

Strata Plan 88688
267 SUSSEX STREET SYDNEY

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 27/08/2013

1 Dictionary

1. In these by-laws

Act is the Strata Schemes Management Act 1996 as amended

Approved Hours are specified in Clause 58.

Allocated Space means a carspace within the Car Stacker which the Owner has all necessary consents and authorisation to use.

Authorised Vehicle means a car that is owned and operated by either the Owner or an Occupier and includes any roof racks, aerial, tow bars or bull bars.

Building means the building at 267 Sussex Street, Sydney

By-law means these bylaws.

Car Stacker means the mechanical carparking system that operates, or will operate marked in the strata plan or draft strata plan as a car stacker.

Developer means Lamand Pty Ltd.

Exclusive Use Right means the owner who from time to time have been granted a right to use the Allocated Space.

Garbage Compacting Room means the common property garbage area on ground floor level located directly below the garbage chute

Garbage rooms mean all common areas rooms dedicated for storage and collection of garbage and including the Garbage Compacting Room.

Car Space Owner means a owner who has an Allocated Space within the Car Stacker.

Occupier is the occupier, lessee or licensee of a Lot that is owned by an Owner

Owner is:

(a) The owner for the time being of a Lot

(b) For an exclusive use By-law, the owner(s) of the Lot(s) benefiting from the by-law.

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

Permitted Purpose means the use of the Car Stacker to park an Authorised Vehicle which is of appropriate dimensions to enable the Authorised Vehicle to be driven into the car stacker without causing any damage to the Car Stacker.

Builder means Ceerose Pty Ltd

Special Privilege Right means the right conferred in clause 48.

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2 Interpretation

2. In these By-laws, a reference to:

- (a) A thing includes the whole or each part of it
- (b) A person include an individual, body corporate, company or incorporated association as the case may be.
- (c) The singular includes the plural and vice versa.

3. Where in these Bylaws, a reference is made to an obligation, prohibition or duty of an Occupier, then the Owner of the Unit to which that occupation relates is liable for any breach of the Occupier as if the breach where by the Owner itself.

3 Purpose

4. The Purpose of these By-laws are to:

- (a) Set rules for owning or occupying a Unit
- (b) set up rules of Exclusive Use Rights granted in respect to the use, operation and maintenance of the Car Stacker
- (c) Set up rules for the use of a special privilege right to lot 1 to use part of the ground floor common property to carry on its retail or commercial enterprise.
- (d) Designate rules of the disposal of rubbish

4 Compliance with these By-laws

5. Each Owner must ensure that

- (a) they comply with these bylaws
- (b) persons invited to the building by the Owner comply with these Bylaws
- (c) any Occupier of the unit owned by the Owner complies with these Bylaws
- (d) any Occupier is given a copy of these By-laws by the Owner of the Unit to which the occupation relates.
- (e) Visitors comply with these by-laws
- (f) They require any visitor that is not complying with these bylaws to leave the Building.
- (g) Take reasonable care about who they invite into the Building

5 Amendments to these By-laws

6. Unless otherwise provided for in these By-laws, the Owners Corporation may not amend, add or change any Exclusive Use Right or Special Privilege Right created by these By-laws unless it complies with any relevant provisions of the Strata Schemes Management Act and has the express written consent of the party which has been granted the Exclusive Use Right or Special Privilege Right.

6 Prohibitions and Obligations

7. Each Owner and Occupier must not:

- (a) obstruct or unreasonably interfere with any exclusive use right or Special Privilege Right created by these By-laws
- (b) use language or behave in a way that might offend or embarrass another Owner of Occupier
- (c) obstruct the use of Common Property

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- (d) Do anything that is illegal
- (e) Store any items in the Car Stacker or any Carspace
- (f) Install or operate an intruder alarm which has an audible signal.

8. Each Owner and Occupier must:

- (a) Be appropriately and adequately clothed when on common property
- (b) Abide by these By-laws.
- (c) Keep their Lot clean and tidy and free from pests or vermin.

7 Keeping of Animals

9. An Owner or Occupation may keep in the Unit:

- (a) A goldfish or other fish in an indoor aquarium
- (b) A cat
- (c) A guide dog that is needed because the Owner or Occupier is visually or hearing impaired.

10. Other animals may not be kept in the Building unless the Owners Corporation has consented in writing.

11. An Owners Corporation will not give consent to keep:

- (a) A dog
- (b) Any animal which is noisy or causes or may cause disturbances at night or early in the morning.
- (c) Any animal which is required to be registered but is not registered.

12. An animal that is permitted to stay in the Building is only permitted to stay in the building as long as it:

- (a) Does not become offensive, aggressive, noisy or a nuisance
- (b) Remains within the Lot at all times (except where it is necessary to take the animal through a common property area to exit the building)
- (c) Clean and tidy and free from ticks, lice and fleas.
- (d) Is appropriately controlled and restrained at all times when on common property.

13. An Owner must clean up after their animal at all times, whether within the lot or on common property.

8 Signs

14. Unless expressly authorised by the Owners Corporation in writing, an owner must not erect a sign on or outside their Lot or on common property.

15. The Developer does not require consent to display any advertising material relating to the sale of any Unit by the Developer.

16. Lot 1 is entitled to display one sign at the front entrance lobby area of the building which shows the trading name of the commercial or retail enterprise being undertaken at lot 1.

17. The sign referred to in clause 16 must:

- (a) Be approved by the Owners Corporation or developer, the terms and conditions of such approval remaining in their absolute discretion
- (b) be of size, colour, layout, design and style that is consistent with the character of the building and in any event, not larger than 1 m in length and not larger than 30 cm in height.
- (c) be positioned in an appropriate position by reference to the location of Lot 1, which does not detract from the overall character and style of the building.

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- (d) not display offensive or inappropriate symbols, letters or characters.
- (e) be in English. However, the sign may have a smaller translation of the English characters.
- (f) be maintained at the cost of the Owner of Lot 1.

9 Safety

18. You must not:
- (a) Keep flammable material on Common Property
 - (b) Interfere with safety equipment
 - (c) Obstruct fire stairs

10 Moving Furniture

19. You must obtain approval from the Owners Corporation prior to moving any furniture through the building.
20. You must ensure that when moving furniture in common property that all reasonable precautions are taken to avoid any damage to the floors, walls or lift walls.
21. Any furniture taken into the lift must not come into contact with any of the walls or any hand rails at any time and protective coverings must be installed to the lift walls prior to moving such furniture.

11 Parking

22. You must not park on Common Property unless you have consent from the Owners Corporation.

12 Exclusive use of mechanical carpark Stacker systems.

23. This By-law creates an Exclusive Use Right.
24. The Owners Corporation may amend or cancel an Exclusive Use Right by special resolution and only with the written consent of each Owner who has an existing exclusive use right or special privileges under this by-law.
25. The Lot Owner of each lot referred to in schedule A attached to this bylaw are hereby granted an Exclusive Use Right to use the Car Stacker for the purpose of storing and retrieving a Permitted Vehicle in the space or spaces allocated to their lot as specified in schedule A in the Car Stacker so specified in schedule A.
26. Each person with an Exclusive Use Right has the right to exclusively use the Car Stacker together with any other persons who have been granted an Exclusive Use Right. This use commences upon registration of the Strata Plan.
27. A Lot Owner that has an Exclusive Use Right to use the car stacker may allow an Occupier of that Lot to enjoy the Exclusive Use Rights of the Owner instead of the owner, provided that:
- (a) at any one time, only the Occupier of the Lot or the Owner is utilizing that right; and
 - (b) the Owner and Occupier observe their obligations under this By-law; and
 - (c) the Owner and Occupier only use that right for a Permitted Purpose.

28. Each Exclusive Use Right granted permits that person the right to use only one space at a time within the car

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Stacker unless Schedule A provides otherwise.

13 Use of Car Stacker

29. The Car Stacker is intended to operate as follows:

- (a) A user drives their car front end first onto the mechanical car stacker.
- (b) The user steps out of the vehicle and exists the module then by use of a special security key or key pad instructs the Car Stacker to park their car.
- (c) A user needs to operate the special security key pay to retrieve their car which should be returned to the entry module of the Car Stacker.

30. A person who has an Exclusive Use Right may only use the Car Stacker:

- (a) To store or retrieve a Permitted Vehicle; and
- (b) If the Owner has paid all monies payable to by the Owner to the Owners Corporation

31. An owner or occupier who has the benefit of an exclusive use right may not allow anyone else to use the car stacker except for a person who is also occupying the Owners Unit and must ensure they comply with these By-laws and any covenants or restrictions on title relating to parking or use exclusive use right.

32. For the purposes of this By-law it is the Owner of the Lot that is taken to have the Exclusive Use Right even if it is the Occupier of that is using the Exclusive use Right.

33. Each owner who has an exclusive use right to use the Car Stacker shall ensure that the car stacker is not used by any customer, supplier, employee or for any commercial purpose whatsoever.

14 Transfer and Grant of Exclusive Use Rights

34. The Owners Corporation may only transfer or assignment of an Exclusive Use right to another person only in the following circumstances:

- (a) With the Owners consent and where all relevant covenants and restrictions on title have been observed; and
- (b) Where the Owner transfers ownership of the entire Lot to a subsequent person; or
- (c) Where an Owner of a Lot with an Exclusive Use Right has agreed with another Owner of a Lot within the Building to transfer or assign that Exclusive Use Right to that other Owner.

35. An owner may not grant a right, licence, lease, sublease, let or otherwise dispose of or allow the use or enjoyment of an Exclusive Use Right otherwise than in accordance with this By-law.

36. Where an owner transfers or assigns its interest in the Lot to a subsequent person, the lot owner must also assign any Exclusive Use Right held in relation to that lot to the transferee or assignee.

37. Where a Lot has been sold or transferred to another person but an effective assignment or transfer of the exclusive use right applicable to that Lot has not been effected, then there shall be a deemed assignment of that exclusive use right to the new owner of the Lot.

38. A Owner who has an Exclusive Use Right must notify the Owner Corporation of any transfer of a Lot and shall notify the Owners Corporation of the name and address of the new owner, where after the Owners Corporation shall maintain records of these changes to Exclusive Use Rights.

39. The Owners Corporation may not grant any new Exclusive Use Rights to use the car stacker that exceed the number of spaces that are available in the car stacker taking into account Exclusive Use Rights that exist at the

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time.

40. Unless otherwise provided for in this By-law, an Owners Corporation may not limit, restrict, cancel, affect or otherwise act in a manner that devalues or affects an owners existing Exclusive use Right.

41. An owner may not transfer to assign an Exclusive Use right otherwise than in accordance with this By-law.

15 Obligations of the Owners Corporation and costs of Maintenance

42. The Owners Corporation must:

- (a) Properly maintain and keep in a good and serviceable repair the Car Stacker and any services or equipment or equipment that are required for the operation of the Car Stacker.
- (b) If and when reasonably required, renew or replace the car stacker or any part thereof which needs to be repaired or replaced.
- (c) Supply the car stacker with necessary power.
- (d) Pay for costs associated with the car stacker including fees and charges associated with the existence of the parking spaces.
- (e) Each year prepare an outline of actual costs for the previous year and an estimate of costs for the proceeding year.
- (f) All reasonable things to ensure the efficient operation of the car stacker.
- (g) Maintain any insurances required for the car stacker, including public liability insurance.

43. All costs associated with the owners corporation's obligations under clause 42 are to be met by those Lot Owners who have Exclusive Use Rights, with such costs being met proportionally, unless a Lot Owner who has an exclusive use right has caused damage to the Car Stacker because of a misuse of the car stacker, for which the Owners Corporation may levy that particular lot Owner for the damage caused or adjust the levies so raised to take into account that Lot Owners responsibility for damage or misuse.

44. Levies raised by the Owners Corporation against Lot Owners who have the benefit of an Exclusive Use Right in relation to the Car Stacker should be adjusted and levied against those Lot Owners to take into account:

- (a) The anticipated costs of complying with the obligations at clause 42;
- (b) The actual costs of complying with the obligations at clause 42;
- (c) Credits or charges for any adjustment required.

45. Owners in the Building who do not have any Exclusive Use Rights in relation to the Car Stacker, do not have to contribute to the costs of maintenance and upkeep of the Car Stacker. The costs are to be met solely by those Owners who have the benefit of an Exclusive Use Right.

46. If an Owner fails under clause 44 on time or within a reasonable time, then the Owners Corporation may not take any action of whatsoever nature in respect to the exclusive use right other than to temporarily prohibit the use of the exclusive use right by the Owner or occupier until such time as the Owner has paid those levies.

47. The Owners Corporation may recover as a debt due any levies payable under clause 44.

16 Special use right granted for Lot 1 to use designated common property on the ground floor level.

48. The proprietor of lot 1 is hereby granted a special privilege right to use the common property area as shown the attached plan and denoted by a shaded area and marked "Special privilege right for the benefit of Lot 1 as per Bylaw" and to allow its customers, employees and trade to freely pass through and occupy the common property

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area Access Corridor ("The Special Privilege Right Area").

49. The Proprietor or Occupier of Lot 1 may use the Special Privilege Right Area for the purpose of carrying on the business enterprise undertaken from time to time by the Proprietor or Occupier of Lot 1 subject to the following terms and conditions.

- a. Such use complies with any conditions of consent imposed by the Sydney City Council or any other relevant authority or law applicable to its use.
- b. The fitout and activities conducted in the Special Privilege Right Area do not interfere with the maintenance of the access corridor located on the ground floor level:
- c. The Proprietor of Lot 1 shall fully maintain and upkeep the Special Privilege Right Area at its own cost.
- d. The Proprietor of lot 1 shall arrange for the cleaning and maintenance of the Special Privilege Right Area and the common property area between the Special Privilege Right Area and Lot 1.
- e. The Proprietor of lot 1 shall maintain and upkeep the toilet facilities located on the Ground floor level of the Building which forms part of the Special Privilege Right Area.
- f. The Proprietor shall not prevent access to the Special Privilege Right Area to the Owners Corporation or any maintenance personnel.
- g. Any other conditions imposed on the Proprietor of Lot 1 as set out in this By-law.

50. For the avoidance of doubt, the Special Privilege Right is not an exclusive use right. Its purpose is to allow the Proprietor of Lot 1 to use these common areas for the purpose of carrying on the enterprise or business conducted by the owner or Occupier of Lot 1.

51. The Owners Corporation shall try to minimise disruption to the reasonable use and enjoyment of the Special Privilege Right by the Proprietor or Occupier of Lot 1.

52. The Owner and Occupier of Lot 1 shall at all times strictly maintain the common property access corridor which is shown on the plan attached to these By-laws and marked "Access Corridor", being that area between Lot 1 and the Special Privilege Right Area and extending from the Lobby area to the Ground floor stairs on ground floor. The Access Corridor may be used by the Proprietor of Lot and to conduct its business activities, but that Access Corridor shall:

- (a) be kept clear and unimpeded.
- (b) Have no tables, chairs, rubbish, furnishings, fitout, supplies, equipment or other items left, positioned or stored in the Access Corridor.
- (c) Remain accessible at all times and shall not be locked or impeded at any time.

53. The Owner of Lot 1 shall maintain public liability insurance for and in respect to its use of the Special Privilege Right Area noting the Owner's Corporation as an interested party for no less than 10 million dollars.

17 Restriction on use of common property area between the Special Privilege Right Area and lot 1

54. All Owners or Occupiers shall ensure that they and any of their visitors or invitees pass through the common property area noted on the attached plan as an Access Corridor in an orderly and quiet manner and ensure they:

- (a) Do not cause unreasonably noise or disruption.
- (b) Do not leave anything unattended in the Access Corridor
- (c) Are fully clothed in the Access Corridor
- (d) Do not allow pets to travel through the Access Corridor.
- (e) Do not smoke, drink or carry alcohol in the Access Corridor
- (f) Do not do anything which may be illegal within the Access Corridor.
- (g) Do not carry or wheel rubbish or rubbish bins through the Access Corridor during the reasonable operating hours of commercial business operations undertaken in Lot 1.

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55. The Owners Corporation shall ensure that any rubbish removal through the Access Corridor shall be conducted during the Approved Hours in accordance with clause 58.

18 Garbage

56. Owners and Occupiers must:

- (a) Ensure that their Lots and Common Property Areas are kept neat and tidy
- (b) Separate recyclable materials from other materials that are determined by the owner to be rubbish
- (c) Dispose of rubbish in accordance with any direction given by the Owners Corporation from time to time
- (d) Must drain any containers or bottles of liquid prior to disposing of them
- (e) Not dispose of rubbish down any sewer or pipe
- (f) Not store any rubbish on common property that is not approved by the owners corporation
- (g) Contact the Owners Corporation for the removal of any large articles of rubbish or other item of property or furniture that the Owner or Occupier wishes to dispose off (at the cost of the Owner or Occupier).
- (h) Not dispose of large or heavy items in the garbage chute.
- (i) Not dispose of waste in the garbage chute that cannot be compacted or may cause any damage to the garbage chute or compactor
- (j) Not dispoite of any liquids in the garbage chute
- (k) Not leave any rubbish outside the building for any reason.

19 Removal of rubbish from Garbage Compacting Room.

57. The Owners Corporation is to arrange for the regular removal or rubbish from the garbage compacting room and any other garbage holding or storage area.

58. Such rubbish removal is to occur only during Approved Hours by service providers or persons approved by the Owners Corporation to transit and carry rubbish bins unless it otherwise has to be removed outside the approved hours out of necessity.

59. The Approved Hours are between the period of 3am and 9am Monday to Friday and 3am to 10am on Saturdays and Sundays. These times may be amended by the Owners Corporation from time to time but any variation shall minimise unreasonable interfere with the owner of Lot 1's use and enjoyment of that lot and its Special Privilege Right granted by this By-law.

60. Owners and occupiers are not permitted to enter the garbage compacting room at any time unless approved by the Owners Corporation.

20 Recyclables

61. Each Owner and Occupier must separate their general rubbish from rubbish that is recyclable.

62. Each owner must place general rubbish in the garbage chute on each level and place all rubbish that is recyclable in the rubbish recycling room that is located on the ground floor level of the Building adjacent to the Foyer.

21 Fitout, Use and Operation of business activities for Lot 1

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63. The Owner of Lot 1 shall ensure that:

- (a) Before submitting any development application, it obtains the consent of the Owners Corporation for the proposed use and fitout of the lot, or where any development application or work is to be undertaken before registration of the strata plan and these by-laws, it obtains consent from the Builder.
- (b) It obtains approval from the Sydney City Council for use of the premises and fitout.
- (c) It conducts its business activities in accordance with any approved Development Consent
- (d) It does not conduct a business activity of a nature that involves the emission of loud or continuous or obnoxious noises or smells, the use of machinery or manufacturing activities.
- (e) It conducts its business with minimum disruption to other Owners or Occupiers in the Building
- (f) It does not play music after 9pm on any day of the week.
- (g) It does not conduct any business activities outside the following hours:
 - a. Monday to Thursday - 7am to 11pm; and
 - b. Friday to Saturday - 7am to 12 midnight; and
 - c. Sunday and public holidays - 10am to 10pm; and
 - d. The trading hours approved by Sydney City Council
- (h) It seeks the consent of the owners corporation before making any changes to the fitout of the Lot.
- (i) It recycles its rubbish and waste.
- (j) It keeps the ground floor toilets clean and tidy at all times.
- (k) It maintains the ground floor toilets at all times.
- (l) It does not, without the consent of the owners corporation cover or obscure any dividing wall between the common property lobby and lot 1.
- (m) It at all times keeps Lot 1 neat, clean and tidy and free from pests.
- (n) It reimburses the Owners Corporation for any expenses it incurs as a result of removing rubbish or the provision or use of services associated or resulting from the conduct of the business activities of lot 1.

64. Without limiting the matters which the Owners Corporation may have regard to, the Owners Corporation shall not consent to any proposed development Application or a proposed use of Lot 1 if it considers that application or use will or may:

- a. Be inconsistent with the character and style of the Building or result in a diminution of the value of any unit within the Property
- b. Result in the Lot being used for an inappropriate or undesirable business activity or may adversely affect the reputation or good name of the building. Without limiting this clause, such business activities that shall not be approved include massage parlours, business activities of a sexual or provocative nature, brothels, gambling, venues intended primarily for the service of alcohol, clubs, dance or party venues or pubs.
- c. Result in a conflict in or restriction of the rights of occupants and owners, including their children to traverse through and use common area properties.
- d. Result in unreasonable disturbances, offensive language or loud noises, including music after 9pm.

65. Any proposed Development Application is to address any relevant factors referred to in clause 64.

66. Lot 1 is to meet the costs of any maintenance, upkeep and cleaning costs arising from the use of Lot 1.

67. In so far as the Owners Corporation incurs any expense relating to the provision of use of services, cleaning, the removal of any waste or garbage, or any other expense whatsoever arising or relating to the operation of the business activities of Lot 1, the Proprietor of lot 1 is to pay and reimburse the Owners Corporation for those costs, expenses or disbursements incurred by the Owners Corporation. Without limiting this obligation, such costs will include:

- (a) removing or storing rubbish or waste arising from the operation of any business activity undertaken by lot 1, if not properly done by Lot 1.
- (b) Servicing, maintaining and cleaning any grease trap or other equipment that forms part of common property and is utilized by the business activities undertaken in lot 1, if not properly done by lot 1.
- (c) Cleaning and maintain the toilets on level 1, if not properly done by Lot 1.

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68. The Owners Corporation shall issue a levy each quarter against the owner of Lot 1 for any expenses incurred or any expenses that are anticipated to be incurred in respect to clause 67.

The Following are the Special By-laws registered with the scheme.**1 Payment Plan By-Law****Registration Date: 27/05/2021****1. Introduction**

1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.

1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.

2. Payment Plans

2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions...".

2.2 Clause 18 of the Regulation says a payment plan must:

- (a) be in writing;
- (b) require repayment of the outstanding contributions within 12 months; and
- (c) contain the following:
 - (i) the name of the lot owner and the title details of the lot,
 - (ii) the address for service of the lot owner,
 - (iii) the amount of the overdue contributions,
 - (iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
 - (v) the schedule of payments for the amounts owing and the period for which the plan applies,
 - (vi) the manner in which the payments are to be made,
 - (vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,
 - (viii) a statement that a further plan may be agreed to by the owners corporation by resolution,
 - (ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:

- (a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;
- (b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and
- (c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.

2.4 If the owners corporation resolves generally to enter into payment plans, then:

(a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:

- (i) comply with the Act and the Regulation;
- (ii) contain the information set out in clause 2.2(c) above; and
- (b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:
 - (i) clauses 2.2 and 2.3;
 - (ii) interest is payable in the manner and at the rate set out in the Act;
 - (iii) contributions due after the date the payment plan commences are payable on their due date;
 - (iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata

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Manager; and

(v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation

In this by-law:

3.1 Act means the Strata Schemes Management Act 2015;

3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;

3.3 lot means each and every lot in the strata scheme;

3.4 owner means the owner of the lot for the time being;

3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;

3.6 Regulation means the Strata Schemes Management Regulation 2016;

3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;

3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;

3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

2 Fire Inspection Access & Administration

Registration Date: 27/05/2021

Intention

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required.

The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

a. Definitions

The following terms are defined to mean:

'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.

'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.

'Agent' means the Strata Managing Agent for the Strata Scheme.

'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.

'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 administrative charges imposed by agent engaged by the Owners Corporation.

'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.

'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.

'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

b. Rights & Responsibilities of the Owners Corporation

i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of

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the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.

ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.

iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

c. Rights and Responsibilities of Lot Owners

i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;

a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's 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 Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (reinspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):

a. A fee of \$50 for organisation of the 2nd inspection of a Lot;

b. A fee of \$75 for organisation of the 3rd inspection of a Lot;

c. A fee of \$100 for any further inspections of a Lot.

These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).

iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).

iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:

a. Smoke alarms;

b. Heat alarms/detectors;

c. Fire door closers;

d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).

v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of \$55 upon that Lot owner.

vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By-law shall stand.

vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

d. Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners

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Corporation's appointed Accredited Fire Safety Practitioner (AFSP).

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 be issued.

3 Communication & Dispute Resolution

Registration Date: 27/05/2021

INTENTION

The intention of this By-law is to provide mechanisms for the Owners Corporation, owners, occupiers and representatives of the Owners Corporation, owners and occupiers to;

- a. Facilitate harmonious, efficient and cost-effective communication within the scheme,
- b. Prevent bullying, harassment and intimidation at the scheme as well as to regulate the communication of owners, residents and agent's servicing the scheme,
- c. Provide an efficient dispute resolution process,
- d. Allow the Owners Corporation, Strata Committee and strata managing agent the ability to suspend or cease communication with individual's that contravene the spirit of this By-law, and
- e. Allow the Owners Corporation to recover the costs for administering the provisions of this By-law.

PART 1 - DEFINITIONS & INTERPRETATION

1. In this by-law:

- a. Strata Managing Agent means the person (if any) from time to time appointed to act as strata managing agent for the Scheme.
- b. Building Manager means the person (if any) from time to time appointed to act as a Building Manager for the scheme
- c. Lot means a lot in strata scheme
- d. Occupier or Owner means the owner or occupier of a lot in the strata scheme from time to time.
- e. Owners Corporation means the owners corporation created by the registration of strata plan.
- f. Agent means a person from time to time appointed to act on behalf of a lot owner such as a property manager
- g. Representative means a person from time to time appointed to represent a lot owner such as a proxy holder or power of attorney
- h. Scheme means the strata scheme created on registration of the strata plan.
- i. Strata Committee means the Strata Committee of the Owners Corporation from time to time.
- j. Stakeholders means all Owners, Occupiers, Suppliers, Building Managers, the Strata Committee and Strata Managing Agent.

2. In this by-law a word which denotes:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015 ("the Act"); and
- d. references to legislation includes references to amending and replacing legislation.

3. Nothing contained in this by-law will operate so as to negate any statutory requirements or obligations imposed by the Act or the Strata Schemes Management Regulations 2016, as amended or replaced from time to time.

PART 2 - SCHEME COMMUNICATIONS

2.1 Owners, occupiers and agents to the scheme acknowledge that all stakeholders are entitled to live, work and reside within an environment that is free from bullying, harassment, threatening and intimidating behaviour, this includes both written communication and conduct at meetings of the Owners Corporation and Strata Committee.

Examples of bullying and harassment include but are not limited to;

- a. Direct threats or intimidation made against an Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent, whether in writing or made verbally,
- b. Excessive communication with the Strata Committee, Building Manager or Strata Managing Agent,
- c. Pressuring lot owner/s to vote in a particular manner,
- d. Commentary of a personal nature that is derogatory, disrespectful or ridicules any stakeholder or their character,

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e. Making an unsubstantiated claim against another Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent.

2.2 Harassment does not include;

a. The Owners Corporation, Strata Committee or Strata Managing Agent pursuing debt recovery pursuant to section 86 of the Act,

b. The Owners Corporation, Strata Committee or Strata Managing Agent administering and enforcing this By-law or the other By-laws for the scheme,

c. Owners, residents and agents providing constructive feedback surrounding the administration of the scheme or service providers to the scheme.

2.3 The Owners Corporation, Strata Committee, Owners, Occupiers and stakeholders must ensure that all communication is respectful and does not include anything which is discriminatory, derogative or constitutes bullying within the Scheme.

PART 3 - RIGHTS AND OBLIGATIONS OF LOT OWNERS

3.1. An owner must ensure that they, their agents, representatives, or occupants of their lot do not:

a. Do anything which is disrespectful, derogatory, discriminatory, harassing or bullying towards another Owner, Occupier, Supplier, Building Manager, the Strata Committee or the Strata Managing Agent;

b. do anything which impedes or negatively impacts the Owners Corporations ability to conduct their duties in accordance with the Act;

c. unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;

d. cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Owners Corporation;

e. make a decision that requires a resolution of the Strata Committee or the Owners Corporation in accordance with the Act; or

f. engage in any conduct in contravention of the Act.

3.2. An owner shall be liable to compensate or indemnify the Owners Corporation against any costs that may arise as a result of administering the provisions of this By-law including the costs of convening and conducting a Strata Committee meeting and any other administrative costs associated with Part 4 of this By-law.

3.3 In the event that a lot owner believes a charge imposed upon them pursuant to this By-Law has been applied unfairly, 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.

3.4 In the event the Owners Corporation rejects a request made by a lot owner pursuant to 3.3 of this By-Law, all charges imposed by this By-Law shall stand.

PART 4 - RIGHTS, POWERS AND OBLIGATIONS OF THE OWNERS CORPORATION & STRATA COMMITTEE

4.1 Any alleged breach of this By-law pursuant to Part 3 above must be determined by the Strata Committee at a properly convened meeting of the committee.

4.2 Depending on the nature and severity of the breach, where the committee has determined that a lot owner, tenant or agent acting on behalf of a lot owner has exhibited bullying, threatening or intimidating behaviour, the Strata Committee may;

a. Issue a warning letter to the individual, or

b. Suspend communication with the individual, for a period to be determined by the committee, and/or

c. Determine that the lot owner compensate the Owners Corporation for the costs of convening and conducting the Strata Committee meeting that was required to make a determination pursuant to this By-law, and/or

d. Determine that the lot owner compensate the Owners Corporation for any other administrative costs associated with administering this By-law.

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

a. The Owners Corporation shall have the power to recover all costs outlined in PART 3 and PART 4 of this By-law from a lot owner as a debt by way of a levy charged to the lot;

b. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

c. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

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d. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; and

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

PART 5 - GRIEVANCE PROCEDURE

Where an owner, resident or agent acting on behalf on an owner wishes to register a grievance with the Strata Committee or Strata Managing Agent the complainant must;

5.1. Notification

The complainant must inform the Strata Committee or Strata Managing Agent in writing of the following;

a. The nature of the dispute;

b. What outcome the complainant desires,

c. The action the complainant believes will settle the grievance,

d. Evidence that supports the complaint being made (if any),

e. Notices of a grievance under this clause should be directed to the Strata Managing Agent via email or post in the first instance or where no agent is appointed directly to the Strata Committee via the registered address for service of notices for the scheme.

5.2. Best Endeavours to Resolve Dispute

5.3. On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting to resolve the matters identified.

5.4. Where a Strata Committee meeting may be convened pursuant to this grievance procedure, it WILL NOT be subject to the provisions of Part 4 of this By-law.