

Substitute dealing  
Time .. : 1.5 am/pm  
Date: 29/1/2015

**CHANGE OF BY-LAWS**  
New South Wales  
Real Property Act 1900



**AJ607312U**

CSB2

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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP 53413
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(B) <b>LODGED BY</b>	Document Collection Box <b>1W</b>	Name, Address or DX and Telephone Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Ph: 02 9267 6334 Reference: Vanessa Haddad	CODE <b>CB</b>
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(C) The Owners-Strata Plan No. 53413 certify that pursuant to a resolution passed on 15 July 2015 and in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. See below

Added by-law No. See below

~~Amended by-law No. —~~

as fully set out below:

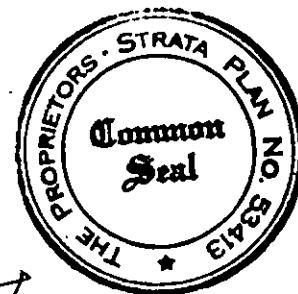
Repealed by-law Nos. 1 to 35  
Repealed by-law Nos. Special 1 to 12

Add by-law Nos. 1 to 45  
Add by-law Nos. Special 7, 8 & 9

SEE ANNEXURE

The Common Seal of the Owners S.P.53413 was hereunto affixed on 24 August 2015 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)



(F) The common seal of the Owners-Strata Plan No. 53413 was affixed on 24 August 2015 in the presence of—

Signature(s): *M. Curtin*

(of witness)

Name(s): Margaret Curtin Level 5, 162 Goulburn St SURRY HILLS NSW 2010

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

## Annexure

### STRATA PLAN 53413 – BY-LAWS

#### **By-law 1 Noise**

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

#### **By-Law 2 Vehicles**

An owner or occupier of a lot must not park or stand any motor vehicle or other vehicle on common property except with the written approval of the Owners Corporation.

#### **By-Law 3 Obstruction of Common Property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

#### **By-Law 4 Damage to Plants, etc. on Common Property**

An owner or occupier of a lot must not:

- (a) damage any tree, shrub, plant or flower being part of or situated on common property: or
- (b) use for his own purpose as a garden any portion of the common property.

#### **By-Law 5 Damage to Common Property**

- (1) An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common property
- (2) An approval given by the Owners Corporation under subclause (1) cannot otherwise authorise any additions to the common property.
- (3) This By-Law does not prevent an owner or person authorised by the owner from installing:
  - (a) any locking or other safety device for the protection of the owners lot against intruders;
  - (b) any screen or other device to prevent entry of animals or insects on the lot;
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance in keeping with the appearance of the rest of the building.
- (5) Despite Section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation referred to in subclause (3) that forms part of the common property and services the lot.

### **By-Law 6 Behaviour of Proprietors & Occupiers**

An owner or occupier of a lot when upon common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

### **By-Law 7 Children Playing on Common Property in Building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

### **By-Law 8 Behaviour of Invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

### **By-Law 9 Depositing Rubbish, etc. on Common Property**

An owner or occupier of a lot must not:

- (a) deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property; or
- (b) throw any item or allow any item to fall off a window, balcony or other raised outdoor area.

### **By-Law 10 Drying of Laundry Items**

An owner or occupier of a lot must not, hang any washing, towel, bedding, clothing or any other article on any part of the parcel in such a way as to be visible from outside the building, other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

### **By-Law 11 Cleaning Windows and Doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

### **By-Law 12 Storage of Inflammable Liquids, etc**

- (1) An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store upon the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **By-Law 13 Moving Furniture, etc on or through Common Property**

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless:
  - (a) sufficient notice (being at least 72 hours notice) has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so; and
  - (b) a bond in the sum of \$500.00, or such other amount as may be determined from time to time by the Owners Corporation, has been paid to the Owners Corporation.
- (2) The Owners Corporation may use the bond paid by the owner or occupier, or any part of it, to pay all or part of the costs incurred by the Owners Corporation:
  - (a) in having the nominee of the executive committee present at the time when the Owner or Occupier transports any furniture or large object through or on common property within the building;
  - (b) in having the nominee of the Executive Committee take photos in order to assist its determination as to whether the common property has been damaged;
  - (c) repairing or making good any damage caused to the common property during the transportation; and
  - (d) cleaning the common property as a result of the transportation, and

the owners or occupiers consent to the Owners Corporation using the bond, or any part of it, for any of these purposes. The use of the bond, or any part of it, by the Owners Corporation under this by-law shall not limit or prejudice its right to recover any damage or loss it suffers as a result of an owner or occupier transporting any furniture or large object through or on common property within the building.
- (3) The Owners Corporation must refund the bond, or the balance of it, to the owner or occupier who paid it as soon as:
  - (a) it is satisfied that the common property through which the relevant furniture or large object was transported has not been damaged or left unclean as a result of the transportation, or
  - (b) any such damage or uncleanliness has been made good or cleaned.

### **By-Law 14 Floor Coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot. Specifically, if timber or any other flooring is used in any living area, then it must be of 5-star standard and the owner of that lot must, at least 28 days prior to the installation seek approval of the owners corporation by providing details of the proposed material and a report from an acoustic consultant who is a member of the AAAC that the proposed material and installation will meet the 5 star rating. The owner of the lot must also within 28 days after the installation of the proposed flooring, provide to the owners corporation a certificate from an acoustic consultant who is a member of the AAAC, that any proposed flooring in a living area of a lot is of minimum 5-star standard. Flooring in bedrooms must not be changed to any other type of flooring except carpet with underlay.
- (2) This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.



- (3) If an owner fails to provide the certificate referred to in by-law 14(1) within those 28 days, then the Owners Corporation may make a formal written demand for that certificate within 21 days. If an owner fails to provide that certificate within 21 days of service of that formal demand, then the Owners Corporation may:
  - (a) change the timber or any other non compliant flooring in the living areas to carpet nominated by the Owners Corporation;
  - (b) enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of changing that flooring; and
  - (c) recover as a debt due from the Owner the relevant costs of entering and replacing that flooring together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- (4) Nothing in this by-law 14 restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

### **By-Law 15 Garbage Disposal**

#### **1) An owner or occupier of a lot must:**

- (a) drain and securely wrap all household garbage and put it in the garbage chute;
- (b) place paper and cardboard for recycling in the black recycling bin provided in the garbage room on each floor;
- (c) leave other garbage in the ground floor common property garbage area designated by the Owners Corporation;
- (d) recycle garbage according to instructions from the Owners Corporation and Sydney City Council;
- (e) drain and clean bottles and make sure they are not broken before they are put in the recyclable waste bins; and
- (f) contact the Building Manager (if appointed), Strata Manager or Owners Corporation for advice to remove large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment, provided that:
  - (i) even with Building Manager or concierge approval, there is a limit of 2 cubic metres only; and
  - (ii) those additional items must be placed in the garbage area only on days nominated by the Building Manager or concierge.

#### **2) An owner or occupier of a lot must not:**

- (a) leave garbage on Common Property except in the ground floor Common Property garbage area designated by the Owners Corporation;
- (b) put bottles or glass in the garbage chute;
- (c) put liquids in the garbage chute; or
- (d) put items that weigh more than 2.5 kilograms in the garbage chute; or put boxes or large items in the garbage chute that might block it.

### **By-Law 16 Keeping of Animals**

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

### **By-Law 17 Appearance of Lot**

The owner or occupier of a lot must not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

### **By-Law 18 Notice-Board**

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

### **By-Law 19 Change in Use of Lot to be Notified**

An occupier of a lot must not change the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes and such activity will affect the insurance premium of the strata scheme).

### **By-Law 20 Keep your lot clean and tidy**

- 1) The owner and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.
- 2) For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or Contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

### **By-Law 21 Bikes and surfboards etc not allowed in lift**

1. The owner or the occupier of a lot shall only convey or allow the conveyance in the lift of any push bike or surfboard or other item that could damage or dirty the interior of the lift if given permission by the front desk concierge.
2. If permission is given, then as long as the object is not dirty, leaned on or placed against lift sides or any walls, doors, windows or glass at the scheme or would not be likely to cause any damage by its conveyance over common property, it may be conveyed in the lift. No entry or exit of or from the ground level foyer or level 2 is permitted.
3. Push bikes, surfboards and other items are not to be stored or left in common areas, except push bikes are permitted to be stored attached to a bicycle stand that is provided by the Owners Corporation.

### **By-Law 22 Window cleaning**

Notwithstanding by-law 11, the Owners Corporation shall have the power to clean all windows and window frames in the building.

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### **By-Law 23 Swimming pool rules**

- 1) In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.
- 2) The owner or the occupier of a lot shall not use nor allow the use of the pool between 10:00p.m. and 6:00a.m.
- 3) The owner or the occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by him.
- 4) The owner or the occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:
  - a) smoking, eating or drinking;
  - b) consuming alcohol;
  - c) using bottles or glass;
  - d) running, jumping or diving;
  - e) using balls, boogie boards or large inflated objects;
  - f) using soap, bubble bath or shampoo;
  - g) must be adequately clothed — nude bathing prohibited.
- 5) The owner or the occupier of a lot shall not enter or pass through the building from the pool while wet, nor allow his invitees to do so.
- 6) Children are not permitted in or around the pool unless accompanied by an adult owner or occupier of a lot exercising effective control over them.

### **By-Law 24 Building manager**

The Owners Corporation shall have the following powers in addition to those conferred on it by the Strata Schemes Management Act 1996 and the by-laws;

- 1) The power to engage a building manager and a security guard on such conditions and for such term as is determined from time to time by the Owners Corporation.
- 2) The power to grant to the building manager or to the security guard the right to use a specified area of the common property for the purposes relating to the proper performance of his responsibilities.

### **By-Law 25 Responsibility for maintenance of air conditioning**

- 1) The owner of a lot shall maintain any air conditioning facilities or equipment that are within his lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- 2) Without limiting the generality of this by-law, the owner shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned each month.

### **By-Law 26 No smoking on common property**

An owner or occupier of a lot shall not smoke or permit any person who is an invitee of that owner or occupier to smoke when on the common property or cause smoke to escape into or invade the common property and/or any neighbouring lot.

### **By-Law 27 Car washing not allowed**

An owner or occupier shall not wash any motor vehicle within the garage complex comprising of unit garage spaces or common property.

### **By-Law 28 Property Use**

- 1) If a lot is leased the owner of the lot must:
  - a) notify the Owners Corporation of the names and addresses of the lessor, tenant, the number of occupiers, and if applicable, any real estate agent acting on behalf of the owner;
  - b) provide the tenant with a copy of the by-laws currently in force;
  - c) make sure the tenant and their visitors comply with the by-laws; and
  - d) take all action available, including action under the lease or licence agreement, to make the tenant comply with the by-laws or leave the building.
- 2) The owner or occupier of a lot must not:
  - a) use the lot for lettings of under three months;
  - b) keep anything in the lot that is visible from outside the lot and is not in keeping with the appearance of the building;
  - c) install bars, screens, grilles, security locks or other safety devices on the interior and exterior of windows or doors in the lot if they are visible from outside the lot;
  - d) attach or hang an aerial, security device or wires outside the building; or
  - e) lease the property where the number of occupants will be more than double the number of bedrooms within that lot; or
  - f) rent, lease or licence any car space to any person who is not an occupier in the building.
- 3) The owner of a lot must not use the lot contrary to Sydney City Council development consent conditions, or permit a use of the lot that is injurious to the reputation of the building.
- 4) No owner or occupier of a lot may use the common property for commercial gain, parties or other functions
- 5) Each owner must ensure that their lot is not used for any purpose that is prohibited by law.



- 6) Each owner must ensure that their lot is not rented or leased in any way that is prohibited by law.
- 7) Each owner must ensure that their lot is not used for any purpose that requires approval or authorisation of an authority or under any law without that approval or authorisation.
- 8) No owner may rent or lease any car space to any person unless it is part of a lease of the whole of the lot to that person.

#### **By-Law 29 Responsibility for damage**

The owner of a lot shall be responsible for any damage to common property caused by the owner or their occupier, including invitees, builders, tradesmen, couriers and removalists.

#### **By-Law 30 Recovery of costs (damage to common property)**

- (1) In this by-law:

**"Appliances"** means all appliances, devices and machines at a relevant Lot, including but not limited to hot water tanks, hot water heaters, dishwashers, baths and all electrical appliances, whether or not owned by an Owner or Occupier.

**"Excess"** means any excess paid to the Owners Corporation's insurer on a claim under its insurance policy relating to damage caused to Common Property by an Owner's Appliance or by his or her Occupier's Appliance and includes any increase in insurance premiums payable by the Owners Corporation attributable to that damage.

**"Invitee"** means an invitee of an Owner or Occupier.

- (2) Every owner must ensure that neither the owner nor any occupier or their Invitee does or allows to happen anything within or on their lot or the common property which causes any damage to common property.
- (3) Every owner must ensure that all of the Appliances in their lot do not cause any damage to common property.
- (4) In the event that an owner breaches clause (2) or (3) of this by-law (so that common property requires repair), the owners corporation may:
  - (a) recover from that owner the cost of repairing the damage caused to common property; or
  - (b) if insurance pays for all of that damage to common property, recover from that owner any Excess relating to the insurance claim; or
  - (c) if insurance pays for part of that damage to common property, recover from that owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to common property.
- (5) The owners corporation may issue an invoice to any owner for any amount due under this by-law. Where the owner has notified the owners corporation of an address for service in accordance with the provisions of the *Strata Schemes Management Act (Management Act)*, that invoice may be sent to that address.
- (6) Any debt which arises pursuant to this by-law is due and owing to the owners corporation whether or not an invoice is served on the person liable for payment.

- (7) Any amount due to be paid to the owners corporation pursuant to this by-law will, if not paid at the end of one month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.
- (8) The owners corporation may recover as a debt interest calculated in accordance with clause (7).
- (9) The owners corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt (and interest) due under this by-law from any person liable for that debt (and interest) on an indemnity basis including but not limited to:
  - (a) all amounts payable by the owners corporation to the strata managing agent;
  - (b) the cost of issuing an invoice for the debt; and
  - (c) all legal costs incurred in connection with the recovery of the debt.
- (10) The owners corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (11) Any expense of the owners corporation which is recoverable pursuant to this by-law will become due and payable at such time as the owners corporation becomes liable to pay the expense.
- (12) Any invoice issued by the owners corporation or the strata managing agent stating the amount recoverable by the owners corporation as a debt from the owner and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (13) The owners corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

### **By-Law 31 Security system**

- 1) The Owners Corporation:
  - a) must provide a security access control device to an owner or occupier of a lot for the garage security door, the front foyer entrance door and lifts of the building;
  - b) may limit the number of security access control devices provided to owners and occupiers of lots, and specifically may limit the devices as follows:
    - (i) to a maximum number of devices for a lot of two devices for each bedroom of that lot;
    - (ii) to a maximum of one device per car space of a lot;
    - (iii) to be given only to persons who provide proof of residency within the building, being an owner's name on a strata roll or search or a lessee under a lease, with the relevant lease and proof of identity given to the Owners Corporation or its nominee before a device must be handed over, and parents signing for any people under the age of 18.

- c) may charge a fee or bond for additional or replacement security access control devices.
- 2) An owner or occupier of a lot must:
  - a) take all reasonable steps not to lose security access control devices;
  - b) return security access control devices to the Owners Corporation if no longer required or if moving out of the building; and
  - c) notify the Owners Corporation immediately if a security access control device is lost or stolen.
- 3) An owner of a lot must include in a lease or licence for the lot a requirement that the occupier return security access control devices to the Owners Corporation when they move out of the building.
- 4) An owner or occupier of a lot must not
  - a) copy a security access control device; or
  - b) give a security access control device to someone who is not an owner or occupier.
- 5) Security access control devices belong to the Owners Corporation.
- 6) No person or company except a building manager, an executive committee member or their nominees are permitted to hold common property keys or devices other than any key, device or remote control issued under by-law 31(1).

### **By-Law 32 Contracts**

Any contract with the Owners Corporation where the term exceeds two years must be approved by an ordinary resolution at a General Meeting. The Owners Corporation must not enter any contract for more than 5 years.

### **By-Law 33 Additional Strata Roll Information**

The owner or owners of a lot must notify the Owners Corporation of their names and addresses, and if applicable, telephone numbers and email addresses.

### **By-Law 34 Unit Garage**

- 1) The Owners Corporation shall have the power and authority to secure any unit garage door left open.
- 2) Items stored in a garage must not:
  - a) detract from the building's appearance;
  - b) cause or potentially cause a health problem;
  - c) cause or potentially cause a safety problem;
  - d) encroach within 1 metre of a fire sprinkler.

### **By-Law 35 Bicycle stands**

If the Owners Corporation installs a bicycle stand on the Common Property on any parking level, then:

- (a) an owner or occupier within the scheme may park or store their bicycle there with the approval of the concierge or Building Manager;
- (b) priority for bicycle spaces will be given to owners and occupiers with parking on that level; and
- (c) all bicycles will be placed there at the owner or occupier's risk. The Owners Corporation will not be responsible for any damage or theft to bicycle placed in that bicycle stand.

### **By-Law 36 Unenforceability**

If any by-law is void, unenforceable or illegal, then the rest of that by-law and all other by-laws will be read as if that provision was not part of that by-law.

### **By-law 37 – Executive Committee appointments**

1. The Owners Corporation cannot appoint a committee member, or a company or other business that a committee member has a significant financial interest in or is remunerated as an employee directly or indirectly, to provide any goods or services for a fee to the Owners Corporation without the approval of Owners at a General Meeting.
2. Subject to Special By-law 37(1) this by-law does not apply to re-imbusement of expenses.

### **By-Law 38 - Executive Committee disclosure**

An Executive Committee member shall disclose to the Executive Committee any personal, business or financial relationship to a service provider, if that service provider is being considered or has been selected to provide goods or services to the Owners Corporation.

### **By-law 39 – Monetary Bond for Works to Lots**

#### **A. Definitions**

1. In this by-law, the following terms are defined to mean:

**Works** means alterations, additions and renovations undertaken by an Owner of a lot to the lot and so much of the common property as is permitted under a separate by-law.

**Owner** means each of the Owners of a lot for the time being in strata scheme 53413.

**Bond** means an amount of money being up to an amount of \$10,000 as determined by the executive committee in its absolute discretion having regard to the scope, nature and duration of the Works.

2. Where any of the terms in this by-law are defined in the *Strata Schemes Management Act 1996*, they will have the same meaning as those words are attributed under that Act.

**B. Scope of By-Law**

3. An Owner must not carry out any Works without the prior written consent of the Owners Corporation or its Executive Committee.

**C. Powers of the Owners Corporation**

4. The Owners Corporation or its Executive Committee shall have the following additional powers, authorities, duties and functions to be exercised reasonably:
- (a) The power to impose on an Owner a condition that a Bond be paid to it as a condition of the consent to carry out Works;
  - (b) The power to decide from time to time the amount of the Bond on a case by case basis;
  - (c) The power to collect the Bond before Works are commenced;
  - (d) The authority to hold the Bond in a separate account to be established for the purpose;
  - (e) The duty to refund the Bond, less any bank fees and charges, to the Owner at the completion of the Works if no damage to common property has been caused by the Works.
  - (f) The authority to delegate to an appropriately qualified person (paid for by the owner) nominated by the Executive Committee the function of accessing the extent of damage (if any) to the common property caused by the Works;
  - (g) The authority to delegate to any person nominated by the Executive Committee the power to enter on to any part of the parcel to access the damage referred to in this clause; with reasonable notice to the owner;
  - (h) The power to withhold all or any part of the Bond from the Owner if the Executive Committee has assessed that damage to the common property has occurred due to the Works;
  - (i) The authority to appropriate so much of the Bond as is required to rectify the damage to the common property that (in the reasonable opinion of the Executive Committee) has been caused by the Works;
  - (j) The power to enter on to any part of the parcel to carry out the rectifications pursuant to this by-law;
  - (k) The power to demand from the Owner any shortfall in the funds required to rectify the damage to the common property in accordance with this by-law; and
  - (l) The power to recover any shortfall in funds required to rectify the damage as a debt in a Court of competent jurisdiction.

**By-law 40 – Conversion of steam room**

**A. DEFINITIONS**

- i) In this by-law, the following terms are defined to mean:

“Steam room” means the alterations and additions undertaken by the Owners Corporation to the common property (including all ancillary structures) as per the verbal offer by Meritons to convert the defective steam room in to a sauna.

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

## **B. POWERS & DUTIES**

- iii) The Owners Corporation shall have the following additional powers, authorities, duties and functions:
  - a) the power to install, make, replace, add, remove or alter common property for the purpose of the possible conversion of the steam room;
  - b) the power to enter into arrangements with third parties from time to time for the operation of the possible conversion and the maintenance, repair and replacement of any of the possible conversion;
  - c) the duty to keep the possible conversion in good and serviceable repair;
  - d) the power to delegate the powers under this by-law to the executive committee.

### **By-law 41 – Power to install conduits to common property**

#### **A. DEFINITION**

- i) The following terms are defined to mean:

“Conduits” means a cabling system and all ancillary mechanisms to permit and facilitate transmission of Foxtel Cable Television Pty Limited’s pay-to-air television service or another provider of a similar service, attached to the common property in accordance with the plans and drawings attached to the minutes of the meeting at which this by-law was made.

“Conduits” does not mean cables or ancillary mechanisms installed within the boundaries of any lot for the connection of the pay-to-air television service to individual lots.

“Telstra” means Telstra Corporation Limited.

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

#### **B. POWERS & DUTIES**

- iii) The Owners Corporation shall have the following additional powers, authorities, duties and functions:
  - a) the power to install the Conduits;
  - b) the power to enter into an agreement with Telstra or another provider to install the Conduits;



- c) the power to enter lots to repair or replace the Conduits or any part of the Conduits on the same terms as prescribed in section 65 of the Strata Schemes Management Act 1996;
- d) the power to enter into arrangements with third parties from time to time for the operation, repair and replacement of the Conduits;
- e) the authority to permit lot owners to connect Conduits to their lots on terms and conditions to be decided by those lot owners and Foxtel Cable Television Pty Limited or another provider; and
- f) the power to delegate the function of executing the agreement mentioned in sub-clause B(iii)(b) to the Executive Committee and Strata Managing Agent who are authorised to negotiate with Telstra or another provider any such amendments to the agreement as are considered by them to be in the best interests of the Owners Corporation.

## **By-law 42 – Power to install conduits to lots**

### **1. DEFINITIONS**

- i) The following term is defined to mean:  
  
“Conduits” means cables or ancillary mechanisms installed within the boundaries of any lot for the connection of the pay-to-air television service to individual lots.
- ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those works are attributed under that Act.

### **2. SCOPE OF BY-LAW**

- iii) An owner must not install or attach and Conduits to their lot or the common property except in accordance with this by-law.

### **3. POWERS & DUTIES**

- iv) The Owners Corporation shall have the following additional powers, authorities, duties and functions:
  - a) the power to decide from time to time on the style, specifications, design and placement of Conduits in a lot or the common property;
  - b) the power to enter onto any part of the parcel to inspect Conduits;
  - c) the power to remove any Conduits that are installed or attached in breach of this by-law; and
  - d) the power to recover the costs of removing Conduits that are install or attached in breach of this by-law from the defaulting owner.

### **4. OWNERS OBLIGATIONS**

- v) An owner must not install or attach Conduits to the common property without the prior written consent of the Owners Corporation or its Executive Committee.

#### **Maintenance**

- vi) Owners must properly maintain and keep the common property to which the Conduits are attached in a state of good and serviceable repair.
- vii) Owners must properly maintain and keep the Conduits in a state of good and serviceable repair and must replace the Conduits as required from time to time.

#### **Cost of Conduits**

- viii) The installation, maintenance, repair and replacement of Conduits will be at the cost of the owners.

#### **Owner's Fixtures**

- ix) The Conduits will remain the owner's fixture.

#### **Liability**

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

#### **Indemnity**

- xi) Owners must indemnify the Owners Corporation against any loss or damage the Corporation suffers as a result of installing Conduits on the common including liability under section 65(6) in respect of any property of the owners.

#### **By-law 43 – Electronic transmission of documents**

- 1 A notice or other document may be served on the owner of a lot by electronic means only if the owner or the owner's agent has given the Owners Corporation an email address for the service of notices upon the owner and the notice or other document is sent to that address.
- 2 A notice or other document is deemed to have been served on an owner 48 hours after it was sent to an email address given to the owners Corporation by the owner or the owner's agent for the service of notices upon the owner, unless before that time the sender receives an electronic communications to the effect that the notice or other document was not successfully sent or received including undeliverable or out of office replies.

#### **By-law 44 – Gym rules**

1. The owner or occupier of a lot shall not use nor allow the use of the gym, games room, community room, stretching area and squash court outside the opening hours 10.00pm to 6.00am or as nominated by the Owners Corporation.
2. The owner or occupier of a lot shall accompany their guests at all times whilst their guests use the gym.
3. An owner or occupier is limited to bringing up to 2 guests to the gym each day for a maximum of no more than 3 days in any 7 day period.



4. An owner or occupier must sign in any guest using the gym with the Building Manager and provide photo identification for all guests
5. The Owners Corporation or their appointed nominees are permitted to ask a guest using the gym to leave at any time if the owner or the guest is in breach of any of the building bylaws.
6. The Owners Corporation reserves the right to deactivate security access control devices to prevent access to the gym of an owner or occupier if they or their guests do not comply with the By-laws. The owner or occupier must then reapply for the security access device to be reactivated and pay a fee in accordance with By-law 31 Clause 1 c).
7. The owner or occupier of a lot must follow, and ensure their guests follow the following and any rules notified by the Owners Corporation from time to time while in the gym;
  - Equipment must not be used without a towel for equipment protection and hygiene;
  - Gym equipment is to be wiped after use (bikes & seated equipment) with the water spray & paper towels provided, to ensure the equipment is clean for the next user;
  - Gym users must be dry when in the gym (not wet from the pool, spa or sauna areas);
  - Adequate clothing is to be worn at all times (gym top and shorts)
  - No jeans or other clothes that may damage the gym equipment are to be worn when using gym equipment;
  - Gym or sports shoes are to be worn at all times;
  - Smoking or eating is not permitted;
  - Non alcoholic drinks can be brought into the gym and consumed in the gym provided they are in plastic containers - glass containers are not permitted;
  - Alcoholic drinks are not to be brought into the gym;
  - Dropping of weights is not permitted. Loud noise needs to be minimised;
  - It is not permitted to make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Gym by another owner, occupier or guest;
  - Dangerous, careless, abusive or improper use of equipment is not permitted;
  - Residents are not permitted to use the gym for commercial activities including the resident acting as a personal trainer
  - Gym users must operate and adjust equipment in the Gym according to the instructions of the manufacturer;
  - Children under 12 are not permitted in the gym unless accompanied by an adult owner, occupier or guest exercising effective control over them;

- The Owners Corporation may restrict access to the Gym by Security Key;
- The Owners Corporation may make Rules about using the Gym and, in particular, about the number of visitors which an owner or occupier may bring into Gym at the same time. Owners and Occupiers must comply with those Rules;
- Use of the gymnasium is at the own personal health risk of the user; and
- It is strongly recommended that users have a health assessment prior to using any of the gym facilities.
- Unauthorised photography is not permitted in the gym.
- Faulty equipment is to be reported to the Owners Corporation.

#### **By-law 45 – Owners Corporations renovations**

##### **PART 1 THIS BY-LAW TO PREVAIL**

If there is any inconsistency between this by-law and the Schedule 1 By-laws contained in the *Strata Schemes Management Act, 1996* (which apply to this scheme) or any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

##### **PART 2 DEFINITIONS & INTERPRETATION**

#### **Definitions**

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

- (a) Act means the *Strata Schemes Management Act, 1996*;
- (b) Building means the building situated at 222 Sussex Street SYDNEY 2000.
- (c) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 53413.
- (d) Works means the following works to the Building including to:
  - (i) replace, alter and/or move the reception desk within the entrance lobby area;
  - (ii) move the mail boxes from the right of the entrance lobby to another area of the entrance lobby, or into the enclosed room at the back of the entrance lobby;
  - (iii) replace the level one mezzanine barrier and/or raise the level one mezzanine barrier to the ceiling;
  - (iv) enclose the level 2 balcony and reroute the level 2 balcony vent; and

- (v) add satellite equipment on the roof and electrical cabling in cupboards and ducts to accommodate satellite TV equipment and feeds.

### Interpretation

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 include references to amending and replacing legislation.

## **PART 3 POWERS & DUTIES OF OWNERS CORPORATION**

In addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions as follows:

- (a) the power to carry out the Works;
- (b) the power to acquire such materials and hire such labour to carry out the Works;
- (c) the duty to maintain and keep the Works at the Building in a state of good and serviceable repair; and
- (d) the duty to prepare the plans and obtain any approvals/consents/permits of any Authority and in this regard the executive committee is expressly authorised to approve such plans and obtain such approvals/consents/permits on behalf of the Owners Corporation.

## **SPECIAL BY-LAW NO 7 LOT OWNER'S RENOVATIONS**

### **PART 1: GRANT OF RIGHT**

Notwithstanding anything contained in by-law 5 of the Schedule 1 By-laws contained in the *Strata Schemes Management Act, 1996* (which apply to this scheme) or any other by-law applicable to the scheme, an Owner has the special privilege to install, maintain, repair and replace (if necessary) the Works servicing their respective lot (at that Owner's cost and to remain the Owner's fixture) existing or installed by them or the occupier of their lot, subject to the provisions of Part 3 of this by-law.

The purpose of this by-law is to impose conditions under which Owners can conduct Works within their lot (and whether or not they impact on common property) and regulate their maintenance and repair.

### **PART 2: DEFINITIONS & INTERPRETATIONS**

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

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (b) **Building** means the building situated at 222 Sussex Street, SYDNEY NSW 2000.
- (c) **Council** means the Council of the City of Sydney.
- (d) **Insurance** means:
  - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
  - (ii) insurance required under the *Home Building Act*, 1989, to the value of the Works, (if necessary); and
  - (iii) workers' compensation insurance.
- (e) **Lot** means any lot in strata plan no 53413.
- (f) **Owner** means the owner of the respective Lot from time to time (including any subsequent owner due to a transfer of ownership of the Lot).
- (g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.53413.
- (h) **Works** means any works including any renovations, improvements, installations, repairs, erection of additional structures or any other works to the Lot (but excluding any works on load-bearing walls, lot consolidations or any other works which do or may negatively affect the structural integrity of the Building).

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: CONDITIONS AND RIGHTS

#### 3.1 Before commencement

Before commencement of the Works the Owner must:

- (a) prepare and provide to the Owners Corporation Plans of the proposed Works;
- (b) obtain all necessary approvals/consents/permits from any Authorities and provide a copy to the Owners Corporation;

- (c) obtain written approval for the location, type, appearance, construction materials and size of the Works from the Owners Corporation, such approval not to be unreasonably withheld (and in this regard the executive committee is expressly authorised to give approvals on behalf of the Owners Corporation);
- (d) give and obtain such written consents in such form as may be required by the Owners Corporation;
- (e) ensure that any Works which are visible from outside the Lot are in keeping with the rest of the Building and its amenity and be consistent in symmetry, size, shape, colour, appearance, and design of the Building and other works existing (and approved by the Owners Corporation) at the Building as viewed from the front or back of the Building from time to time;
- (f) obtain all necessary approvals/consents/permits from any Authorities and provide a copy to the Owners Corporation;
- (g) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any reasonable request from the Owners Corporation; and
- (h) effect and maintain Insurance and provide a copy to the Owners Corporation;

### **3.2 During installation**

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use design, materials and colours consistent with the Building's and other approved works' appearance, such that a reasonable person would deem such design, materials and colours to be consistent with the Building's and other approved works' appearance if the Works are visible from outside of the lot;
- (d) use reasonable endeavours to cause as little disruption as possible;
- (e) perform the Works during times reasonably approved by the Owners Corporation;
- (f) perform the Works within a period of 3 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;



- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any reasonable request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary or increase the scope of the Works or modify any plans in respect of the Works submitted to the Owners Corporation or modify them or any approvals/consents/permits of any Authority without first obtaining the consent in writing from the Owners Corporation (and in this regard the executive committee is expressly authorised to give consents on behalf of the Owners Corporation);
- (l) comply with the directions of the Owners Corporation and any Authority concerning the performance of the Works; and
- (m) observe the by-laws in force for this strata scheme.

### **3.3 After construction**

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by the owners corporation or an Authority to approve the Works;
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any reasonable request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and
- (e) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

### **3.4 Enduring rights and obligations**

The Owner:

- (a) must maintain, replace and keep in good and serviceable repair the Works;
- (b) must maintain and upkeep those parts of the common property in contact with the Works;
- (c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority including safety regulations or the Building Code of Australia;
- (d) remains liable for any damage to lot or common property (including the Lot) arising out of the Works; and

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- (e) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works (including their installation or use).

### 3.5 Default by the Owner

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may, following reasonable notice:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work; and
- (c) recover the costs of carrying out that work from the defaulting Owner.

### 3.6 Applicability

For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future Owners of a respective Lot.

## SPECIAL BY-LAW NO 8 PROTECTING EXPOSED BALCONIES

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

### 1.2

- (a) Notwithstanding anything contained in By-law 5 of the By-laws contained in Schedule 1 of the *Strata Schemes Management Act 1996* (which apply to this scheme) or any other by-law applicable to the scheme, the Owner may (at the Owner's cost and to remain the Owner's fixture) carry out the Works subject to the terms and conditions contained in Part 3 of this by-law.
- (b) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

## PART 2: DEFINITIONS & INTERPRETATION

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

- (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 Council.
- (c) **Building** means 222 Sussex Street SYDNEY NSW 2000.
- (d) **Council** means Council of the City of Sydney.
- (e) **Insurance** means:
  - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
  - (ii) insurance required under the *Home Building Act, 1989*, to the value of the Works, (if necessary); and
  - (iii) workers' compensation insurance.

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- (f) **Lot** means lots 2, 3, 49 and 52 in strata plan 53413.
- (g) **Owner** means the owner of the respective Lot.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 53413.
- (i) **Plans** means the plans, drawings and specifications (including materials and colours) for the Works to be undertaken pursuant to this by-law.
- (j) **Works** means the works to the Lot and the common property to be carried out for and in connection with the Lot's balcony enclosure works together with restoration of lot and common property (including the Lot) damaged by such works all of which is to be:
  - (i) conducted strictly in accordance with the Plans and the terms of this by-law; and
  - (ii) in keeping with the appearance and amenity of the Building.

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

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

### **PART 3: CONDITIONS**

#### **3.1: Before commencement**

3.1 Before commencement of the Works the Owner must:

- (a) prepare and provide to the Owners Corporation the Plans of the proposed Works;
- (b) obtain all necessary approvals/consents/permits from any Authorities and provide a copy to the Owners Corporation;
- (c) obtain written approval (based on the information provided in paragraphs (a) and (b) above for the location, type, construction materials and that they be consistent in symmetry, size, shape, colour, appearance, and design of the Building and other works existing (and approved by the Owners Corporation) at the Building as viewed from the front or back of the Building from time to time, and such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld (and in this regard the executive committee is expressly authorised to give such approvals on behalf of the Owners Corporation);
- (d) give and obtain such written consents in such form as may be required by the Owners Corporation;





- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- (f) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (g) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).

### **PART 3.2: During construction**

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) perform the Works within a period of one (1) month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (e) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (f) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (g) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (h) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (i) not vary or increase the scope of the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3: After construction**

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

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;

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- (d) ensure that the Works comply with the requirements of and all approvals/consents/permits from any Authority in respect of the Works;
- (e) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property (including the Lot) have been completed in accordance with the terms of this by-law; and
- (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time.

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

#### **PART 3.4: Enduring rights and obligations**

3.4 The Owner:

- (a) must maintain, replace if damaged beyond repair and upkeep the Works;
- (b) must maintain and upkeep those parts of the common property in contact with the Works;
- (c) remains liable for any damage to any lot or common property (including the Lot) arising out of the Works; and
- (d) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their maintenance, upkeep, replacement and use.

#### **PART 3.5: Default by the Owner**

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

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work; and
- (c) recover the costs of carrying out that work from the defaulting Owner.

#### **PART 3.6: Applicability**

3.6 For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future owners of the respective Lot.

### **SPECIAL BY LAW NO.9 SPECIAL PRIVILEGE -LOTS 99 AND 100**

#### **DEFINITIONS**

**Lots** means lots 99 and 100 in strata scheme 53413 and any lot created by consolidation of these lots.

**Owners** means the owner(s) from time to time of the Lots.

**Works** means the alterations and additions undertaken by the Owners to their Lots or part of them and so much of the common property as is necessary to fully renovate the Lots in accordance with the scope of works now tabled by the Owners and a copy of which is attached to the minutes of the meeting at which this by-law was considered.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) has the same meaning as in the Act

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

### **RIGHTS**

Subject to the Conditions, the Owners will have a special privilege to carry out and keep properly the Works in the Lots and have exclusive use of the common property affected by the Works,

### **CONDITIONS**

- A. Prior to the **Works** being undertaken, the **Owners** must at their own cost:
- (a) submit plans and proposed detailed structural/engineering designs detailing the **Works** and variations to the Executive Committee and obtain its written consent; such consent not to be required by proprietors in a general meeting for the proposed **Works**;
  - (b) provide evidence of development approval from the local council and any other statutory authority or certificates whose consent or authorisation may be required for the proposed **Works**;
  - (c) effect and maintain contractors all works insurance, insurance required under the **Home Building Act 1989**, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of the Owners and the Owners Corporation. Any insurance policy required to be effected by the Owners, may be effected by a contractor on behalf of the **Owners**; and
  - (d) provide to the Owners Corporation a second certificate from a structural engineer, independent of but approved by the Owners, in favour of the Owners Corporation, identifying any load-bearing walls or assisting load bearing walls assumed by the first structural engineer, and certifying that the carrying out of the Works and the method by which the Works will be constructed, will not adversely affect the structural integrity of the building
- B. When carrying out the **Works** in accordance with this by-law the Owners must comply with:
- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
  - (b) protect all areas of the strata scheme outside lots 99 and 100 from damage by the Works or by the transportation of constructions materials, equipment, and debris, in the manner reasonably acceptable to the Owners Corporation;

- (c) keep all areas of the building outside lots 99 and 100 clean and tidy from the impact of the works throughout the performance of the Works;
  - (d) only perform the Works in the times approved by the Owners Corporation;
  - (e) minimise noise that cause discomfort, disturbance or interference with activities of any other occupier in the Building;
  - (f) remove all debris resulting from the Works immediately from the Building;
  - (g) comply with the requirements of the Owners Corporation to comply with any by-law and any relevant statutory authority concerning the performance of the Works;
  - (h) gain approval of the Executive Committee or its representative for the duration and timing of services or noise interruption where other Lots are going to be affected, before the Works are carried out, Such approval not to be unreasonably withheld or delayed;
  - (i) carry out the work in the method certified by the structural engineer;
  - (j) if any load-bearing or assisting load bearing walls are identified or assumed by the structural engineer, the structural engineer to inspect and provide engineering certificates to the Executive Committee at predetermined stages during the construction to be determined by the Executive Committee. The number of inspections not to be excessively onerous; and
  - (k) the by-laws in force for this strata scheme.
- C. At the completion of the activities constituting the **Works**, the **Owners** must, within a reasonable time of being requested by the Executive Committee, produce written certification that the **Works** meet relevant Australian engineering and building and acoustic standards for such works and that the structural integrity of the building has not been compromised by the **Works**.
- D. The **Owners** must properly maintain and keep the **Works** in a state of good and serviceable repair at their own cost) and replace the Works or any part of them at their own cost as the Owners Corporation may reasonably require from time to time.
- E. The **Owners** must accept liability for any damage caused to the common property, their Lots and/or any other lot in the strata scheme as a result of the Works immediately after it has occurred.
- F. The **Owners** must indemnify and keep indemnified the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal costs) as a result of the making and registration of this by-law, performance, maintenance, repair/replacement or removal of the **Works** or their use and will pay those costs to the Owners Corporation on demand.
- G. The Owners Corporation has the authority to impose the obligations specified under Special By-laws 7 & 8, Part 3 on the Owners before, during and after the Works in this By-law where reasonable.

#### **REMEDY**

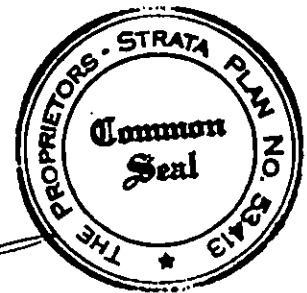
If the **Owners** fail to comply with any obligation of this by-law, the Owners Corporation may:



- (a) if the Owners do not rectify the failure to comply with any obligation of this by-law within 20 business days, or such reasonable time as agreed, after notice from the Owners Corporation requiring the failure to be rectified, enter any part of the parcel to carry out the necessary work to perform the obligation; and
- (b) recover the costs of carrying out that obligation from the Owners as a debt, due and payable at the Owners Corporation's direction and which, if unpaid within 1 month of being due, will bear interest payable at the rate mentioned in Schedule J of The Supreme Court Rules' (1970) until paid.

The Common Seal of the Owners – **The Owners--Strata Plan 53413** was hereunto affixed on 24 August 2015 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by section 238 of the *Strata Schemes Management Act 1996* to attest the fixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 62 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney.  
(Registered Book 4611 Number 45)



Signature of witness:

Name(s): Margaret Curtin, Level 5, 162 Goulburn St, Surry Hills NSW 2010