



AN66954N

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property CP/SP 89440
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(B) **LODGED BY**

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any DYNAMIC PROPERTY SERVICES DX 11643 SYDNEY DOWNTOWN	CODE CH
	Reference: Lisa Branson Ph: 02 9267 6334	

- (C) The Owners-Strata Plan No. 89440 certify that a special resolution was passed on 13/12/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. See below
 Added by-law No. See below
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

Repeal: By-laws 1, 2, 4, 7, 15, 18, 19, 20, 21, 24, 31, 34, 35, 36
& Schedule 1 - Architectural Code

Add: By-laws 1, 2, 4, 7, 15, 18, 19, 20, 21, 24, 31, 34, 35, 36, 37, 38, 39, 40, 41, 42
See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 89440 was affixed on 23/1/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: Lisa Branson

Authority: Duly Authorised Officer

Signature: _____

Name: _____

Authority: _____

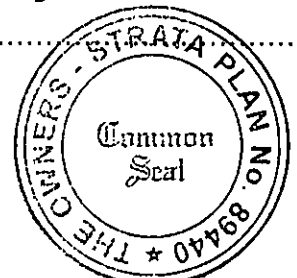


ANNEXURE A

STRATA PLAN 89440

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By-law 1. - Definitions and interpretation

1.1 Statutory definitions

In this document a word or expression has the meaning given to it in the Strata Schemes Management Act 2015 (NSW) if it is:

- (a) defined in that act; and
- (b) used but not defined in this document.

1.2 Further definitions

In this document, unless the context clearly indicates otherwise:

Act means the Strata Schemes Management Act 2015 (NSW);

Advertising means any sign, placard, banner, notice or other marketing material;

Affected Lot has the meaning given to it in by-law 32;

Air Conditioning System means air conditioning plant and associated pipes, wires, cables and ducts installed at any time;

Architectural Code means the Architectural Code which is By Law 37 to this document;

Authority means any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the Council;

Balcony includes a courtyard or terrace;

Building means a building containing a lot or proposed lot, or part of a lot or proposed lot, in the scheme or proposed scheme;

Building Management Agreement has the meaning given to it in **by-law 14**;

Building Manager has the meaning given to it in **by-law 14**;

By-Laws means the by-laws in force for the strata scheme;

Car Parking Space has the meaning given to it in **by-law 30**;

Common Property means the common property has the same meaning as it has in the Strata Schemes Development Act 2015.

Community Association means Community Association DP No. 270814;

Community Land Management Act means the *Community Land Management Act 1989* (NSW);

Community Management Statement means the community management statement registered with the Community Plan;

Community Parcel means the land the subject of the Community Plan;

Community Plan means DP 270814;

Community Property means lot 1 in the Community Plan;

Community Scheme has the same meaning as it has in the Community Land Development Act 1989;



Council means City of Ryde Council;

Emergency Committee has the meaning given to it in **by-law 23**;

External Flooring means any timber decking, tiling, grass, pebbles or other surface flooring in a Lot, whether on a terrace, courtyard, loggia or balcony, that is installed over a membrane covered concrete floor that is Common Property;

External Screening Device means any louvre shutter or awning attached to the Building, whether operated manually or otherwise;

Invitee means any person on the Strata Parcel with the express or implied consent of the Owner or Occupier;

Lot has the same meaning as it has in the *Strata Schemes Development Act 2015*;

Mechanical Ventilation System means mechanical ventilation plant and associated pipes, wires, cables and ducts installed at any time;

Occupation Certificate means an occupation certificate under the *Environmental Planning and Assessment Act 1979*

Occupier means a person in lawful occupation of a Lot;

Original Owner means the person who held the fee simple in the parcel the subject of that scheme when the Strata Plan was registered;

Owner means:

(a) except as provided by paragraph (b) or (c), each person for the time being recorded in the Register as entitled to an estate in fee simple in a Lot;

(b) except as provided by paragraph (c), each person whose name is entered on the strata roll in accordance with section 178 of the Act as being entitled to an estate in fee simple in a Lot; or

(c) each person who is taken by section 43 (1) of the *Strata Schemes Development Act 2015* to be the owner of a Lot.

Owners Corporation means the Owners Corporation constituted under section 8 of the Act for the Strata Scheme.

Recycling Room means a bin designated as such and located in a Refuse Room.

Refurbish includes but is not limited to any of the following:

(a) the treatment of Common Property by repairing, painting, staining or polishing, as applicable or otherwise;

(b) the replacement of any floor covering in Common Property, including carpet and floor tiles which are considered in need of replacement; and

(c) the replacement of loose furnishings and chattels which are considered in need of replacement;

Refuse Room means the refuse rooms contained in the Common Areas which contain Garbage and Recycling Bins;

Representative means, as the context requires a natural person appointed by the Owners Corporation to be the Owners Corporation's representative at meetings of the Community Association;

Rules has the meaning given to it in **by-law 13**;

Security and Insect Screens means the following devices:

- (a) security screens;
- (b) security grills;
- (c) flyscreens;
- (d) insect screens; and
- (e) insect grills.

and

(f) the frames of the above devices must be the same as the frames of the existing windows or doors as at the registration of this by-law, namely Dulux Duratec powder coating of Eternity Titanium Pearl Satin colour (Produce Code: 90087728);
and

(g) with only black mesh or black mesh with minimum black horizontal supporting rails.

Security Key in relation to Common Property, has the meaning given to it in the Community Management Statement;

Selling and Leasing Activities means the activities relating to the sale, including sale by auction, and leasing of Lots;

Storage Space has the meaning given to it in **by-law 31**;

Strata Manager means a strata managing agent appointed under the Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation;

Strata Parcel means the land the subject of the Strata Scheme;

Strata Plan means the strata plan with which this document is registered;

Strata Scheme means the strata scheme created on registration of the Strata Plan; and

Wardens has the meaning given to it in **by-law 23**.

1.3 Interpretation

In this document, unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (b) including is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) the word vary means add to, delete from or cancel;
- (e) maintain and maintain in good condition includes keep clean and tidy, repair as necessary and replace as necessary;

(f) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this document;

(g) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(h) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;

(i) a reference to a company includes its successors and permitted assigns;

(j) a reference to a document is a reference to a document of any kind, including a plan;

(k) where this document refers to a body or Authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or Authority having substantially the same objects as the named body or Authority;

(l) a reference to any legislation or legislative provision includes any statutory modification or substitution of that legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;

(m) a reference to a time is to that time in Sydney;

(n) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(o) a requirement to do any thing in this document includes a requirement to cause that thing to be done;

(p) a word that is derived from a defined word has a corresponding meaning;

(q) the singular includes the plural and vice-versa; and

(r) words importing one gender include all other genders.

1.4 Headings and Table of Contents

By-law headings and the Table of Contents are inserted for convenience and do not affect the interpretation of these by-laws.

1.5 Notices

Any notice, demand, approval, request or other communication under this document must be in writing.

1.6 Consents by the Owners Corporation

(a) Consent to an Owner or Occupier by the Owners Corporation may be given on conditions, and those conditions must be complied with by the Owner or Occupier receiving the consent.

(b) The Owners Corporation may in the exercise of its absolute discretion revoke a consent it has given if such revocation is practicable.

1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager, or if there is no Strata Manager, the secretary of the Owners Corporation.

By-law 2 - The community association and the community management statement

(a) The Community Association is the primary management body for the Community Scheme.

(b) The Community Association manages the Community Scheme according to the DP270814 Community Management Statement.

(c) The Community Association, the Owners Corporation in the Community Scheme and the owners and occupiers of lots in the Community Scheme are required to comply with the Community Management Statement.

(d) Nothing in these by-laws entitles the Owners Corporation, an Owner or an Occupier not to comply with the Community Management Statement.

(e) An Owner or Occupier must not do anything that would cause the Owners Corporation not to comply with the Community Management Statement.

(f) If a by-law or a part of a by-law in this document is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of any such inconsistency.

(g) The Owners Corporation has the power to and must appoint a Representative to attend meetings of the Community Association.

By-law 3 - Lawns and plants on common property

An Owner or Occupier must not, except with the prior approval of the Owners Corporation remove or undertake any activity which results in or would result in damage to any lawn, garden tree, shrub, plant or flower on Common Property.

By-law 4 - Damage to common property

(a) An Owner or person authorized by an Owner may install:

(i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(ii) any screen or other device to prevent entry of animals or insects into the Owner's Lot, provided that any screen installed is consistent and compatible with the framing device of the relevant window;

(iii) any structure or device to prevent harm to children; or

(iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.

(b) Any locking or other safety device, screen, structure or device referred to in **by-law 4(a)** must:

(i) be approved by the Community Association if its approval is required under the Community Management Statement;

(ii) comply with any guidelines and aesthetic standards prescribed by the Community Association or the Owners Corporation from time to time in connection with its appearance and installation, if applicable;

(iii) be installed in a competent and proper manner;

(iv) in the case of a deadlock, be installed by an authorised locksmith and comply with minimum requirements from time to time of any relevant Authority and be approved by the fire systems certifier appointed by the Owners Corporation; and

(v) have an appearance after it has been installed in keeping with the appearance of the rest of the Building.

(c) Despite section 106 of the Act, the Owner of a Lot must:

(i) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in **by-law 4(a)** that forms part of Common Property and that services that Lot; and

(ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in **by-law 4(a)** that forms part of Common Property and that services that Lot.

(d) The operation of this **by-law 4** is subject to specific rights under any other by-law.

By-law 5 - Owners and occupiers are responsible for others

(a) An Owner or Occupier must take all reasonable steps to ensure that any person on the Strata Parcel with their express or implied consent:

(i) complies with the Community Management Statement, these by-laws and any applicable Rules;

(ii) leaves the Strata Parcel if they do not comply as required by **by-law 5(a)(i)**; and

(iii) does not do anything an Owner or Occupier are not themselves entitled to do under the Community Management Statement, these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on Common Property.

(b) If an Owner or Occupier leases or licences their Lot, or part of their Lot, the Owner or Occupier must:

(i) give their tenant or licensee a copy of the Community Management Statement, these by-laws and any applicable Rules;

(ii) take reasonable steps to ensure the tenant or licensee and their visitors comply as required by **by-law 5(a)(i)** or leave the Strata Parcel; and

(iii) take all action reasonably available to them, including action under the lease or licence agreement, to ensure the tenant or licensee and their visitors comply with as required by **by-law 5(a)(i)** or leave the Strata Parcel.

(c) An Owner or Occupier must accompany its invitees whilst in the Building at all times other than when those invitees are entering or leaving the Building.

By-law 6 - Appearance of lot

(a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

(b) Any window covering or glass door covering must comply with the Architectural Code.

By-law 7 - Use of lot

- (a) An Owner or Occupier must ensure the Lot is not used for any purpose that is prohibited by law or is inconsistent with the Building's Occupation Certificate.
- (b) An Owner or Occupier must not use the Lot for any purpose that may cause a nuisance or hazard or for any immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.
- (c) Consistent with the Community Management Statement, no business or trading activities shall be carried out on any Lot or on the Community Property.
- (d) An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot. Without limiting this clause, the following changes of use must be notified:
- (i) A change that may affect the insurance premiums for the Strata Scheme;
 - (ii) A change to the use of a Lot for holiday letting or for renting / leasing for a period of 3 months or less;
- (e) The notice referred to in (d) above must be given in writing at least 60 days before the change occurs or a lease or sublease commences.

By-law 8 - Hanging out of washing

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of a Lot or the Strata Parcel in such a way as to be visible from outside the Buildings unless approved by the Owners Corporation.

By-law 9 - Carrying out minor work on common property

- (a) An Owner or an Occupier (with the Owner's prior approval), may do minor building work or make minor alterations to the interior of Common Property enclosing the Lot (for example, attach anything to Common Property or put nails or screws into Common Property walls) which has no material adverse effect on Common Property.
- (b) An Owner must not remove or alter any structural wall, except with the prior approval of the Owners Corporation and in compliance with the Act.
- (c) An Owner or Occupier must not affix any lattice or grille to any part of the Owner's Lot that is visible from outside that Lot without the prior approval of the Community Association and the Owners Corporation.

By-law 10 - Refurbishment of common property

In addition to its powers under the Act and under other by-laws, the Owners Corporation has the power to Refurbish Common Property.

By-law 11 - Air conditioning system

The Owner of a Lot, where an Air Conditioning System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Air Conditioning System on the following conditions:

- (a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 11** and the use of the Air Conditioning System;

- (b) the Owner complies with all requirements of any Authority in connection with the Air Conditioning System;
- (c) the Owner is responsible for the running costs of the Air Conditioning System;
- (d) subject to clause 11(f)(i), the Owner maintains and keeps the Air Conditioning System (including the fan coil unit which is located within the Lot and the compressor, which is located on the roof) in good and serviceable repair;
- (e) the Owner is responsible for the renewal or replacement of the Air Conditioning System, if necessary; and
- (f) the Owners Corporation is to:
 - (i) be responsible for the maintenance of, and keeping in a state of good and serviceable repair all pipes, wires, cables, ducts and related components which are located within the Common Property; and
 - (ii) continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Air Conditioning System.

By-law 12 - Mechanical ventilation system

The Owner of a Lot where a Mechanical Ventilation System exclusively servicing the Lot is partly in the Lot and partly in Common Property or is wholly in Common Property, has the right of exclusive use and enjoyment of and a special privilege in respect of that Mechanical Ventilation System on the following conditions:

- (a) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this **by-law 12** and the use of the Mechanical Ventilation System;
- (b) the Owner complies with all requirements of any Authority in connection with the Mechanical Ventilation System;
- (c) the Owner is responsible for the running costs of the Mechanical Ventilation System;
- (d) the Owner maintains and keeps the Mechanical Ventilation System in good and serviceable repair;
- (e) the Owner is responsible for the renewal or replacement of the Mechanical Ventilation System, if necessary; and
- (f) the Owners Corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Common Property contiguous to the Mechanical Ventilation System.

By-law 13 - Rules

- (a) The Owners Corporation may make rules about the control of, access to and use and management of the Strata Parcel and Common Property or a part of it and the Owner or Occupier of a Lot must comply with any such Rules at all times (Rules).
- (b) The Owners Corporation may vary Rules at any time.



(c) If a Rule is inconsistent with the Act, the Community Land Management Act, Community Management Statement or any by-law in this document or a requirement of an Authority, the Community Land Management Act, the Act, Community Management Statement and by-law in this document or requirement of an Authority, as the case may be, prevail to the extent of the inconsistency.

(d) Rules bind an Owner and Occupier and any person on the Strata Parcel with the express or implied consent of an Owner or Occupier or the Owners Corporation.

By-law 14 - Agreement with building manager

(a) In addition to its powers under the Act, the Owners Corporation has the power under this **by-law 14** to appoint and enter into an agreement (**Building Management Agreement**) with an appropriately qualified person (**Building Manager**) to provide contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Strata Parcel or the Strata Scheme, at a fee.

(b) The Owners Corporation has the power to grant the Building Manager exclusive use of part of the Common Property for the purpose of use as a Building Managers Office for a period of up to 18 months from the date of registration of the Strata Plan.

By-law 15 - Signage

(a) An Owner or Occupier must not erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel.

(b) An Owner or Occupier must not cause any other party including, but not limited to, an estate agent, to erect, display, affix or exhibit in the Strata Parcel any Advertising visible from any Lot or the Common Property or from outside the Strata Parcel.

By-law 16 - Storage of inflammable liquids and other substances or materials

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

(b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-law 17 - Moving furniture and other objects on or through common property

(a) An Owner or Occupier of a Lot must not damage the Common Property if it transports any furniture, large object or procures deliveries to or from the Lot through or on Common Property within the Building.

(b) An Owners Corporation may resolve that furniture, large objects or deliveries to and from the Lot are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

(c) If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Common Property except in accordance with that resolution.

(d) An Owner or Occupier of a Lot may only take delivery of furniture (or any other large items) between:

(i) 7.00 am and 5.00 pm Mondays to Fridays; and

(ii) 9.00 am and 5.00 pm on Saturdays and Sundays.

By-law 18 - Floor coverings, window coverings and balconies

- a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.
- c) An Owner of a Lot must not enclose the balcony of a Lot.
- d) An Owner of a Lot must not install a window covering nor shall window tinting be installed unless such window covering or window tinting complies with the requirements of all relevant Authorities.

By-law 19 - Garbage disposal

- (a) An Owner or Occupier of a Lot:

- (i) must, subject to subclause (c)(ii):

- (A) place their garbage or waste in any shared receptacle designated by the Owners Corporation for that purpose; and

- (B) place recyclable material in the Recycling Bins.

- (ii) must maintain any garbage receptacle contained within a Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in a clean and dry condition and adequately covered; and

- (b) An Owner or Occupier of a Lot must not dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.

- (c) An Owner or Occupier of a Lot must:

- (i) ensure that before refuse, recyclable material or waste is placed in any other designated receptacle, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

- (ii) promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

- (d) An Owner or Occupier of a Lot must not deposit or leave garbage, recyclable material or waste on Common Property or within any Car Space or Storage Space forming part of a Lot.

- (e) Owners and Occupiers of a Lot have exclusive use rights and special privileges to use the Refuse Rooms

By-law 20 - Barbeque equipment

- (a) An Owner or Occupier of a Lot must not store or operate portable barbeque equipment on the balcony of the Lot unless the barbeque equipment:

- (i) will not or is not likely to cause damage or danger to persons or property;

- (ii) is maintained in a clean and tidy condition at all times;

(iii) is used between the hours of 10.00 am and 10.00 pm unless otherwise approved by the Owner's Corporation; and

(iv) is used only in accordance with these by-laws.

(b) An Owner or Occupier must ensure that smoke caused by the operation of a barbeque by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

By-law 21 - Keeping of animals

(a) An Owner or Occupier may keep an animal on the Lot or the Common Property with the written approval of the Owners Corporation.

(b) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property and must give an Owner or Occupier written reasons for any refusal to grant approval.

(c) If an Owner or Occupier keeps an animal on the Lot, the Owner or Occupier must:

(i) keep the animal within the Lot, and

(ii) supervise the animal when it is on the Common Property (dogs must be kept on a leash), and

(iii) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.

(d) An Owner or Occupier of a lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

(e) The Owner or Occupier keeping an animal in accordance with this by-law must ensure that the animal:

(i) does not disturb Owners and Occupiers of other Lots;

(ii) does not endanger the health and safety of Occupiers of other Lots;

(iii) is not unreasonably noisy;

(iv) is not an animal which may not be kept as a domestic pet pursuant to any law.

(f) In keeping an animal on a Lot in accordance with this by-law 21, an Owner or Occupier of a Lot must comply with the requirements of all laws and all relevant Authorities and the Owners Corporation.

(g) The Owners Corporation may order a person to remove an animal from a Lot if the Owners Corporation determines that in keeping the animal, the Owner or Occupier has not met or has breached the conditions set out in this by-law 21.

By-law 22 - Care of landscaped areas and planter boxes

(a) An Owner or Occupier whose Lot includes a landscaped area or planter boxes on the boundary of the Lot or a Balcony adjoining or within the Lot must ensure that:

(i) so far as is practicable any grass and plants in the landscaped area or a planter box are maintained in a healthy and vigorous condition;

(ii) any grass or plant which is damaged, diseased or dies is promptly replaced, where practicable, with grass or a plant of the same species and similar size or with another plant as agreed with the Owners Corporation;

(iii) the planter box is properly maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time;

(iv) the protective membrane located beneath the planter box is not interfered with or damaged;

(v) in watering plants on any Balcony adjoining the Lot, an Owner or Occupier must be careful not to detrimentally affect Common Property or any other Lot and will not have a mechanical watering system installed on a Lot; and

(vi) the planter box is of a type approved by the Community Association and the Owners Corporation.

(b) If an Owner or Occupier fails to comply with this **by-law 22** the Owners Corporation may give notice requiring compliance.

(c) If an Owner or Occupier fails to comply with a notice given under this **by-law 22**, the Owners Corporation or the Building Manager, if one has been appointed, may at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this **by-law 22**.

(d) Any expense incurred by the Owners Corporation or the Building Manager under this **by-law 22** is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

By-law 23 - Emergency committee

(a) The strata committee of the Owners Corporation has the power to establish an emergency management committee for the Building (**Emergency Committee**).

(b) If established, the Emergency Committee must:

(i) nominate so many of the Owners or Occupiers that they determine, acting reasonably, are adequate to be trained as fire wardens for the Building (**Wardens**); and

(ii) ensure that the Wardens are trained in accordance with the requirements of the relevant Authority in:

(A) assisting with the orderly and effective evacuation of the Building during an emergency; and

(B) the correct and effective use of the portable fire extinguishers located around the Building under real fire conditions.

By-law 24 - Work, health and safety

An Owner or Occupier of a Lot must not create any hazard that may breach occupational health and safety standards. This by-law refers to occupational health and safety standards referable to Australian Standards or under the provisions of the *Work, Health and Safety Act 2011 No.10* (NSW).

By-law 25 - Provision of amenities or services

(a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

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- (i) security;
- (ii) window cleaning;
- (iii) garbage disposal and recycling services;
- (iv) electricity, water or gas supply;
- (v) telecommunication services (for example, cable television); and
- (vi) other essential services.

(b) If the Owners Corporation makes a resolution referred to in **by-law 25(a)** to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount payable for the amenity or service or the basis on which that amount is calculated and the conditions on which, it will provide the amenity or service.

By-law 26 - Cleaning of windows and doors

(a) An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

By-law 27 - Outdoor furniture and other items

(a) An Owner or Occupier must not place or maintain outdoor furniture, garden or planter boxes, pot plants, recreational equipment or barbecues on the Balcony of a Lot unless:

- (i) it is of a type approved by the Community Association and the Owners Corporation;
- (ii) the item will not cause damage to a Lot or Common Property; and
- (iii) the item is not dangerous,

and then only in such a location that any item will not fall or be capable of falling or being blown by the wind off the Balcony, or otherwise cause a hazard to people or property.

(b) The Owners Corporation may require an Owner or Occupier, at the Owner's cost, to remove items from a Balcony that are not Common Property and replace them so that the Owners Corporation may inspect, repair or replace Common Property.

By-law 28 - Security keys and alarms

(a) If an Owner requires an additional set of Security Keys for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot, then the Owners Corporation shall make an additional set available to the Owner at the cost of the Owner.

(b) The Owners Corporation may charge a fee or request a bond for the provision of more than one set of Security Keys.

(c) The Owners Corporation must not unreasonably withhold consent to an application to an Owner or Occupier to install a security alarm on their Lot if:

- (i) the alarm has "back to base" facilities;

- (ii) the alarm is silent; and
- (iii) the alarm does not have flashing lights.

By-law 29 - Restricting access

(a) The Owners Corporation may for security reasons or effective control and management of the Building:

- (i) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access; and
- (ii) restrict by security device access to levels in the Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

(b) The Owners Corporation may, to facilitate the effective supply of electricity to the Building, enter into an agreement for use by an electricity supplier of parts of the Common Property which are not required for access to any Lot.

By-law 30 - Car parking spaces

(a) If a Lot includes a space for car parking, such space (Car Parking Space) must only be used for the parking of registered and operational motor vehicles and motor cycles and must not be used for any other purpose, including:

- (i) as a storage area;
- (ii) for the washing of vehicles or equipment;
- (iii) for the carrying out of mechanical or other repairs; or
- (iv) to park boats, caravans or trailers.

(b) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, install or erect any storage facility, whether fixed or moveable, within a Car Parking Space.

(c) A Car Parking Space must not, except with the prior approval of the Owners Corporation, be enclosed. This by-law does not apply to any car parking space which is enclosed by the Developer prior to registration of the Strata Plan.

(d) The Owners Corporation is not responsible for:

- (i) anything stolen from a Car Parking Space; or
- (ii) damage to a motor vehicle, a motor cycle or anything else in a Car Parking Space, including, damage to a motor vehicle or a motor cycle entering or leaving the Car Parking Space.

By-law 31 - Fire safety requirements

(a) The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

(b) In order to comply with the relevant Australian Standard at the date of registration of the Strata Plan, an Owner or Occupier whose Lot comprises a space for the storage of items (Storage Space) must not store items within 500 mm of any fire sprinkler heads within the Storage Space.

(c) An Owner or Occupier, once notified by the Owners Corporation, must comply with any changes to the relevant Australian Standard referring to in clause (b) above.

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By-law 32 - External flooring

(a) An Owner is responsible, at its expense, for the proper maintenance of and keeping in a state of good and serviceable repair any External Flooring within its Lot (**Affected Lot**).

(b) An Owner must not, except with the prior approval of the Owners Corporation, remove or replace External Flooring or otherwise interfere with, or damage, the protective membrane located beneath External Flooring.

(c) An Owner of an Affected Lot must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out the Owner's failure to comply with this **by-law 32**.

By-law 33 - External screening devices

(a) External Screening Devices are Common Property and are to be maintained by the Owners Corporation;

(b) An Owner or Occupier whose Lot is serviced by an External Screening Device must only operate the External Screening Device in the manner for which it was designed; and

(c) An Owner or Occupier must not, except with the prior approval of the Owners Corporation, remove, replace, damage or otherwise interfere with an External Screening Device.

By-law 34 - Parking on common property, visitor parking and disability parking

(a) An Owner or Occupier must not stand or park any motor vehicle, other vehicle (such as a trailer or other motorised conveyance) or any other object on Common Property including any visitor parking space, disability parking space or other car parking area, other than the Car Parking Space forming part of the Owner's Lot and subject to By-Law 30.

(b) An Invitee of an Owner or Occupier:

(i) may stand or park any registered motor vehicle in any visitor parking space that comprises Common Property, but for no longer than one continuous 72 hour period; and

(ii) must not stand or park any motor vehicle in any other Common Property or Car Parking Space, other than the Car Parking Space forming part of the respective inviting Owner's Lot, subject to clause 34(b)(i).

(iii) must not stand or park any or other object (such as a trailer) in any other Common Property or Car Parking Space.

(c) An Owner or Occupier must not at any time be allocated, sold or leased any visitor parking space. Visitor parking spaces must be retained by the Owners Corporation as part of the Common Property for use in accordance with this by-law 34.

Parking in disability parking spaces

(d) (a) Parking spaces that show the symbol for people with disabilities are for the exclusive use of visiting vehicles displaying valid permits (NSW Mobility Parking Scheme Permit [licence style card] and the Australian Disability Parking Permit [large purple card]).

(e) Permits must be displayed at all times. The permit number and expiry date must be visible from the exterior of the vehicle.

(f) For all other vehicles, the carpark disability symbol has the same effect as a 'No Stopping' sign and a motor vehicle without disability parking permits must not stand or park in that space at any time.

By-law 35 - Security and insect screens

(a) For the purposes of this by-law:

"Costs" means all professional and trade costs/fees/disbursements incurred or associated with this By-Law, the Works and Remedial Works.

"Direction" means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

- (i) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
- (ii) any sum payable by way of increased premiums; and
- (iii) any costs or damages incurred by or for which the Owners Corporation is or becomes liable;

"Remedial Works" means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works

"Security and Insect Screens" means:

- (i) The following devices:
 - (A) security screens;
 - (B) security grills;
 - (C) flyscreens;
 - (D) insect screens; and
 - (E) insect grills.

and

- (ii) the frames of the above devices must be the same as the frames of the existing windows or doors as at the registration of this by-law, namely Dulux Duratec powder coating of Eternity Titanium Pearl Satin colour (Produce Code: 90087728); and
- (iii) with only black mesh or black mesh with minimum black horizontal supporting rails.

"Works" means the installation of Security and Insect Screens on the inside or outside of the external glazing system of the doors and/or windows of a Lot.

(b) If this By-Law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

(c) Subject to the provisions of this By-Law, the Owners Corporation grants the Owner the right to carry out Works.

(d) The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

(e) The Works and Remedial Works must be carried out and completed:

- (i) in a proper workmanlike manner and by licensed and/or accredited contractors;
- (ii) with due skill and care using proper materials;

(iii) in compliance with the Building Code of Australia and any other Australian Standards, as applicable;

(iv) in compliance with the Architectural Code.

(v) in keeping with the appearance of the building in its style, colour, materials and overall design;

(vi) in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to Lots in the strata scheme by other persons;

(vii) in a way which minimises the disturbance of other owners including but not limited to vibration, noise, dust and dirt;

(viii) ensuring that the security of the property is maintained throughout the performance of the Works and Remedial Works;

(ix) promptly and completely removing all rubbish from the property resulting from the Works and/or Remedial Works;

(x) keeping all areas of the building as clean and tidy as possible;

(xi) promptly repairing any damage to any part of the property caused by the Works and/or Remedial Works; and

(xii) in compliance with all reasonable requirements of the Owners Corporation.

(f) The Owner is responsible for, and will bear all Costs.

(g) Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's Lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

(h) In the event Lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.

(i) The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this By-Law.

(j) If the Owner fails to comply with Clause (i) above within 3 months of a Direction, then the Owners Corporation may:

(i) enter upon any part of the Lot to carry out the work;

(ii) carry out all work necessary to perform that obligation; and

(iii) recover from the Owner any Costs relating to the carrying out of that work, including charging the Costs to the Owner's lot account as if those Costs were a contribution under the Act.

(k) The Owner will sign all documents and do all things necessary to facilitate the carrying out of Clause (j) above.

(l) The Owner will Indemnify and will keep indemnified the Owners Corporation.

By-law 36 - Car park bollards in carspace

(a) For the purposes of this by-law:

"Application" means a written Application by an Owner to the Owners Corporation relating to their proposed Works including the following details:

- (i) the type of Works to be completed, including the brand, dimensions, colour and quality of the Bollard;
- (ii) the supplier, manufacturer, installer, make, model and specifications of the Works;
- (iii) a plan or sketch of the proposed location of the Works;
- (iv) evidence that the Works will not interfere with the quiet and peaceful enjoyment of other Owners;
- (v) evidence that the Works will be in keeping with the appearance of the building and consistent with other Bollards installed on other Car Spaces;
- (vi) details of the contractors and/or tradesperson engaged to carry out the Works, including evidence that the contractors and/or tradespersons are properly licensed and qualified; confirmation that the contractors and/or tradespersons have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Owners Corporation; and
- (vii) any other document reasonably required by the Owners Corporation;

"Approval" means written Approval from the Owners Corporation to the Owner in response to their Application, with or without conditions.

"Bollard" means a removable post of a highly visible yellow colour affixed at ground level which can be folded flat to permit vehicles to drive over them.

"Costs" means all professional and trade costs/fees/disbursements incurred or associated with this By-Law, the Works and Remedial Works.

"Direction" means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;

"Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

- (i) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
- (ii) any sum payable by way of increased premiums; and
- (iii) any costs or damages incurred by or for which the Owners Corporation is or becomes liable;

"Remedial Works" means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

"Works": means the installation of a Bollard entirely within the boundary of the Car Parking Space.

(b) If this By-Law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

- (c) Subject to the provisions of this By-Law, Owners may carry out Works.
- (d) Prior to carrying out the Works, the Owner must make an Application to the Owners Corporation.
- (e) The Owners Corporation, via the Strata Committee, will consider the Application within 60 days of receipt of the Application and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.
- (f) The Approval will not be unreasonably withheld.
- (g) The Owners Corporation may engage an expert (including but not limited to a qualified engineer) to provide advice to assist in its determination of the Application.
- (h) In relation to clause 8 above, if the Owners Corporation engages expert, all associated costs/fees/disbursements will be paid by the Owner.
- (i) Where Works have been carried out prior to the date this By-Law is resolved, then clauses j to s inclusive apply to those Lots and their respective Owners.
- (j) The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
- (k) The Works and Remedial Works must be carried out and completed:
 - (i) in a proper workmanlike manner and by licensed and/or accredited contractors;
 - (ii) with due skill and care using proper materials;
 - (iii) in compliance with all reasonable requirements of the Owners Corporation;
 - (iv) in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
 - (v) in keeping with the appearance of the building in its style, colour, materials and overall design;
 - (vi) in compliance with the Architectural Code;
 - (vii) in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to Lots in the strata scheme by other persons;
 - (viii) in a way which minimises the disturbance of other Owners including but not limited to vibration, noise, dust and dirt;
 - (ix) ensuring that the security of the property is maintained throughout the performance of the Works and Remedial Works;
 - (x) promptly and completely removing all rubbish from the property resulting from the Works and/or Remedial Works;
 - (xi) keeping all areas of the building as clean and tidy as possible;
 - (xii) promptly repairing any damage to any part of the property caused by the Works and/or Remedial Works.
- (l) The Owner is responsible for, and will bear all Costs.

(m) Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

(n) In the event Lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner will pay the Costs of rectifying the damage.

(o) The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this By-Law.

(p) If the Owner fails to comply with Clause (o) above within 3 months of a Direction to the Owner, then the Owners Corporation may:

(i) enter upon any part of the Lot to carry out the work;

(ii) carry out all work necessary to perform that obligation; and

(iii) recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

(q) The Owner will sign all documents and do all things necessary to facilitate the carrying out of Clause (p) above.

(r) The Owner will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or the Remedial Works.

(s) The Owner will Indemnify and will keep indemnified the Owners Corporation.

By-law 37 - The architectural code

1. General

The Building, excluding apartment interiors, is to be maintained as originally designed and constructed in accordance with the approved plans issued by either the Department of Planning or City of Ryde Council.

2. Façade

a) Cleaning and Maintenance

(i) The Owners Corporation is responsible for:

(A) cleaning all inaccessible parts of the façade;

(B) maintaining and repairing the entire façade in accordance with the manufacturers' recommendations and maintenance schedule as noted within the maintenance and operations manual.

(ii) Owners are responsible for regular cleaning of the elements of the façade that are within their Lot and accessible by the Owner without risk to safety.

b) Prohibited:

(i) Screening or enclosure of Balconies and loggias by any means other than the External Screening Devices, balustrades, pergolas and the like (as originally designed and constructed).

(ii) Installation of an External Screening Device(s) which fails to comply with By-Law 33 "External Screening Device(s)".

(iii) Installation of additional materials to External Screening Devices, balustrades and pergolas (as originally designed and constructed) including but not limited to shade cloth, fabric, plastic, film and the like.

(iv) Removal or modification of the External Screening Devices, balustrades, pergolas and the like (as originally designed and constructed).

(v) Alteration of the external surfaces of the Building including but not limited to painting; erecting lattice, screens, fabric, cladding or the like.

(vi) Alteration of the external glazing system including alteration to glass type or performance, installation of tinted or frosted film to glass, drilling, fixing to, cutting or painting the aluminium framing or alterations affecting the weather resistant flashings and seals.

(vii) Installation of Security and Insect Screens which fail to comply with By-Law 35 "Installation of Security and Insect Screens".

3. Window treatments

a) General Requirements

(i) This Architectural Code does not require installation of window treatments, however, in the event that window treatments are installed they must comply with this Architectural Code.

(ii) In this clause, any reference to a 'window' includes any fixed glass, awning window, sliding or bi-fold door not concealed from view from outside the Building by a fixed external shading device.

b) Permissible Window Treatments

Any window covering is acceptable provided it is in keeping with the colour scheme of the Building and is of a neutral colour. Each individual Lot should have window coverings of both the same type and colour within their own Lot.

c) Prohibited Internal Window Treatments

Any window treatment that is not keeping with Clause 4(b) above

d) Glass Balustrades

Glass balustrades have been designed with a specific tint to provide a level of screening to balustrades when viewed from the outside of the building. No other glass balustrade treatments are approved.

4. Terraces, courtyards, balconies and loggias

a) All furniture, planter boxes, pots, BBQs and the like which may be placed on a Balcony or loggia shall be:

(i) of a high quality and finish and consistent with the high quality appearance of the Building.

(ii) adequately weighted or fixed to avoid being blown off.

b) Balconies and loggias shall be maintained in a neat and orderly state at all times.

c) The Owner is responsible for:

- (i) Cleaning, maintenance, repair and replacement of timber decking and paving.
- (ii) Cleaning the external floor waste located either beneath the timber decking or beneath pebbles in courtyards to ensure it is not blocked and allows the Balcony or loggia to drain freely.
- (iii) Cleaning, maintenance, repair and replacement of any water feature and associated plant and equipment within their Lot.

d) Prohibited

- (i) Storage of any items other than appropriate household items, homewares, furniture, BBQs, planters and the like.
- (ii) Placement of heavy objects other than in accordance with this Architectural Code.
- (iii) Placement of plant or equipment.

e) Landscaping to Balconies and Loggias

- (i) Landscaping and planting shall be maintained in a neat and healthy state at all times.
- (ii) Landscaping and planting shall not overhang the Balcony or loggia.
- (iii) Watering of landscaping shall not cause water to enter or cause damage to another Lot or Common Property.

f) Landscape Planters to Courtyards

(i) The Owner is responsible for:

- (A) Maintaining the original planting in a healthy state and weeding, pruning and cleaning as required to keep the landscaping in a presentable condition consistent with the appearance of the Common Property landscaping.
- (B) Replacing plants in poor health with plants of similar species and size.

(ii) Prohibited

Removal of any existing plant with the exception of removal for the purpose of replacement of an existing plant in poor health.

g) Fencing

(i) Prohibited

Installation of additional materials to fences including but not limited to shade cloth, fabric, plastic, film and the like.

5. Floor/door mats

a) Owners and Occupiers may keep door/floor mats in Common Areas, subject to compliance with the Architectural Code.

b) Door/floor mats must be low profile, have tapered rubber edging, a non-slip surface and a non-slide underside base.

- c) Door mats must be charcoal grey or similar in colour.
- d) Owners are responsible for maintaining, repairing and replacing floor/door mats.

6. Lighting

- a) The Owner is responsible for maintaining and replacing globes in external lights in loggias and Balconies.
- b) All external lights and internal lights visible from outside the Building are to use 'warm white' globes.
- c) Prohibited

Installation of additional lighting in loggias or Balconies.

7. Modifications affecting acoustic performance requirements

- a) Any proposed modifications to the Building including but not limited to:
 - (i) walls, floors and ceilings;
 - (ii) floor finishes such as carpet, timber, tiles and the like;
 - (iii) wall and ceiling linings such as plasterboard;
 - (iv) plant and equipment including but not limited to Fan Coil Units (FCUs), exhaust fans and common plant and equipment;shall comply with the acoustic consultant's report.

8. Basement storage cages

- a) Storage cages shall be maintained in a neat and orderly state at all times.
- b) Prohibited:
 - (i) Screening or enclosure by any means other than the original mesh cage and black shade cloth which may be installed to the inside face of cages up to a height of 1800mm.
 - (ii) Installation of additional materials including but not limited to, fabric, plastic, film and the like.
 - (iii) Restriction of air flow to supply and exhaust grilles and plenums by any means.
 - (iv) Placement of any object within the required clearance zone around fire sprinklers.
 - (v) Storage of flammable liquids, chemicals, corrosive materials, solvents, pesticides, poisons and the like.
 - (vi) Storage of perishable foodstuffs or organic matter.

9. Basement car spaces

- (a) Car Parking Spaces shall be maintained in a neat and orderly state at all times.
- (b) Prohibited:
 - (i) Screening or enclosure by any means.
 - (ii) Storage of any objects other than a registrable motor vehicle.

By-law 38 - Noise

An Owner or Occupier of a Lot, or any invitee of an Owner or Occupier of a Lot, must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

By-law 39 - Behaviour of owners, occupiers and invitees

(a) An Owner or Occupier of a Lot, or any invitee of an Owner or Occupier of a Lot, when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

(b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier:

(i) do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property, and

(ii) without limiting paragraph (b)(i), that invitees comply with clause (a).

By-law 40 - Children playing on common property

(a) Any child for whom an Owner or Occupier of a Lot is responsible may play on any area of the Common Property that is designated by the Owners Corporation for that purpose.

(b) An Owner or Occupier of a Lot must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property that is a car parking area or other area of possible danger or hazard to children.

By-law 41 - Smoke penetration

(a) An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

(b) An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

By-law 42 - Notice board

(a) The Owners Corporation may cause a notice board to be affixed to any part of the Common Property.

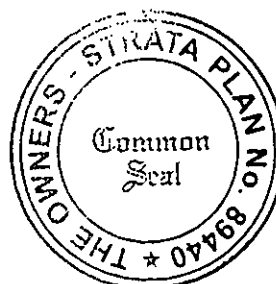
(b) The Owners Corporation is responsible for repairing and maintaining the notice board.

The seal of The Owners - Strata Plan No. 89440 was affixed on 23 January 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:



Name: Lisa Branson
Authority: Duly Authorised Officer



Approved Form 10
Certificate re Initial Period

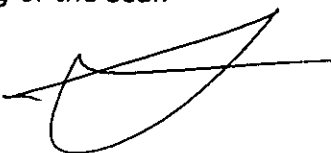
The owners corporation certifies that in respect of the strata scheme:

that the initial period has expired.

~~the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners – Strata Plan No. 89440
was affixed on 23 January 2018
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015 to attest
the affixing of the seal.

Signature:



Name: Lisa Branson
Authority: Duly Authorised Officer

