Statement. The Strata Management Statement regulates the operation and use of the Swimming Pool and Gym by Metro Grand and the Residential Towers generally. You must comply with your obligations under the Strata Management Statement in relation to the requirements for operation and use of the Swimming Pool and Gym.

11 Use of the Landscaped Areas

The Landscaped Areas located on the podium level of Chatswood Transport Interchange are designated Residential Lot Shared Facilities under the Strata Management Statement. The Strata Management Statement regulates the use of the Landscaped Areas by Metro Grand and the Residential Towers generally. You must comply with your obligations under the Strata Management Statement in relation to the requirements for use of the Landscaped Areas.

12 Carrying out building works

12.1 When do you need consent?

Subject to this by-law 10, you must have consent from the Owners Corporation to carry out Building Works. If the proposed Building Works affect Shared Facilities you must also obtain consent from the Building Management Committee to carry out the works.

12.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law 10 to:

- (a) if you are the Developer, erect a 'For Sale' or 'For Lease' sign according to by-law 5.3;
- (b) alter or remove an Inter-Tenancy Wall according to by-law 13; or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However, you must comply with by-laws 12.3 to 12.5 when you carry out the Building Works.

12.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) obtain necessary consents from the Building Management Committee and under the Strata Management Statement and any architectural, signage and landscape standards;
- (c) find out where service lines and pipes are located;

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- (d) obtain consent from the Owners Corporation and, if necessary, the Building Management Committee if you propose to interfere with or interrupt services or Shared Facilities; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

12.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

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

12.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access Metro Grand for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Metro Grand; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Metro Grand.

13 Inter-Tenancy walls

13.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law 13, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
- (d) you comply with the procedures in this by-law 13.

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Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

13.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 13.1. However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

13.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 13.1;
- (b) if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 12.3 to 12.5; and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

14 Exclusive Use of Airconditioning Services

14.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-laws 3.4 to 3.8 apply to this Exclusive Use By-Law.

14.2 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owner of each Apartment.

14.3 How does airconditioning in Metro Grand work

Metro Grand is serviced by a reverse cycle ducted system of airconditioning. Each Apartment has an individual fan cooled unit located in their Apartment which is connected through pipes, wires and ducts to their own condenser unit located in the Common Property plant room on their level. Each Apartment's condenser unit is then connected through a series of shared pipes, wires and ducts to the cooling tower and heat exchanger located on the roof of the building.

14.4 Exclusive use rights

The Owner of each Apartment has:

- (a) exclusive use of the Airconditioning Services which exclusively services their Apartment; and
- (b) the special privilege to connect to and use the Airconditioning Services which exclusively service their Apartment.

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14.5 What are your obligations?

You must, at your cost:

- (a) operate, maintain and repair, and where necessary, replace Airconditioning Services exclusively servicing your Apartment;
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Air-conditioning Services exclusively servicing your Apartment; and
- (c) comply with the requirements of Government Agencies about air-conditioning services.

14.6 Obligations of Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace Airconditioning Services which are not for the exclusive use of an Apartment. This will include the shared pipes, wires and ducts which service the building and connect the cooling tower and heat exchanger to the individual condenser units located in the Common Property plant rooms on each floor of Metro Grand.

14.7 Paying for air conditioning services

You must contribute towards the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of the Airconditioning Services under this Exclusive Use By-Law in shares proportional to the unit entitlement of your Apartment. For the avoidance of doubt, you are responsible for all electricity, water and associated running and maintenance costs for Airconditioning Services which exclusively service your Apartment.

15 Exclusive Use of Common Property Entry Foyer

15.1 Exclusive Use By-Law

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 Apartments Lot 237 and Lot 238. By-laws 3.4 to 3.8 apply to this Exclusive Use By-Law.

15.2 Interpreting this by-law

In this Exclusive Use By-Law, 'you' means the Owners of Apartments Lot 237 and Lot 238.

15.3 Exclusive use rights

The Owners of Apartments Lot 237 and Lot 238 have exclusive use of that part of the Common Property Entry Foyer area located on Level 52 and marked with an 'X' on the Exclusive Use Plan attached in Annexure A.

15.4 What are your obligations?

You must, at your cost, clean, maintain and where necessary repair or replace items within the Common Property Entry Foyer which exclusively services your Apartment to a standard acceptable to the Owners Corporation (acting reasonably).

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16 Agreement with the Building Manager

16.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Metro Grand.

The Owners Corporation may exercise its power under this by-law 15 in its capacity as a member of the Building Management Committee, in its capacity as a member of the Residential Lot Committee and in its capacity as an owners corporation.

16.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

16.3 Agreement during the Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period. If an Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period, the term of the agreement must not exceed two years (or such lesser maximum term as is prescribed by law).

16.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably) complying with the Management Act;
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably); and
- (c) the Owners Corporation must, before entering into an agreement, consider the merits of entering into an agreement with the same Building Manager appointed by the Residential Lot Committee and the other residential strata schemes under the Strata Management Statement.

16.5 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

16.6 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

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- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee or Residential Lot Committee);
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) coordinating the carrying out of Building Works;
- (f) managing the Security Key system and providing Security Keys according to the by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Metro Grand generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Metro Grand.

16.7 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee or in its capacity as a member of the Residential Lot Committee) and a Facilities Manager or Residential Facilities Manager (as the case may be) must comply with the Strata Management Statement.

The Owners Corporation is:

- (a) a member of the Building Management Committee established under the Building Management Statement. The Building Management Committee has the power to appoint a Facilities Manager to manage the operation, maintenance, repair and replacement of the Shared Facilities;
- (b) a member of the Residential Lot Committee established under section 2 of schedule 4 of the Strata Management Statement. The Residential Lot Committee has the power to appoint a Residential Facilities Manager to manage all residential Shared Facilities, each of the Residential Towers (which includes Metro Grand) and the Residential Lot Shared Costs.

16.8 Residential Facilities Manager appointed under Strata Management Statement

The Owners Corporation must not appoint the Building Manager to perform functions which are (or will be) performed by the Facilities Manager appointed by the Building Management Committee or the Residential Facilities Manager appointed by the Residential Lot Committee.

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17 Licences

17.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law 17 only by ordinary resolution at a general meeting.

17.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 17 may include provisions about:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted use 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.

18 Common Property and Shared Facilities

18.1 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property.

18.2 Easements

Where some items of Common Property are burdened by easements, you and the Owners Corporation:

- (a) must comply with your obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

18.3 What are your obligations?

Subject to these 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

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- (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 Metro Grand on your behalf.

18.4 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, 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; and
- (c) interfere with the operation of Common Property equipment.

19 Insurance premiums

19.1 Consent from the Owners Corporation

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

19.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 19, it may make conditions that 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.

20 Security at Metro Grand

20.1 The Strata Management Statement and restrictions on Owners Corporation

The Strata Management Statement regulates security and the provisions of Security Keys for Metro Grand and Chatswood Transport Interchange generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 20 are subject to the Strata Management Statement. In particular, the Owners Corporation must not do anything that would restrict access to:

- (a) the Car Park Entrance Ramp; or
- (b) other Shared Facilities which owners and occupiers in Chatswood Transport Interchange are entitled to use under the Strata Management Statement.

20.2 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into Metro Grand and prevent fires and other hazards.

20.3 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Metro Grand.

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20.4 Restricting access to Common Property

Subject to this by-law 20, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment;
- (b) restrict by Security Key your access to levels in Metro Grand where you do not own or occupy an Apartment or have access to according to an Exclusive Use By-Law;
- (c) charge you a fee if you request additional or replacement Security Keys; and
- (d) allow security personnel employed or contracted by the Owners Corporation or the Building Management Committee to use part of Common Property to operate or monitor security at Metro Grand.

20.5 Providing Owners and Occupiers with Security Keys

Subject to this by-law, if the Owners Corporation exercises its rights under by-law 20.4, it may provide you with a Security Key for the relevant part of Common Property. The obligations of the Building Management Committee to provide Security Keys for Shared Facilities are in the Strata Management Statement.

20.6 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property;
- (b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded; and
- (c) charge you a fee or a bond if you require extra or replacement Security Keys.

20.7 What are your obligations?

You must comply with your obligations in the Strata Management Statement about Security Keys for Shared Facilities and Residential Lot Shared Facilities.

In regards to Security Keys issued by the Owners Corporation according to this by-law 20, you must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) immediately notify the Owners Corporation if you lose a Security Key; and
- (d) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier.

20.8 Closing doors

You must take reasonable care to make sure that fire and security doors in Metro Grand are locked or closed when they are not being used.

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20.9 Procedures if you lease or licence your Apartment

If you lease or licence your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy your Apartment.

20.10 Some prohibitions

You must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of Metro Grand.

21 Rules

21.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Metro Grand and, in particular, the use of Common Property.

21.2 Changing the Rules

The Owners Corporation may add to or change the Rules at any time.

21.3 What are your obligations?

You must comply with the Rules.

21.4 Inconsistency

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

22 How are consents given?

22.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by the Owners Corporation or the Executive Committee at a meeting of the Executive Committee.

22.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

22.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with conditions made by them when they gave your consent or the by-law under which they gave you consent.

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23 Failure to comply with by-laws

23.1 What can the Owners Corporation do?

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

23.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Apartment according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

23.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

24 Applications and complaints

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

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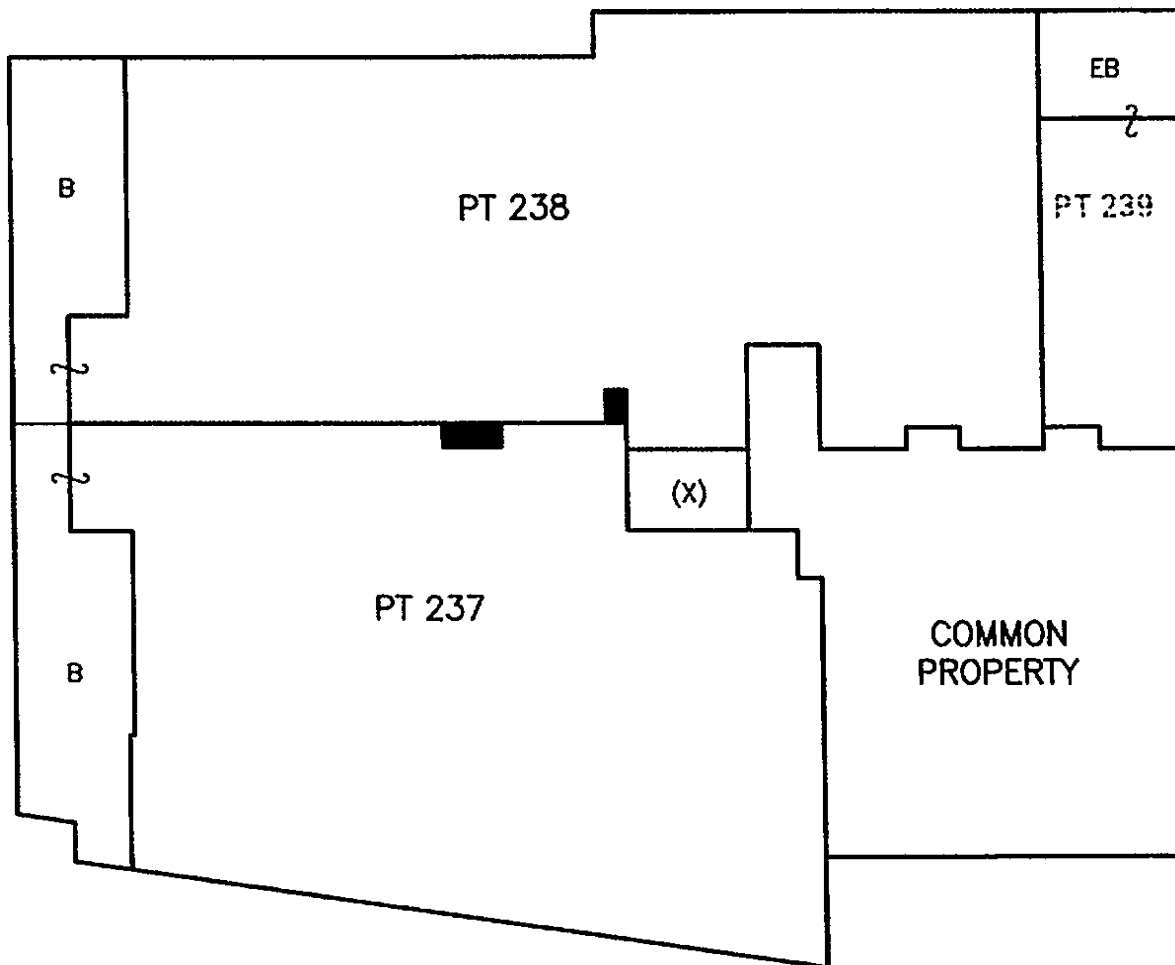
Annexure A: Plan of Exclusive Use area

GRAND TOWER

LEVEL 52

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(X) - DENOTES EXCLUSIVE USE AREA OVER
COMMON PROPERTY ENTRY FOYER



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PLAN SHOWING EXCLUSIVE USE AREA LEVEL 52 GRAND TOWER CHATSWOOD METRO SP 88679	CONSULTING SURVEYORS	DATE: 16/9/14
	DENNY LINKER & CO.	DRAWN: KR/LG
	SYDNEY	RATIO: NTS
	SUITE 301, LEVEL 3 55 HOLT STREET SURRY HILLS N.S.W. 2010 PH. (02) 9212 4655 FAX (02) 9212 5254	REF.: 110407

