

MALLESONS STEPHEN JAQUES



By-Laws for Greenbank in
Precinct 1 at Discovery Point

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By-Laws for Greenbank in Precinct 1 at Discovery Point

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By-Laws for Greenbank in Precinct 1 at Discovery Point

1 About the by-laws

1.1 Purpose of the by-laws

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

1.2 Who must comply with the by-laws?

You and the Owners Corporation must comply with the by-laws.

2 Exclusive Use By-Laws

2.1 Purpose of the Exclusive Use By-Laws

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

2.2 Interpreting this by-law

In this by-law 2, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

2.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law 2 only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

2.4 Occupiers may exercise rights

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

2.5 Regular accounts for your costs

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

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

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

2.6 Repairing damage

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

2.7 Indemnities

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

2.8 Additional Insurances

In addition to your obligations under by-law 15 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Exclusive Use By-Law.

3 Strata Management Statement

3.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Greenbank and the various components of Precinct 1. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

- (a) requirements for the use and operation of Shared Facilities including parts of the Common Property foyer, accessways in the carpark for Greenbank, garbage rooms and visitor parking spaces; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement; and
- (d) insurance requirements for you and the Owners Corporation.

3.2 Who must comply with the Strata Management Statement?

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

3.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

3.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting Greenbank and other components of Precinct 1. The Owners Corporation is a member of the Building Management Committee.

3.5 Appointing a Representative and Substitute Representative

The Executive Committee may:

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

3.6 Consents under the Strata Management Statement

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

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

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

4 About Discovery Point and the Co-operative

4.1 Precincts

When development is complete, Discovery Point will have a number of separate precincts. Most precincts will comprise a mixture of Strata Schemes and Stratum Lots. Precinct 4 will comprise a community scheme under the *Community Schemes Development Act 1989* (NSW). See the plan in schedule 4 of the Strata Management Statement.

4.2 The Co-operative

The role of the Co-operative is to manage the facilities and services in Discovery Point which it owns or has the right to use on behalf of its members.

4.3 Owners Corporation must be a member

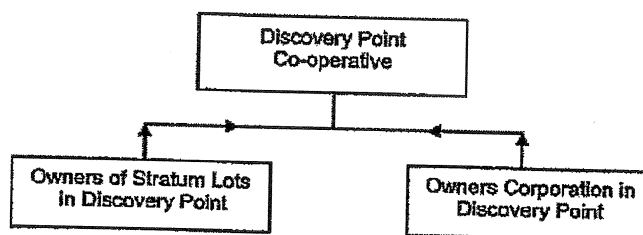
The Owners Corporation must apply for and become and remain a member of the Co-operative. The procedures for applying are in the Co-operative Rules.

4.4 Other members of the Co-operative

The other members of the Co-operative are the owners corporations and stratum lot owners in Discovery Point.

4.5 Summary of Co-operative management structure

In summary, the management structure for the Co-operative looks like this:



4.6 Co-operative Rules - inconsistency

The Co-operative Rules contain the rights and obligations of its members. If there is an inconsistency between the Co-operative Rules and the by-laws:

- (a) the Co-operative Rules prevail to the extent of any inconsistency; and
- (b) the Owners Corporation must amend the inconsistent by-law to make it consistent with the Co-operative Rules.

4.7 Owners Corporation to comply with Co-operative Rules

The Owners Corporation must comply with the Co-operative Rules and the directions of the Co-operative, including but not limited to the obligations to contribute to the administrative fund and sinking fund of the Co-operative.

5 Your behaviour and responsibility for others

5.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in Greenbank which is illegal; or

- (f) do anything which might damage the good reputation of the Owners Corporation or Greenbank.

5.2 No parking on Common Property

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

5.3 Garbage storage and removal

Your rights and obligations regarding the storage and disposal of garbage and recyclable materials are in the Strata Management Statement.

5.4 Erecting signs

Under the Architectural Code, you and the Owners Corporation are not permitted to erect any signs in Greenbank. This includes "For Sale" and "For Lease" signs.

5.5 Fire control

Your obligations and fire control and keeping flammable materials in your Apartment are in the Strata Management Statement.

5.6 Complying with the law

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

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

The things with which you must comply include planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies and the Easements.

5.7 You are responsible for others

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- (b) make your visitors leave Greenbank if they do not comply with the by-laws or the Strata Management Statement; and
- (c) take reasonable care about who you invite into Greenbank or Precinct 1; and
- (d) accompany your visitors at all times, except when they are entering or leaving Greenbank or Precinct 1.

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

5.8 Requirements if you lease your Apartment

If you lease your Apartment, you must:

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

6 What are your obligations for your Apartment?

6.1 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
- (d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums.

6.2 Architectural Code

The Architectural Code for Precinct 1 is in the Strata Management Statement. It applies to your Apartment and to Greenbank generally. You must comply with the Architectural Code and obtain all necessary consents under the Architectural Code before you carry out any works in your Apartment. Your obligations under the Architectural Code apply in addition to your obligations under the by-laws.

6.3 Some examples of when you will need consent under the Architectural Code

You must have consent from the Building Management Committee under the Architectural Code if you propose to:

- (a) carry out Building Works which will affect Shared Facilities or the external appearance of Greenbank; or
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Greenbank; or
- (c) install an intruder alarm with an audible signal.

This is not a definitive list of when you will need to obtain consent from the Building Management Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

6.4 When will you need consent from the Owners Corporation?

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

- (a) carry out Building Works; or
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of Greenbank; or
- (c) attach or hang an aerial or wires outside your Apartment or Greenbank.

6.5 The Balcony of your Apartment

Keeping outdoor furniture, landscaping, lighting and other items on the Balcony of your Apartment is regulated by the Architectural Code.

6.6 Floor coverings

If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.7 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.8 Window treatments

Under the Architectural Code, you must have consent from the Building Management Committee to place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Apartment.

6.9 Window coverings

Under the Architectural Code:

- (a) you may install curtains, blinds, louvres, shutters or other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment which is white or off-white; and
- (b) you must have consent from the Building Management Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in by-law 6.9(a).

6.10 Sun shades

Under the Architectural Code, you must have consent from the Building Management Committee to install a sun shade, sun blind, awning or other sun shading device in your Apartment or on Common Property.

6.11 Cleaning windows

Subject to by-law 6.12 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.12 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Greenbank. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.11 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

6.13 Drying your laundry

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

6.14 Security devices, screens and doors

The installation of security devices, security screens and security doors is regulated under the Architectural Code. You must obtain all necessary consents under the Architectural Code before you install a security device, screen or door.

6.15 Barbecues

Your rights and obligations when you operate barbecues in your Apartment are in the Architectural Code.

6.16 Storage

You must not store anything which is flammable, toxic, combustible, volatile, dangerous or other items prohibited by law in that part of your Apartment comprising a storage unit or a carspace in the basement carpark.

6.17 Rights of the Owners Corporation to enter your Apartment

In addition to its rights under by-law 21 ("Failure to comply with by-laws"), the Owners Corporation has the right to enter your Apartment to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

6.18 Rights of the Building Management Committee to enter your Apartment

The Owners Corporation authorises the Building Management Committee to exercise its right to enter your Apartment to operate, inspect, test, use, maintain, repair or replace those items of Common Property in your Apartment (or which are accessible through your Apartment) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises this right are in the Strata Management Statement.

7 Keeping an animal

7.1 What animals may you keep?

Subject to this by-law 7, you may keep:

- (a) goldfish or other similar fish in an indoor aquarium;
- (b) canaries, budgerigars or similar birds kept indoors at all times;
- (c) one domestic cat or one small or medium size dog; and
- (d) a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

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

7.2 Dogs

The Owners Corporation will not give you consent to keep:

- (a) a large size dog;
- (b) a dog that is vicious, aggressive, noisy or difficult to control;
- (c) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (d) a dangerous or nuisance dog under the *Companion Animals Act 1998* (NSW).

7.3 Controlling your animal

Subject to by-law 7.4 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:

- (a) another Apartment;
- (b) Common Property; or
- (c) any part of Precinct 1 or Discovery Point.

7.4 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of Precinct 1 or Discovery Point (eg to transport it out of Precinct 1 or Discovery Point), you must restrain it (eg by leash or pet cage) and control it at all times.

7.5 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal.

7.6 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you breach a condition made by the Community Association when it gave you consent to keep the animal;
- (c) your dog is a dangerous or nuisance dog under the *Companion Animals Act 1998* (NSW); or
- (d) your dog is not registered under the *Companion Animals Act 1998* (NSW).

7.7 Responsibility for animal

You are responsible:

- (a) to other Owners and Occupiers and people using Common Property or other parts of Precinct 1 or Discovery Point for:
 - (i) any noise your animal makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and
 - (iii) cleaning up after your animal.

7.8 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

- (a) another Apartment;
- (b) Common Property;
- (c) any other part of Precinct 1 or Discovery Point,

after a warning has been given to you by the Owners Corporation.

7.9 Non-compliance with Notice

In addition to its powers under the Management Act, the Owners Corporation has the power to order you to remove your animal from Greenbank, Precinct 1 or Discovery Point if you fail to comply with the notice.

7.10 Your visitors

You must not allow a visitor to bring an animal into Greenbank or Precinct 1 unless:

- (a) the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability;
- (b) it is a type of animal permitted according to by-law 16.2 ("What animals may you keep") and the animal is kept under your control and supervision..

8 Moving in and making deliveries

8.1 Moving in

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

8.2 What are your obligations?

When you take deliveries or move furniture or goods through Greenbank, you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and
- (b) repair any damage you (or the person making the delivery) cause to Common Property; and

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

8.3 Role of the Caretaker

The Owners Corporation may appoint the Caretaker to assist it to perform its functions under this by-law 8. If this happens, you must:

- (a) make arrangements with the Caretaker when you move in or out of Greenbank; and
- (b) comply with the reasonable requirements of the Caretaker when you take deliveries or move furniture or goods through Greenbank.

8.4 Strata Management Statement

Under the Strata Management Statement, when you move in or out of Greenbank, you must do so from Brodie Spark Drive. There are no loading bays in Precinct 1.

9 Carrying out Building Works

9.1 When do you need consent?

Subject to this by-law 9, you must have consent from the Owners Corporation to carry out Building Works. The Architectural Code also regulates Building Works which affect Common Property, Shared Facilities and the external appearance of Greenbank. In addition to your obligations under this by-law 9, you must obtain all necessary consents under the Architectural Code before you carry out Building Works.

9.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law 9 to:

- (a) alter or remove an Inter-Tenancy Wall according to by-law 10 ("Inter-Tenancy Walls"); or
- (b) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However, you must comply with by-laws 9.3 ("Procedures before you carry out Building Works") to 9.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

9.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and

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

9.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

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

9.5 Making arrangements with the Owners Corporation

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

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

10 Inter-Tenancy Walls

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

Subject to this by-law 10, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Apartments separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Apartment; and

- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer acceptable to the Owners Corporation (acting reasonably) certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
- (d) you comply with the procedures in this by-law 10.

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

10.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 10.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

10.3 What are the conditions for carrying out the work?

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

- (a) carry out the work in the method certified by the structural engineer under by-law 10.1 ("When may you alter or remove an Inter-Tenancy Wall?"); and
- (b) if appropriate, comply with the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (c) comply with by-laws 9.3 ("Procedures before you carry out Building Works") to 9.5 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

11 Exclusive use of Airconditioning Plant and Equipment

11.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of each Apartment. By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-Law.

11.2 Exclusive use and special privilege rights

The Owner of each Apartment has:

- (a) exclusive use of the Airconditioning Plant and Equipment which exclusively services their Apartment; and
- (b) the special privilege to connect to and use the Airconditioning Plant and Equipment which exclusively service their Apartment and is located on the Common Property roof of Greenbank in the area designated for their Apartment by a sign or panel on the roof; and
- (c) the special privilege to connect to and use Airconditioning Services.

11.3 Interpreting this by-law

In this Exclusive Use By-Law, "you" means the Owners of each Apartment.

11.4 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace Airconditioning Services which are not for the exclusive use of an Apartment.

11.5 What are your obligations?

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and
- (b) regularly clean and, where necessary, replace any filters for Airconditioning Plant and Equipment for your Apartment; and
- (c) use contractors approved by the Owners Corporation to maintain, repair and replace Airconditioning Plant and Equipment exclusively servicing your Apartment; and
- (d) comply with the requirements of Government Agencies about Airconditioning Plant and Equipment.

11.6 Paying for Airconditioning Services

You must contribute towards the costs of the Owners Corporation under this Exclusive Use By-Law in shares proportional to the unit entitlement of your Apartment.

12 Agreement with the Caretaker

12.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Caretaker to provide management and operational services for Greenbank and for Precinct 1 generally. The Owners Corporation may exercise its power under this by-law 12 in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

12.2 Delegation of functions

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

12.3 Terms of an agreement

If the Owners Corporation (in its own right) enters into an agreement with a Caretaker:

- (a) the term of the agreement may be for any term permitted by law; and
- (b) the remuneration of the Caretaker under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

12.4 What provisions must be included in an agreement?

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

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

12.5 Duties of the Caretaker

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

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising Greenbank generally; and

- (i) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Greenbank.

12.6 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

13 Licences

13.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property (but not Shared Facilities or Co-operative Property). The Owners Corporation may exercise its powers under this by-law 13 only by ordinary resolution at a general meeting.

13.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law 13 may include provisions about:

- (a) payments under the licence; and
- (b) the term of the licence; and
- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

14 Common Property, Shared Facilities and Co-operative Property

14.1 Common Property and Shared Facilities

Some items of Common Property are designated in the Strata Management Statement as Shared Facilities. The Owners Corporation authorises the Building Management Committee to perform its functions and exercise its rights under the Strata Management Statement in respect of Common Property. The Owners Corporation may also appoint the Co-operative as its agent to perform its functions and exercise its rights under the Easements (apart from those functions which may only be delegated to a licensed managing agent under the Management Act).

14.2 Easements

A number of Easements burden Common Property or otherwise impose obligations on the Owners Corporation. In particular, various Easements burden Common Property in favour of Co-operative Property and other land within Discovery Point. You and the Owners Corporation:

- (a) must comply with your obligations under those Easements, including but not limited to:
 - (i) the obligation to pay costs under the Easements; and
 - (ii) the obligation on the Owners Corporation to prepare budgets in accordance with any reports prepared by a quantity surveyor or engineer with the appropriate qualifications provided to the Owners Corporation by the Co-operative; and
- (b) if you are an Owner or Occupier, you must not do anything which amounts to a breach or non-compliance by the Owners Corporation of its obligations under the Easements; and
- (c) must not do anything to prevent the Co-operative and its members and any other benefited parties or authorities from exercising their rights in respect of Common Property or generally under the Easements.

In addition, a number of easements, restrictions and covenants apply to Co-operative Property. The Owners Corporation must comply with its obligations under those easements, restrictions and covenants as a member of the Co-operative. Owners and Occupiers must not do anything which amounts to a breach or non-compliance by the Owners Corporation of its obligations under those easements, covenants and restrictions.

14.3 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Greenbank on your behalf.

14.4 When will you need consent from the Owners Corporation?

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

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or

- (c) interfere with the operation of Common Property equipment.

14.5 Cleaning of graffiti

The Owners Corporation must remove any graffiti from the Common Property façade of Greenbank which is visible from a public place.

15 Insurance premiums

15.1 Consent from the Owners Corporation

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

15.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law 15, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

15.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

16 Security at Greenbank

16.1 Strata Management Statement and restrictions on the rights of the Owners Corporation

The Strata Management Statement regulates security and the provision of Security Keys for Greenbank and Precinct 1 generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law 16 are subject to the Strata Management Statement. In particular, the Owners Corporation must not do anything that would restrict access to:

- (a) the Carpark Accessway; or
- (b) the Residential Foyers or Lifts; or
- (c) other Shared Facilities which owners and occupiers in Precinct 1 are entitled to use under the Strata Management Statement.

16.2 Rights of Owners Corporation in relation to security for Common Property the subject of Easements

The Owners Corporation cannot lock or secure access to any part of Common Property which is the subject of Easements unless it is entitled to do so under the Easements or the Co-operative Rules. The rights and obligations of the

Owners Corporation, Owners and Occupiers in this by-law 16 are subject to the Easements and the Co-operative Rules.

16.3 Obligations of the Owners Corporation

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

16.4 Installation of security equipment

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

16.5 Restricting access to Common Property

Subject to this by-law 16, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- (b) restrict by Security Key your access to levels in Greenbank where you do not own or occupy an Apartment or have access to according to an Exclusive Use By-Law; and
- (c) charge you a fee or bond if you request additional or replacement Security Keys; and
- (d) allow security personnel employed or contracted by the Owners Corporation, the Building Management Committee or the Co-operative to use part of Common Property to operate or monitor security of Greenbank and Precinct 1.

16.6 Providing Owners and Occupiers with Security Keys

If the Owners Corporation exercises its rights under by-law 16.5 ("Restricting access to Common Property"), it may provide you with a Security Key for the relevant part of Common Property. The obligations of the Building Management Committee to provide Security Keys for Shared Facilities are in the Strata Management Statement.

16.7 Managing the Security Key system for Common Property

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property; and
- (b) require you to promptly return Security Keys it issues to you to the Owners Corporation to be re-coded.

16.8 What are your obligations?

You must comply with your obligations in:

- (a) the Strata Management Statement about Security Keys for Shared Facilities; and

- (b) the Co-operative Rules in regard to Security Keys for Co-operative Property;
- (c) the Easements in regard to Security Keys for any part of Common Property which is subject to Easements.

In regard to Security Keys issued by the Owners Corporation according to this by-law 16, you must:

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

16.9 Closing doors

You must take reasonable care to make sure that fire and security doors in Precinct 1 are locked or closed when they are not being used.

16.10 Procedures if you lease your Apartment

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

16.11 Some prohibitions

You must not:

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

17 Swimming Pool and Gym

17.1 Who can use the Swimming Pool and Gym?

The Swimming Pool and Gym are Common Property available for use by Owners and Occupiers of Apartments. The Swimming Pool and Gym are also subject to Easements in favour of residential owners within parts of Discovery Point. The provisions of the Easements apply in addition to these by-laws.

17.2 Requirements for use

If you use the Swimming Pool and Gym, you:

- (a) must use the Swimming Pool and Gym only during the hours nominated by the Owners Corporation; and
- (b) must be adequately clothed when you use the Swimming Pool and Gym; and
- (c) must wipe down gym equipment and leave it clean and tidy after you have finished using it; and
- (d) must ensure that an adult exercising effective control accompanies children under 12 who are in your care when the children use or are in the Swimming Pool and Gym; and
- (e) may allow your visitors to use the Swimming Pool and Gym providing that you accompany them at all times.

17.3 Some prohibitions

If you use the Swimming Pool and Gym, you must not:

- (a) bring glasses (eg drinking glasses) or sharp objects into the Swimming Pool or Gym; or
- (b) do anything that is or might be dangerous when you are in the Swimming Pool or Gym or using the equipment in the Swimming Pool or Gym; or
- (c) make noise or behave in a manner that might or does interfere with the use and enjoyment of the Swimming Pool or Gym by other Owners and Occupiers; or
- (d) bring food or drink into the Swimming Pool or Gym (other than non-alcoholic drinks in plastic containers); or
- (e) hold parties or other functions (eg gym classes) in the Swimming Pool or Gym without consent from the Owners Corporation.

17.4 Obligations of the Owners Corporation

The Owners Corporation must maintain the Swimming Pool and Gym and comply with all laws and requirements of Council and Government Agencies about the Swimming Pool and Gym, including but not limited to rules and regulations regarding safety and maintenance.

18 Bicycle Parking

18.1 Use

Bicycle Parking is available for use by Owners, Occupiers and their invitees.

18.2 Requirements

When you use the Bicycle Parking, you may lock or secure your bicycle provided that you do not permanently secure a locking or security device to any part of the Bicycle Parking.

18.3 Owner Corporation not responsible

The Owners Corporation is not responsible for the safety or security of your bicycle when you use the Bicycle Parking.

19 Rules

19.1 Powers of the Owners Corporation

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

19.2 Changing Rules

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

19.3 What are your obligations?

You must comply with the Rules.

19.4 What if a Rule is inconsistent with the by-laws?

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

19.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

19.6 What if a rule is inconsistent with the Co-operative Rules?

If a Rule is inconsistent with the Co-operative Rules, the Co-operative Rules prevail to the extent of the inconsistency.

19.7 What if a rule is inconsistent with the Easements?

If a Rule is inconsistent with the Easements, the Easements prevail to the extent of the inconsistency.

20 How are consents given?

20.1 Who may give consent?

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

20.2 Conditions

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

20.3 Can consent be revoked?

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

21 Failure to comply with by-laws

21.1 What can the Owners Corporation do?

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

21.2 Procedures

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

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

21.3 Recovering money

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

22 Applications and complaints

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

23 Interpretation

23.1 Definitions

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

Airconditioning Plant and Equipment means air handling units and equipment, condensers, fan units, cables, conduits, pipes, wires and ducts which are located on Common Property and exclusively service an Apartment, including by supplying airconditioning and reticulated refrigerant for airconditioning.

Airconditioning Services include all supply air, ducts, plenums, fire dampers and associated support systems.

Apartment means a lot in Greenbank.

Architectural Code means the architectural code for Precinct 1 in the Strata Management Statement.

Balcony means a balcony and a terrace in an Apartment.

Building Management Committee means the building management committee for Precinct 1 established according to the Development Act and the Strata Management Statement.

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

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or
- (b) the structure of your Apartment; or
- (c) the internal walls inside your Apartment (eg a wall dividing two rooms in your Apartment); or
- (d) Common Property services; or
- (e) services in Greenbank, whether or not they are for the exclusive use of your Apartment.

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

Caretaker means the building manager appointed by the Owners Corporation according to by-law 12 ("Agreement with the Caretaker").

Carpark Accessway has the same meaning that it does in the Strata Management Statement.

Common Property means Common Property in Greenbank and personal property of the Owners Corporation.

Co-operative means Discovery Point Co-operative Limited.

Co-operative Property means:

- (a) land and improvements owned by the Co-operative; and
- (b) land and improvements which the Co-operative has the right to use, manage or control under Easements or the Co-operative Rules.

Co-operative Rules means the rules of the Co-operative.

Developer means Discovery Point No. 1 Pty Limited, Discovery Point No. 2 Pty Limited, Discovery Point No. 3A Pty Limited, Discovery Point No. 3B Pty Limited, Discovery Point No. 4 Pty Limited, Discovery Point No. 5 Pty Limited, Discovery Point No. 6 Pty Limited, Discovery Point No. 7A Pty Limited, Discovery Point No. 7B Pty Limited, Discovery Point No. 8 Pty Limited, Discovery Point No. 9A Pty Limited, Discovery Point No. 9B Pty Limited and Discovery Point No. 10 Pty Limited.

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

Discovery Point means the land and improvements comprised in Precinct 1, Precinct 2, Precinct 3 and Precinct 4.

Easements means any easements, restrictions on use and positive covenants benefiting or burdening any part of Greenbank or Precinct 1.

Executive Committee means the executive committee of the Owners Corporation.

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

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

Greenbank means strata plan no. 75774.

Gym means the Common Property gym and change rooms adjacent to the gym located on level 1 of Greenbank.

Inter-Tenancy Wall means a Common Property wall between two Apartments.

Lift has the same meaning that it does in the Strata Management Statement.

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

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

Owner means:

- (a) the owner for the time being of an Apartment; and
- (b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
- (c) for an Exclusive Use By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and
- (d) a mortgagee in possession of an Apartment.

Owners Corporation means The Owners - Strata Plan No. 75774.

Precinct 1 means the land and improvements comprised in Greenbank and lot 101 in DP1084509 (including any strata scheme into which that lot is subdivided).

Precinct 2 means the land and improvements comprised in lot 11 in DP1062413 (and any lots and Strata Schemes into which they are subdivided).

Precinct 3 means the land and improvements comprised in lot 12 in DP1062413 (and any lots and Strata Schemes into which they are subdivided).

Precinct 4 means the land and improvements comprised in lot 13 in DP1062413 (and any lots and Strata Schemes into which they are subdivided).

Representative means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.

Residential Foyer has the same meaning that it does in the Strata Management Statement.

Rules mean Rules made by the Owners Corporation according to by-law 19 ("Rules").

Security Keys means a key, magnetic card or other device or information used in Greenbank to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Strata Management Statement means the strata management statement for Precinct 1.

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

Substitute Representative means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if its Representative cannot attend.

Swimming Pool means the Common Property swimming pool located on level 1 of Greenbank.

23.2 (References to certain terms)

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

- (a) words that this by-law 23 does not explain have the same meaning as they do in the Management Act; and
- (b) the word "you" means an Owner or Occupier; and
- (c) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Greenbank; and
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) the singular includes the plural and vice versa; and
- (i) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

23.3 Headings

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

23.4 Severability

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

23.5 Remedies cumulative

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