

Lodger Details

Lodger Code 502545E
Name HOLDING REDLICH HOLDING REDLICH SYDNEY
Address L 65, 19-29 MARTIN PL
SYDNEY 2000
Lodger Box 1W
Email VANYA.LOZZI@HOLDINGREDLICH.COM
Reference YXF 18620168 LO

Land Registry Document Identification

AS155678

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
CP/SP56443	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP56443
Other legal entity

Meeting Date

23/05/2022

Amended by-law No.

Details Not Applicable

Repealed by-law No.

Details Not Applicable

Added by-law No.

Details 54, 55, 56 and 57

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP56443

Signer Name ADRIANNA WITKOWSKI

Signer Organisation PARTNERS OF HOLDING REDLICH

Signer Role PRACTITIONER CERTIFIER

Execution Date 24/05/2022

Annexure A

STRATA PLAN 56443 | REGIS TOWERS CONSOLIDATED BY-LAWS

1. DEFINITIONS AND INTERPRETATION

1.1 Statutory definitions

In this instrument a word or expression has the meaning given to it in the Strata Management Act if it is:

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

1.2 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the parcel, including the council.

Council means Council of the City of Sydney.

Common Property means the Common Property in the Strata Scheme.

General Meeting means an annual general meeting or extraordinary general meeting of the Owners Corporation.

Invitee means a person, not being an Owner or Occupier of a Lot, invited, requested or permitted on to the parcel by an Owner or Occupier.

Lot means a Lot in the Strata Scheme.

Occupier means:

- (a) a lessee;
- (b) a licensee; or
- (c) other person, not being an Owner, lessee or licensee that is in lawful occupation, of a Lot.

Owner means:

- (a) a person registered or entitled to be registered as proprietor;
- (b) a mortgagee in possession; or
- (c) a covenant chargee in possession, of a Lot.

Owners Corporation means the Owners Corporation established on registration of the Strata Plan;

Restricted Matter means a matter of class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Strata Committee means the strata committee appointed by the Owners Corporation.

Strata Management Act means the *Strata Schemes Management Act 2015* (NSW).

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

Strata Plan means strata plan 56443.

Strata Scheme means the Strata Scheme created on registration of the Strata Plan.

Visitor means a person, not being an Owner or Occupier of a Lot, invited, requested or permitted on to the parcel by an Owner or Occupier.

1.3 Interpretation

In this instrument, 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 instrument;
- (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 instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the body or authority referred to;
- (l) a reference to any legislation or legislative provision includes any statutory modification of or substitution for that legislative provision 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) in the event that a by-law is inconsistent with the *Protection of the Environment Operations (Noise Control) Regulation 2008 (PEOR)* and the *Protection of the Environment Operations Act 1997 (PEOA)*, the provisions of this by-law shall be construed in such a way as to be consistent with the PEOR or PEOA (as applicable).
- (p) a requirement to do any thing in this instrument includes a requirement to cause that thing to be done;
- (q) a word that is derived from a defined word has a corresponding meaning;
- (r) the singular includes the plural and vice-versa; and
- (s) words importing one gender include all other genders.

1.4 Headings and Index

By-law headings and the Index are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Notices

Any notice, demand, consent, request or other communication under this instrument must be in writing.

1.6 Consents and decisions by the Owners Corporation

- (a) Consent by the Owners Corporation to a request by an Owner or Occupier 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.
- (c) Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:
 - (i) the Owners Corporation in general meeting; or
 - (ii) the Strata Committee at a duly convened meeting of the Strata Committee.
- (d) Consent given by the Strata Committee under a by-law:
 - (i) if practicable, may be revoked by the Owners Corporation in general meeting; and
 - (ii) subject to clause 1.6(c), may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

2. DAMAGE TO LAWNS & PLANTS ON COMMON PROPERTY

An Owner or Occupier of a Lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
- (b) use for his or her own purposes as a garden any position or the Common Property.

3. DAMAGE TO COMMON PROPERTY

- (a) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.
- (b) An approval given by the Owners Corporation under subclause (a) cannot authorise any additions to the Common Property.
- (c) This by-law does not prevent the Owner or person authorised by an Owner from installing:
 - (i) any locking or other safety device for protection of the Owner's Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects on the Lot; or
 - (iii) any structure or device, to prevent harm to children.
- (d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (e) Despite section 106 of the Strata Management Act, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in sub clause (c) that forms part of the Common Property that services the Lot.

4. DEPOSITING RUBBISH & OTHER MATERIAL ON COMMON PROPERTY

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another or any person lawfully using the Common Property.

5. DRYING OF LAUNDRY ITEMS

An Owner or Occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing, signage or other article on any part of the parcel in such a way as to be visible from outside the building.

6. CLEANING WINDOWS & DOORS

An Owner or Occupier of a Lot must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

7. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- (a) An Owner or Occupier of a Lot must not, except with the approval in writing 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 the material in a fuel tank of a motor vehicle or internal combustion engine.

8. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An Owner or Occupier of a Lot must not transport any furniture or large object through or on Common Property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

9. GARBAGE DISPOSAL

An Owner or Occupier of a Lot:

- (a) must maintain within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage; and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, complete drained; and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected; and
- (d) when the garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in sub clause (a); and
- (e) must not place anything in the receptacle of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
- (f) must promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

10. APPEARANCE OF LOT

The Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation maintain within the Lot anything visible from outside the Lot that, viewed outside the Lot, is not in keep with the rest of the building.

11. NOTICEBOARD

An Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

12. INSURANCE

- (a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy affected by the Owners Corporation.

- (b) Consent under sub clause (a) allows the Owners Corporation to require an Owner or Occupier to reimburse the Owners Corporation for the higher premium.
- (c) Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on their Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.
- (d) If a claim is lodged on the Owners Corporation insurance policy the cost of the excess of claiming on that policy is to borne by the following:
 - (i) if the payment of claim benefits a single lot, by the Owner who is benefited by the claim;
 - (ii) if the claim's source is within an apartment, and something that is the Owner's responsibility to repair and maintain, by the Owner of the lot where the claim caused the claim (eg broker tap that floods several apartments); and
 - (iii) where the source of the claim is unknown or is Common Property, by the Owners Corporation.

13. CLEANLINESS OF LOT

- (a) The Owner and the Occupier Lot shall maintain the Lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters or any range hood installed in the Lot of grease at least every three months.
- (b) For the purpose of inspecting the Lot, the Owners Corporation may by its agents, servants or contractors enter the Lot at any reasonable time on notice given to any Occupier of the Lot.

14. CONVEYANCE OF ITEMS IN THE LIFT

The Owner or Occupier of a Lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or to dirty the interior of the lift.

15. CONTRIBUTIONS

The Strata Committee of the Owners Corporation must not, without the approval of the Owners Corporation by special resolution in general meeting, waive, forgo or forgive the collection of the whole or any part of any contribution levied on each Owner by the Owners Corporation.

16. APPOINTMENT OF STRATA MANAGER

Subject to the rights of the Owners Corporation under the Strata Management Act, the Owners Corporation must at all times have appointed a person or organisation who is the holder of a strata manager's licence under the *Property, Stock and Business Agents Act 2002* (NSW) (or any act which amends or replaces the relevant provisions of that Act) to be the strata managing agent of Strata Plan 56443 to perform certain delegated functions of the Owners Corporation as agreed to at the time of the strata managing agent's appointment. The appointment must be made, and the strata managing agent must carry out the appointment and each delegation to the strata managing agent, in the manner required by the Strata Management Act, as amended and the regulations thereunder.

17. OWNERS' CONTACT DETAILS

All Owners whether or not their Lot is managed by an agent must provide current contact details (both physical and / or electronic) to be kept on the strata roll.

18. REPAIRS & MAINTENANCE BY MANAGING AGENTS

That managing agents have forty eight (48) hours from being notified by the Owners Corporation or tenant to attend to repairs and maintenance of the Lot.

19. DAMAGE TO COMMON PROPERTY RESULTING FROM NEGLIGENCE

Where damage is caused to a Lot or the Common Property as a result of work done or neglected to be done to another Lot, or as a result of the state of repair of the other Lot, the Owner of the Lot causing the damage shall pay for the loss or damage.

20. COST OF OVER TENANTING INVESTIGATION

Where as a result of over tenanting the Owners Corporation is required to undertake any investigation then the Owner of the Lot subject to the investigation shall be response for the cost of the investigation.

21. NON COMPETITION

- (a) The Owner or Occupier of any Lot must not in his Lot or on the Common Property, except with the written consent of the Owners of Lot 650 or if Lot 650 is subdivided at any time, the Owner of that Lot formerly part of Lot 650 which contains the reception area on Level 2 in Strata Plan 61369, conduct or participate in the conduct of a business which provides services in the nature of: -
- (i) the business of a letting agent; or
 - (ii) the business of a pooled rent agency; or
 - (iii) any of the following business:
 - (A) supply of linen;
 - (B) housekeeping and cleaning;
 - (C) catering;
 - (D) butler and valet;
 - (E) portering;
 - (F) dry cleaning and laundry;
 - (G) vehicle, taxi and limousine hire; or
 - (H) entertainment, restaurant and tour reservations.
- (b) Notwithstanding anything to the contrary in this by-law, an Owner or Occupier of a street level retail Lot may, subject to Sydney City Council's approval, conduct within his Lot, as his principal business within that Lot, a business referred to in subclause 21(a)(iii), paragraphs (C), (G) or (H).

- (c) The Owners Corporation cannot revoke or amend this by-law without the written consent of the Owner of Lot 650 or if Lot 650 is subdivided at any time, the Owner of that Lot formerly part of Lot 650 which contains the reception area on Level 2 in Strata Plan 61369.
- (d) Nothing in this by-law operates to prevent any person offering services in the nature of those described in sub clause (a) to any Owner or Occupier of a Lot in the Strata Scheme from any premises which are not a Lot in the Strata Scheme.

22. COMMON PROPERTY ON LEVEL 2

- (a) The owner(s) for the time being of Lot 144 shall have the right of exclusive use and enjoyment of that area of common property located on the second level and marked and hatched on the plan annexed to this special resolution (“the exclusive use area”).

Conditions

- (b) The owner(s) for the time being of Lot 144 has the responsibility for the maintenance and upkeep of the exclusive use area.
- (c) The owner(s) for the time being of Lot 144 shall be responsible for all costs associated with and incidental to, and required for, the preparation and registration of this by-law.

23. AUTHORISATION OF BUILDING WORKS IN LOTS 650, 488 AND 149

23.1 Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “Owner”) of Lots 650, 488 and 149 (the “Lots” and each of them a “Lot”) shall have a special privilege in respect of the common property to carry out building works in or in respect of the Lots and a right of exclusive use and enjoyment of that part of the common property affected by the building works incorporating:

- (a) demolition of part of the norther wall of Lot 650 where it abuts the common property driveway on level 3 in Strata Plan 61369 and installation of a doorway with timber jambs and metal roller door in a colour in keeping with the existing garage doors installed on that level;
- (b) after installation of roller door, construction of a bulkhead above the roller door to enhance the external appearance of the door installation;
- (c) installation of a floor waste in the laundry area of Lot 650 on Level 3 in Strata Plan 61369 generally in the place indicated on the original drawings for the construction of the building;
- (d) treatment and sealing of the concrete surface of the common property floor in the southern portion of the driveway on Level 3 in Strata Plan 61369 in the area bounded by a line drawn as the continuation of the northern boundary of the car space for lot 494 to the wall forming the common property boundary with lot 493, the eastern boundary of the car space for lot 494, the common property norther boundary wall of Lot 650 and the whole of the common property corridor from the driveway to the lift lobby on Level 3 in Strata Plan 61369;
- (e) installation of telephone distribution box in common property cupboard in the lift lobby on Level 3 in Strata Plan 61369 and installation of cabling from the common property communications box to Lot 650 and, if required, Lot 488;

- (f) installation of electrical cabling from the common property electrical switch room to Lot 650 and, if required, Lot 488;
- (g) the installation of the electrical and communications cabling under paragraphs € and (f) to be within the ceiling structural cubic space save that, where necessary, appropriate ceiling bulkheads and cornices in keeping with the existing cornices are to be installed to house the electrical and communications cabling and painted to match the existing ceiling and cornices;
- (h) demolition of part of the common property wall between Lot 650 and Lot 488 and the installation in the space created of a fire rated door, and a further special privilege to stand a vehicle upon an area of the common property driveway abutting the common property boundary wall of Lot 493 for a period not longer than 15 minutes at any one time for the purpose of collection and delivery of laundry items. The standing of a vehicle on the common property pursuant to this by-law must not impede access to the common property service corridor from the car park nor must it impede access to any car space.

23.2 Definitions

For the purposes of this by-law:

“**Council**” means the Council of the City of Sydney;

“**Works**” means and includes all of the building works described in clause 23.1.

Where any word or phrase has a defined meaning in or for the purposes of the Strata Schemes Management Act 1996, that word or phrase has the same meaning in this by-law.

23.3 Conditions

- (a) The Owner must obtain and provide to the Owners Corporation:
 - (i) if the approval of the Council is required to effect any of the Works, the required approval of the Council for the performance of the Works;
 - (ii) certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - (A) contractors all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;
 - (B) workers compensation in accordance with applicable legislation;
 - (iii) the opinion of a structural engineer (reasonably acceptable to the Owners Corporation) to the effect that if the Works involving the partial demolition of a wall are carried out in a good and workmanlike manner, the Works will not adversely affect the structural integrity of the building or any part thereof.
- (b) in carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:
 - (i) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

- (ii) carry out the Works substantially in accordance with any required Council approval;
 - (iii) take reasonable precautions to protect all areas of the building outside the Lots from damage by the Works.
 - (iv) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
 - (v) only perform the works at the times approved by the Owners Corporation (acting reasonably);
 - (vi) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner otherwise than as approved in this by-law;
 - (vii) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
 - (viii) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within three months of their commencement.
- (c) If the approval of the Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate of the Council that the Works comply with the conditions of any approval given by Council.

23.4 Liability, Indemnity and Other Obligations

- (a) The Owner is liable for any damage caused to any part of the common property as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof.
- (c) The Owner must at the cost of the Owner, maintain the alterations and additions installed in the course of the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.
- (d) If as a result of any change of use of Lot 488, the implementation of any of the Works or the conditions of any Council consent condition, the Owners Corporation incurs any increase in any fee, charge, rates, premium or the like and all of the costs, charges and expenses of the Owners Corporation in carrying out any such work.

23.5 Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making and registering this by-law.

23.6 Right to Remedy Default

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

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

24. INSTALLATION AND KEEPING OF SIGNAGE

- (a) Despite any other by-law and on the conditions set out in this by-law, the owner for the time being of Lot 650 or if Lot 650 is sub-divided at any time, the owner of that lot formerly part of Lot 650 which contains the reception area on Level 2 in Strata Plan 61369 (the Owner shall have a special privilege in respect of the common property to install and keep illuminated and/or painted signage advertising the business conducted by or on behalf of the Owner in or from the Lot and a right of exclusive use of that part of the common property affected by the installation of the signage.
- (b) The signage authorised to be installed in this by-law may be installed on the common property:
 - (i) under the awning over the pavement in Castlereagh Street adjacent to the entrance door to Strata Plan 61369;
 - (ii) affixed to the glass entry doors to the lobby in Strata Plan 61369 from Castlereagh Street;
 - (iii) affixed to the fixed glass panels or bulkhead between the granite columns on either side of the entry to the lobby in Strata Plan 61369 from Castlereagh Street.
- (d) The signage may only be installed and kept on the common property on the condition that:
 - (i) the signage installed or proposed to be installed is of a type, material and design which is in keeping with the exterior appearance of the building;
 - (ii) prior to installing any of the signage, the Owner provides the executive committee with details of the proposed signs, including a colour depiction of the proposed signs, and obtains the approval of the executive committee, acting reasonably, to the erection of those signs;
 - (iii) the signage, once installed, does not obscure the glass door or glass panels in the entrance to the lobby in Strat Plan 61369 to an unreasonable degree;
 - (iv) the signage installed or proposed to be installed advertises the business conducted in or from the Lot to which the signage relates, and only that business;
 - (v) the Owner keeps each of the signs clean and in a state of good and serviceable repair and repairs or replaces any worn out or damaged sign as soon as practicable after the sign becomes worn out, defaced or damaged, at the cost of the Owner;
 - (vi) prior to installing any signage the Owner obtains and provides to the executive committee any necessary approval of the Council of the City of Sydney for the installation of that signage;
 - (vii) the Owner is liable for any damage caused to any part of the common property as a result of the installation and keeping of the signage and must take all such steps as

are necessary to make good that damage within a reasonable time after it has occurred.

- (e) For the avoidance of doubt, the Owner is responsible for the property maintenance of, and keeping in a state of good and serviceable repair, the signs and any pedestal or other structure installed to support the signage.
- (f) Providing the proposed signage complies with this by-law, the Owners Corporation must affix the common seal of the Owners Corporation to any required application for development consent of the Council of the City of Sydney.

25. APPROVAL OF CHANGES TO LOT 410 GARAGE

The owner of Lot 410 in Strata Plan 56443 shall be entitled to alter the wall panels and door of the garage of Lot 410 (the "Garage") to block visual access to the Garage from the common property or from any garage adjacent to the Garage on the condition that:

- (a) the work is carried out in a good and workmanlike manner in accordance with the Building Code of Australia and any relevant conditions of the Council of the City of Sydney;
- (b) the area surrounding the Garage throughout the performance of the work is kept clear and free of debris;
- (c) the work does not interfere with or damage the common property or interfere with or damage the property of any other lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, the owner of Lot 410 must rectify that damage within a reasonable time after the damage has occurred;
- (d) the alterations to the wall panels and door of the Garage must not interfere with the sprinkler or any other fire safety system and must continue to permit ventilation and circulation of air to the Garage and any adjacent garage in compliance with the Building Code of Australia and/or any regulation or instrument under the Environmental Planning and Assessment Act 1979;
- (e) the owner of Lot 410 must carry out the works to alter the wall and door panels of the Garage at the cost of that owner;
- (f) the owner of Lot 410 is responsible for the proper maintenance and keeping in a state of good and serviceable repair the wall panels and the door of the Garage and must take such action as is necessary, at the cost of that owner, to repair, maintain and replace when necessary the walls and door of the Garage so that at all times those walls and door remain in a state of good and serviceable repair; and
- (g) the owner of Lot 410 is liable to the owners corporation for the costs of registration of this by-law.

26. NO SMOKING

26.1 Definition/Interpretation

In this by-law "**Smoke**" and "**Smoking**" means the practice of inhaling or digesting the fumes from the burning of tobacco or any method and includes, without limitation, smokeless substances.

26.2 No Smoking

- (a) An Owner or Occupier of a Lot must not smoke or allow smoking within the Lot or within the Common Property.
- (b) The Owner or Occupier of a Lot must not allow any invitee to the Lot to smoke nor permit smoking within the Lot or within the Common Property.

27. NOISE

27.1 Grant of Power

In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Strata Management Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate noise transmission in the Common Property and within a Lot.

27.2 Definitions & Interpretation

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

- (a) **Electrically Amplified Sound Equipment** means any electrical or battery powered device that can be used to make or amplify sound including television sets and home entertainment systems.
- (b) **Heat Pump Water Heater** means a device that heats water using the energy generated from the compression of a gas.
- (c) **Power Tool** means any of the following:
 - (i) a powered garden tool (that is, a tool powered by a petrol engine or an electric motor), including a lawn mower, a lawn trimmer, a blower or sweeper, a garden mulcher, an edge-cutter or a chipper or shredder,
 - (ii) an electric power tool (including battery-operated power tools),
 - (iii) a pneumatic power tool,
 - (iv) a chainsaw,
 - (v) a circular saw,
 - (vi) a gas or air compressor.
- (d) **Special Event** means an irregular or one-off social, cultural, business or other type of unique activity, occurring for a limited or fixed duration.

27.3 Restrictions on Noise

- (a) An Owner or Occupier of a Lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.
- (b) An Owners or Occupier of a Lot must not permit an invitee to create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

- (c) In addition to the obligations under clauses (a) and (b) and of this by-law, an Owner or Occupier of a Lot must not emit or permit an Invitee to emit from a Lot or the Common Property noise that can be heard within a habitable room in a Lot (regardless of whether any door or window to that room is open) of the type and during the times set out in the following table:

Type	Time Restriction
Musical instrument or Electrically Amplified Sound Equipment	12.00am – 8.00am (Friday, Saturday or day before a public holiday) 10.00pm – 8.00am (every other day)
Power Tool	All day (Sunday or public holiday) 5.00pm – 9.00am (Saturday) 8.00pm – 7.00am (every other day)
Air-conditioner or Heat Pump Water Heater	10.00pm – 8.00am (Saturday, Sunday or public holiday) 10.00pm – 7.00am (every other day)
Motor vehicles (except when entering or leaving premises)	8.00pm – 8.00am (Saturday, Sunday or public holiday) 8.00pm – 7.00am (every other day)
Shouting, yelling, stomping or running on floorboards, or other similar activities	11.00pm – 7.00am (Monday to Friday) 12.00am – 7.00am (Saturday and Sundays)

- (d) An Owner or Occupier of a Lot can make an application on two (2) weeks' prior written notice to the Owners Corporation or Strata Committee to be exempted from the noise restrictions under (c) of this by-law for a Special Event.
- (e) The Owners Corporation or Strata Committee shall not unreasonably refuse consent to an application made pursuant to clause (d) of this by-law, however the Owners Corporation or Strata Committee at its absolute discretion may impose such conditions on the Owner or Occupier of a Lot as are reasonably necessary to prevent any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot.
- (f) An approval provided pursuant to clause (e) of this by-law does not override obligations or restrictions on an Owner, Occupier or Invitee by law or as determined or set by any Authority.
- (g) An Owner and Occupier shall indemnify and keep indemnified the Owners Corporation from any loss, demands, damages, claims, costs, expenses, fees, fines or penalties incurred or suffered by or claimed against the Owners Corporation in relation to or arising from noise created by the Special Event the subject of the approval under clause (e) of this by-law.

27.4 Enduring Obligations

An Owner or Occupier of a Lot must comply with any reasonable directions of the Owners Corporation, Strata Committee or strata managing agent in relation to an obligations under this by-law.

28. PARKING OF VEHICLES IN SCHEME

28.1 Grant of Power

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Strata Management Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to car parking subject to the conditions under clause 28.2 as follows:

- (a) the power to regulate the use of the Common Property and the Visitor Parking Area for parking of motor or other vehicles;
- (b) the power to wheel clamp motor or other vehicles parked or left in contravention with this by-law;
- (c) the power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention of this by-law; and
- (d) the power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the parcel or wheel clamped.

28.2 Conditions

- (a) The Owner or Occupier of a Lot shall not cause or permit at any time any of the following:
 - (i) the Owner or Occupier of a Lot to park or stand a motor or other vehicle upon the Common Property;
 - (ii) a Visitor to park or stand a motor or other vehicle upon the Common Property;
 - (iii) the repair, or allow to be repaired, a motor or other vehicle upon Common Property;
 - (iv) the leasing or hiring of any parking space comprised in a Lot or any other area to which the Owner or Occupier of a Lot has a right of use to a person other than an Owner or an Occupier of a Lot; or
 - (v) a vehicle to be driven on or through the Common Property at a speed greater than 5 kilometres per hour,

except with the prior written approval of the Owners Corporation.

- (b) An Owner or Occupier of a Lot can make an application on two (2) weeks' prior written notice to the Owners Corporation or Strata Committee to be exempted from the restriction(s) under clause 28.2(a).
- (c) The Owners Corporation or Strata Committee shall not unreasonably refuse consent to an application made pursuant to clause 28.2(b), however the Owners Corporation or Strata Committee at its absolute discretion may impose such conditions on the Owner or Occupier

of a Lot as are reasonably necessary in relation to the parking or standing of a motor or other vehicle upon the Common Property.

- (d) The Owners Corporation, Strata Committee or strata managing agent, for the purpose of the control, management and use of the Common Property and Visitor Parking Area and particularly the parking or standing of motor or other vehicles upon the Common Property, may:
 - (i) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Common Property;
 - (ii) remove any motor or other vehicle parked or standing in or on the Common Property in contravention of this by-law;
 - (iii) apply wheel clamp(s) to motor or other vehicles parked or standing in or on the Common Property in contravention of this by-law;
 - (iv) install signage on the Common Property of the effect of this by-law and placing limitations on the standing or parking of motor or other vehicles;
 - (v) place a notice on or about the windscreen of any motor or other vehicle parking or standing in or on the Common Property in contravention of this by-law or any resolution of the Owners Corporation or Strata Committee under this by-law; and
 - (vi) take such further action consistent with this by-law as is lawful, reasonable or necessary in order to regulate or restrict the parking of motor or other vehicles in or on the Common Property.
- (e) If the Owners Corporation erects signage regulating the parking or standing of motor or other vehicles in or on the Common Property, every Owner and Occupier must:
 - (i) abide by the terms on those signs;
 - (ii) ensure their employees, tradespersons, contractors and Visitors abide by the terms on those signs.
- (f) An Owner or Occupier of a Lot is liable for a breach by their employees, tradespersons, contractors and Visitors of the terms on signage erected in accordance with this by-law or for any other breach of this by-law.

28.3 Enduring Obligations

An Owner or Occupier of a Lot:

- (a) must comply with the terms of this by-law and any approval or directions of the Owners Corporation, the Strata Committee or strata managing agent given under this by-law in respect of parking upon the Common Property;
- (b) must ensure that its Visitors, employees, contractors, tradespersons, removalists or the like comply with this by-law;
- (c) agrees that by parking a motor or other vehicle (or allowing a vehicle to be parked) upon the Common Property in contravention of this by-law or the terms on any signage erected on the Common Property, that Owner or Occupier consents to the removal or wheel

clamping of the vehicle under the terms contained in clause 28.2 and Sections 651B and 651C of the *Local Government Act 1993*; and

- (d) who has parked or stood a motor or other vehicle upon the Common Property in contravention of this by-law or is liable for the breach of this by-law by their employees, tradespersons, contractors and Visitors under clause 28.3(b), hereby:
 - (i) indemnifies and keeps indemnified the Owners Corporation for the costs incurred by the Owners Corporation of wheel clamping, removing and storing the motor or other vehicle;
 - (ii) acknowledges an agreement pursuant to section 651C(2)(d) of the *Local Government Act 1993* has been made and is in force; and
 - (iii) indemnifies and shall keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to action to wheel clamp, remove or store the motor or other vehicle under clause 28.2.

29. OBSTRUCTION OF COMMON PROPERTY

29.1 Restrictions on obstruction of Common Property

- (a) An Owner or Occupier of a Lot must not obstruct the lawful use of Common Property by any person.
- (b) An Owner or Occupier of a Lot must not permit an invitee to obstruct the lawful use of Common Property by any person.

30. BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES

30.1 Restrictions on children playing on Common Property

- (a) An Owner or Occupier of a Lot must not permit any Child over whom the Owner or Occupier has custody or control to play on Common Property or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, pools, gym, or other area of possible danger or hazard to Children.
- (b) An Owner or Occupier of a Lot who permits a Child or Children to play on the Common Property in breach of clause (a) hereby indemnifies and shall keep indemnified the Owners Corporation from any claim, loss or damage caused by, arising from or relating to that breach.

31. TRANSPORTATION OF GOODS

31.1 Definitions and Interpretation

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

- (a) **Approved Form** means the form attached at **Annexure A** or as the Strata Committee may otherwise approve from time to time.
- (b) **Bond** means the refundable bond paid to the Owners Corporation in the amount of \$500.00 (or such other amount reasonably determined by the Owners Corporation or Strata Committee from time to time).

- (c) **Goods** means any furniture, large object or crates, boxes and the like which contain any furniture, large object, equipment or supplies but does not include small items that are able to be carried by a single person by hand and unaided.

31.2 Conditions

- (a) For the purposes of this by-law the Owner is liable for any Occupier, tenant or Invitee who transports Goods through the Common Property.
- (b) An Owner or Occupier of a Lot must:
- (i) notify the Owners Corporation that Goods are to be transported through the Common Property and provide it with the Approved Form and Bond fourteen (14) days prior to the transportation of Goods;
 - (ii) ensure the transportation of any Goods is supervised by the Owner, Occupier or a person nominated by the Owners Corporation;
 - (iii) comply with the directions of the Owners Corporation, Strata Committee or nominee of the Owners Corporation in respect of the transportation of the Goods;
 - (iv) ensure that any tradesperson, delivery company, removalist, representative, Invitee or the like comply with the terms of this by-law or any direction given by the Owners Corporation, Strata Committee or nominee of the Owners Corporation under this by-law;
 - (v) only use a removalist vehicle (such as a truck or large van) when moving into or out of property Lot, or when acquiring or discarding Goods of a size that cannot reasonably be moved by a car or smaller vehicle, including but not limited to, beds, tables, or the boxes containing the same;
 - (vi) use only the lift(s) nominated by the Owners Corporation;
 - (vii) unless otherwise directed by the Owners Corporation, strata managing agent or building manager only carry out the transportation of Goods through the Common Property between 9.00am and 6.00pm Monday to Saturday;
 - (viii) obtain the written consent of the Owners Corporation or the Strata Committee if transportation of Goods through the Common Property is required outside the times referred to in clause 31.2(b)(vi);
 - (ix) ensure that the Common Property is left in a clean and tidy state after the transportation of the Goods to the reasonable satisfaction of the Owners Corporation, Strata Committee or nominee of the Owners Corporation; and
 - (x) ensure that the transportation of the Goods does not interfere with or damage the Common Property or the property or any other Owner or Occupier and if this occurs the Owner or Occupier must rectify that interference or damage within a reasonable period of time, at their own cost.
 - (xi) If a removalist vehicle such as a truck is not required to move an item, that item can be moved into or out of the property at any time.
- (c) Where there is any damage caused to the Common Property by the transportation of Goods, the Owners Corporation may do the follows:

- (i) notify that Owner of the damage;
 - (ii) provide that Owner with quotations to carry out the repairs to the damage caused;
 - (iii) instruct contractors or agents to effect the requisite repairs and recover from the Owner or Occupier the cost of those repairs; and
 - (iv) deduct the amount of the damage from that respective Owners' Bond.
- (d) The Bond paid will be refunded to the Owner or the Occupier at the conclusion of the moving in or out, as the case may require, less any amounts required to rectify any damage caused to the Common Property.

31.3 Enduring Obligations

- (a) An Owner or Occupier:
- (i) must comply with any approval or directions of the Owners Corporation, Strata Committee or nominee of the Owners Corporation given under this by-law;
 - (ii) remains liable for any damage to Lot or Common Property in relation to, caused by or arising out of the transportation of the Goods whether it is undertaken by the Owner, the Owner's invitee; and
 - (iii) must indemnify and keep indemnified the Owners Corporation from any claim, loss, damage, costs, fees and expenses incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the transportation of the Goods including in respect of the property of an Owner or Occupier.
- (b) If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law the Owners Corporation may:
- (i) carry out all work necessary to perform that obligation; and
 - (ii) recover as a debt the costs of such work.
- (c) Any amount recoverable against an Owner or Occupier of a Lot are due and payable by the Owner or Occupier at the end of one (1) month from the Owners Corporation serving notice on the Owner or Occupier of said amount.
- (d) Any amount recoverable against an Owner or Occupier of a Lot under this by-law bears simple interest at an annual rate of 10% one (1) month from the date the amount is due and payable.
- (e) The Owners Corporation may recover as a debt any amount recoverable against an Owner or Occupier of a Lot if not paid at the end of one (1) month after the amount(s) is due and payable together with any interest thereon and costs and expenses of the Owners Corporation incurred in recovering that amount.
- (f) An Owner or Occupier of a Lot shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or Occupier failing to comply with this by-law.

ANNEXURE A

STRATA PLAN NO 56443

TRANSPORTATION OF GOODS APPLICATION FORM

Use this form if you wish to move in/out of the building. This form is to be construed according to the conditions outlined in the BY-LAW NO. < > FOR TRANSPORTATION OF GOODS.

I, _____ (Owner/Occupier) of Unit _____, hereby notify The Owners – Strata Plan No 56443 that the following shifting activity shall take place at _____ / _____ from the stated unit: -

- Move In
- Move Out
- Delivery of new item (please attach a copy of purchased item receipt)
- Others (please specify): _____

Contact No. (Home) _____ (Office) _____ (Mobile) _____

Details of the above activity shall be as following:-

Date(s): _____ Type of vehicle: _____

Time of arrival: _____ Duration required: _____ hours

Size / weight (lorry): _____

Important: Move in or out of the building is restricted to Monday to Saturday – 9.00am to 6.00pm (or other time approved by the Owners Corporation or Strata Committee in writing).

Terms and Conditions

- Only a complete application form will be accepted by the Owners Corporation.
- Applicants should submit to the Owners Corporation the application (14) days in advance before activities begin.
- The Owners Corporation will not consent to the use of removalist vehicles and will reject any application for the use of the same if the items proposing to be shifted could reasonably be transported by car or smaller vehicle.
- Monetary Bond must be provided to the Owners Corporation in the form of a cheque for \$500 made out to “The Owners – Strata Plan No 56443”.

- Deposit will be refunded if the Owners Corporation is satisfied after checking for any damage and cleanliness.
- Permissible hours for shifting in or out only within 9.00am to 6.00pm Monday – Saturday.
- The Owners Corporation is not responsible for any incident of loss, damage, theft or other mishap found during or after the transaction.

I hereby:

- understand that the entire waste disposal should not be thrown on or around the Common Property and the Owners Corporation reserves a right to forfeit against my deposit shall the rules and regulations be breached; and
- warrant that I have read Special By-Law No. < > for Transportation of Goods and agree to comply with all of the conditions and limitations imposed thereby.

.....

Signature:

(Occupier)

Name:

Address:

Date:

.....

Signature:

(Owner)

Name:

Address:

Date:

.....

(For Office Use Only)

Received by (Management staff): _____ Date: _____

Amount of deposit received: _____ Official Receipt No.: _____

.....

32. KEEPING OF ANIMALS

32.1 Definitions and Interpretation

In this by-law, unless the context otherwise requires **Assistance Animal** means:

- (a) an animal referred to in section 139(5) of the Strata Management Act; or
- (b) an assistance animal as defined in the *Companion Animals Act 1998*.

32.2 Conditions

- (a) An Owner or Occupier of a Lot must not keep any animal on Lot or Common Property except for an Assistance Animal.
- (b) Notwithstanding clause 32.2(a) an Owner or Occupier of a Lot who has received consent from the Owners Corporation prior to this by-law being made shall be entitled to keep that animal on the Lot or the Common Property for the life of that particular animal subject to the conditions below (an Approved Animal).
- (c) An Owner or Occupier of a Lot must not allow any Invitee to bring any animal onto Lot or Common Property except for an Assistance Animal.
- (d) In respect to an Approved Animal or an Assistance Animal, the Owner or Occupier of a Lot shall:
 - (i) keep the animal in compliance with the *Companion Animals Act 1998* (where applicable);
 - (ii) keep the animal within the boundaries of their Lot;
 - (iii) carry the animal when it is on the Common Property unless the Owner or Occupier suffers from a disability where it is necessary for the animal to assist the Owner or Occupier enter, exit or pass over Lot or Common Property;
 - (iv) take such action as necessary to promptly clean all areas of the Lot and Common Property that are soiled by the animal including by making use of, where applicable, a soiling bag which must properly and hygienically be disposed of in a non-offending manner that prevents the emission of odour;
 - (v) ensure that the animal is microchipped (where required by law) and is wearing an identification tag or collar containing the contact details of its Owner at all times;
 - (vi) prevent the animal from roaming freely on the Common Property;
 - (vii) ensure that any product arising from the disposal of food and litter waste is securely packaged to limit:
 - (A) odours occurring in the receptacles for garbage; and
 - (B) the attraction of vermin or other pests to the Common Property, including the area designated for the storage of receptacles for garbage;
 - (viii) comply with any directions of or guidelines as may be published by an Strata Committee or Owners Corporation from time to time;
 - (ix) do all acts and things necessary to:

- (A) ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an Owner or Occupier of another Lot or of any person lawfully using the Common Property; and
 - (B) clean all areas of Lot or Common Property that are soiled by the animal; and
 - (x) remain liable for any damage to Lot or Common Property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the keeping of the animal including any injury to any person, and damage to Lot or Common Property.
- (e) In addition to the conditions in clause 32.2(d), the Owners Corporation may impose any other reasonable conditions on an Approved Animal or Assistance Animal.
 - (f) In relation to an Approved Animal, if an Owner or Occupier of a Lot does not comply with any obligation under the by-law or any condition imposed by the Owners Corporation, then the Owners Corporation may (at its absolute discretion) revoke any consent given and give notice of such revocation to the Owner or Occupier.
 - (g) If any consent to keep an Approved Animal is revoked by the Owners Corporation then the Owner and/or Occupier of a Lot shall remove the animal within 7 days from the date that a written notice is given to the Owner or Occupier by the Owners Corporation.
 - (h) Any consent can be modified, amended, revoked or rescinded by a meeting of the Owners Corporation or Strata Committee.

33. SWIMMING POOL

- (a) In this by-law “**the pool**” refers to the pool, the spa, the sauna and the pool area, within the parcel.
- (b) The Owner or Occupier of a Lot shall not use nor allow the use of the pool between 10pm and 6am.
- (c) The Owner or Occupier of a Lot shall not allow the use of the pool by their invitees except when accompanied by the Owner or Occupier.
- (d) The Owner or Occupier of a Lot shall not do any of the following, nor allow them to be done, in the pool:
 - (i) smoking, eating or drinking;
 - (ii) consuming alcohol;
 - (iii) using bottles or glass;
 - (iv) running, jumping or diving;
 - (v) using balls, boogie boards or large inflated object;
 - (vi) using soap, bubble bath or shampoo; and
 - (vii) nude bathing.

34. AIR CONDITIONERS

- (a) The Owner of a Lot shall maintain any air-conditioning facilities or equipment that are within the Owner's Lot and do not form part of the Common Property in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- (b) Without limiting the generality of this by-law, the Owner of a Lot shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned each month.
- (c) If an Owner of a Lot fails to comply with this by-law the Owners Corporation may:
 - (i) demand that the defaulting Owner do certain acts or things to remedy the default;
 - (ii) by itself or its agents, employees or contractors, enter upon the Owner's Lot to carry out all work necessary to perform that obligation; and
 - (iii) recover from the Owner any fees, costs and expenses incurred by the Owners Corporation under clause 34(c)(ii);
 - (iv) recover from the Owner or Occupier any fees, costs and expenses incurred in enforcing this by-law.

35. ADVERTISING ON COMMERCIAL PREMISES

The Owner or Occupier of a commercial Lot in the Strata Scheme shall be entitled to place only one (1) sign advertising the availability of the commercial premises for lease or sale.

36. NON-EXCLUSIVE LICENCE

The Owners Corporation may, pursuant to special resolution, execute a deed or agreement granting a third party a non-exclusive licence to use part of the Common Property.

37. NON-USE OF RESIDENTIAL LOTS

37.1 Preamble

- (a) Strata Plan No 56443 is subject to Development Consent No D/DB/96/00724 P dated 11 May 1999 issued by the Sydney of City Council (the **Development Consent**). Clause 6 of the Development Consent is in the following terms:

6. *The following restriction applies to buildings approved for residential use:*

- (a) *The nominated residential component of the development must be used for permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, tourist accommodation or the like, other than in accordance with the "Residential Development Policy for the City Centre, adopted 10 December 1993".*

.....

- (c) *All units approved for permanent residential accommodation must be either own occupied or occupied by a tenant with a residential lease under the Residential Tenancy Act, 1987. A certificate signed by the Owner or body corporate (if the*

development is strata subdivided) or a solicitor (holding a current certificate to practice), must be forwarded to Council within 12 months of the completion of the development, and every 12 months thereafter, certifying that all units approved for Residential Development are either Owner occupied or are subject to residential leases under the Residential Tenancy Act 1987.

- (b) In addition to the Development Consent, at the time of registration of Strata Plan No 56443 an instrument was registered pursuant to Section 88E of the *Conveyancing Act 1919* (NSW) setting out terms of positive covenants and restrictions on the use of land to which Strata Plan No 56443 was subject (the **Section 88E Instrument**).

- (c) Clause (a) of the Section 88E Instrument is in the following terms:

The residential apartments within the building constructed pursuant to Council's Notice of Determination of Development Application dated 23 December, 1996 No. 296-000724 and associated Building Approval shall be used and occupied only as "Residential Development" as defined in the "Residential Development Policy for the City Centre" adopted 12 August 1993 and amended 20 January 1994 and not for any other purposes.

- (d) In addition to clauses 37.1(a), 37.1(b) and 37.1(c), the purpose of this by-law is to:
- (i) provide additional notice of the restriction on use of Residential Strata Lots in Strata Plan No 56443 contained in the Development consent and Section 88E Instrument;
 - (ii) ensure the Owners Corporation is able to comply with the condition 6(c) of the Development Consent requiring it to certify to Council on an annual basis that all Residential Lots are Owner occupied or the subject of residential leases under the *Residential Tenancies Act 2010* (NSW);
 - (iii) ensure Owners and Occupiers do not use Residential Lots or the Common Property in a way that is detrimental to the Owners Corporation or the safety of other Owners and Occupiers;
 - (iv) empower and supplement the Owners Corporation's powers to ensure that the Owners Corporation, Owners and Occupiers in Strata Plan No 56443 comply with their lawful obligations in the manner in which they use the Common Property and Residential Lots.

37.2 Definitions and Interpretation

For the purposes of this by-law, unless the context otherwise requires:

- (a) **BCA** means the Building Code of Australia.
- (b) **Building** means the buildings situated at 414-418 Pitt Street, Haymarket NSW 2000.
- (c) **Permanent Residential Accommodation** means the use of a Residential Lot in compliance with Clause 52 of the Amended Development Consent and Clause 2 of the Section 88B Instrument;
- (d) **Residential Lot** means the Lots specified in Schedule A hereto.
- (e) **Serve or Service** means service in accordance with Part 14 of the Strata Management Act.
- (f) **Strata Managing Agent** means the strata managing agent for the Owners Corporation from time to time as determined by it.

37.3 Conditions

- (a) An Owner or Occupier of a Lot may only use Residential Lots or permit Residential Lots to be used:
 - (i) for Permanent Residential Accommodation; or
 - (ii) for a use:
 - (A) permitted without requiring consent or that constitutes Complying Development or Exempt Development under the zone applicable to the Building under the *Sydney Local Environmental Plan 2012*; or
 - (B) permitted with consent under the zone applicable to the Building under the *Sydney Local Environmental Plan 2012*, but only if that consent has been granted by Council or any other relevant consent authority and only in accordance with the conditions of that consent; and
 - (iii) where no more than the maximum number of two (2) persons per bedroom shall occupy the Residential Lot.
- (b) Without limiting sub clause (a), an Owner or Occupier of a Lot shall not use a Residential Lot or permit a Residential Lot to be used for a purpose that:
 - (i) is a prohibited use under the zone applicable to the Building under the *Sydney Local Environmental Plan 2012*;
 - (ii) is a permitted use requiring consent under the zone applicable to the Building under the *Sydney Local Environmental Plan 2012* where no such consent has been granted by Council or any other relevant consent authority;
 - (iii) any occupancy, including but not limited to lease, licence or agreement, that is not a Residential Tenancy Agreement under the *Residential Tenancies Act 2010* (NSW) or to which the *Residential Tenancies Act 2010* (NSW) does not apply;
 - (iv) is a use prohibited by law;
 - (v) is not in accordance with the conditions of the development consent;
 - (vi) is not in accordance with the provisions of the BCA; or
 - (vii) contravenes the essential safety of the building including, but not limited to, fire evacuation requirements.
- (c) An Owner of a Lot must at the time of entering into any agreement or permitting the occupation of a Residential Lot by anyone other than the Owner:
 - (i) provide a copy of this by-law to the other person; and
 - (ii) not permit a person other than the Owner to occupy the Residential Lot unless that person has:
 - (A) agreed in writing to comply with this by-law; and
 - (B) sent a notice to the Owners Corporation acknowledging and agreeing to comply with this by-law.
- (d) An Occupier of a Lot must at the time of first occupying a Residential Lot:

- (i) agree in writing to comply with this by-law; and
 - (ii) sent a notice to the Owners Corporation acknowledging and agreeing to comply with this by-law.
- (e) The Owners Corporation, Strata Committee or Strata Managing Agent may serve a notice to an Owner or Occupier of a Lot requiring that person to provide the following:
- (i) evidence sufficient to prove the Residential Lot(s) so owned or occupied is for a use permitted under sub clause (a); and
 - (ii) evidence sufficient to prove the Residential Lot(s) so owned or occupied is not for a use prohibited by sub clause (b).
- (f) An Owner or Occupier of a Lot who receives notices in accordance with sub clause (e) must comply with that notice and serve a written response to the Owners Corporation within 14 days of service of that notice.
- (g) A failure to comply strictly with sub clause (f) is:
- (i) a breach of this by-law irrespective of whether or not the Owner or Occupier of a Lot has complied with any other item of this by-law; and
 - (ii) deemed to be reasonable grounds for an Owners Corporation, Strata Committee or Strata Managing Agent believes a Residential Lot is not being used in accordance with sub clauses (a) or (b) for the purposes of sub clause (h).
- (h) If on reasonable grounds the Owners Corporation, Strata Committee or Strata Managing Agent believes a Residential Lot is not being used in accordance with sub clause (a) or (b), the Owners Corporation, Strata Committee or Strata Managing Agent may, without limitation to any other steps that may be taken, serve a notice on an Owner or Occupier of a Lot to:
- (i) comply with this by-law; and/or
 - (ii) within 7 days of service of that notice serve a written response on the Owners Corporation providing:
 - (A) evidence sufficient to prove the Residential Lot(s) so owned or occupied is being used for a use permitted under sub clause (a); and
 - (B) evidence sufficient to prove the Residential Lot(s) so owned or occupied is not being used for a use prohibited by sub clause (b).
- (i) An Owner or Occupier of a Lot who receives notice in accordance with sub clause (h) must comply strictly with that notice.
- (j) An Owner or Occupier of a Lot who has been issued with more than 2 notices under sub clause (h) within a 12 month period is deemed to have failed to comply with this by-law for the purposes of sub clause (k) and (l).
- (k) If an Owner or Occupier of a Lot fails to comply with sub clause (i) or is deemed to have failed to comply with this by-law under sub clause (j), the Owners Corporation, Strata Committee or Strata Managing Agent may do any one or more of the following:

- (i) without notice deactivate or cancel any security keys, fobs, access cards or access other devices provided by the Owners Corporation to the Owner or Occupier to access the Common Property;
 - (ii) service a notice on the Owner or Occupier specifying the costs, fees and expenses incurred by the Owners Corporation in enforcing this by-law;
 - (iii) refuse to reactivate or reinstate any security keys, fobs, access cards or other devices provided by the Owners Corporation to access the Common Property until such time as the Owner or Occupier has provided:
 - (A) evidence sufficient to prove the Residential Lot(s) so owned or occupied is being used for a use permitted under sub clause (a);
 - (B) evidence sufficient to prove the Residential Lot(s) so owned or occupied is not being used for a use prohibited by sub clause (b); and
 - (C) payment of any costs, fees and expenses incurred by the Owners Corporation's in enforcing this by-law; and
 - (iv) refer the Owner or Occupier to Council or any other relevant authority.
- (l) In addition to sub clause (k), if an Owner or Occupier of a Lot fails to comply with any obligation under this by-law the Owners Corporation may:
- (i) request, in writing, that the Owner or Occupier comply with the terms of it;
 - (ii) serve a notice on the Owner or Occupier pursuant to section 146 of the Strata Management Act;
 - (iii) take any other action against the Owner or Occupier which it is entitled to take pursuant to the Strata Management Act or this by-law (including, where applicable, commencing legal proceedings); and
 - (iv) recover its cost, fees and expenses incurred in enforcing this by-law on the Owner or Occupier.
- (m) For the purposes of clauses 37.3(a)(ii), 37.3(k)(iii)(C) and 37.3(l)(iv):
- (i) the Strata Committee or Strata Managing Agent may serve on the Owner or Occupier of a Lot a certificate stating the costs, fees and expenses incurred by the Owners Corporation;
 - (ii) a certificate issued in accordance with sub-paragraph (a) shall be conclusive proof of the costs, fees and expenses incurred by the Owners Corporation; and
 - (iii) the amount contained in a certificate issued under this clause is due and payable within one (1) month of service of said certificate.
- (n) Any amount recoverable against an Owner or Occupier of a Lot are due and payable by the Owner or Occupier at the end of one (1) month from the Owners Corporation serving notice on the Owner or Occupier of said amount.
- (o) Any amount recoverable against an Owner or Occupier of a Lot under this by-law bears simple interest at an annual rate of 10% one (1) month from the date the amount is due and payable.

- (p) The Owners Corporation may recover as a debt any amount recoverable against an Owner or Occupier of a Lot if not paid at the end of one (1) month after the amount(s) is due and payable together with any interest thereon and costs and expenses of the owns corporation incurred in recovering that amount.
- (q) An Owner or Occupier of a Lot shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or Occupier failing to comply with by-law.

SCHEDULE A – RESIDENTIAL LOTS

Castlereagh Tower – Residential Lots									
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38. FIRE SAFETY MEASURE

38.1 Definitions and Interpretation

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

- (a) **Emergency** means a serious and unexpected situation that is dangerous or a threat to the health or safety of a person requiring immediate action.
- (b) **Emergency Services** means the ambulance service, the police or fire brigade, or any member of the ambulance service, the police or fire brigade.
- (c) **Fire Safety Measures** means the fire safety measures (including any item of equipment, form of construction or fire safety strategy) implemented in the building to ensure the safety of persons using the building in the event of fire. Fire safety measures includes but is not limited to:
 - (i) access panels, doors and hoppers to fire resistant shafts;
 - (ii) automatic air pressurizing systems;
 - (iii) automatic smoke detection and alarm systems;
 - (iv) automatic fail safe device to exit doors;
 - (v) automatic fire suppression sprinklers;
 - (vi) emergency lighting;
 - (vii) emergency lifts;
 - (viii) emergency warning and intercommunication system;
 - (ix) exit signs;
 - (x) fire seals protecting openings to the fire resisting components of the building;
 - (xi) fire control room;
 - (xii) fire dampers;
 - (xiii) fire doors;
 - (xiv) fire hose reels systems;
 - (xv) fire hydrant systems;
 - (xvi) lift landing doors;

- (xvii) lightweight fire resistive construction;
- (xviii) mechanical air handling system;
- (xix) portable fire extinguishers;
- (xx) smoke control systems;
- (xxi) standby alone power system;
- (xxii) wall wetting sprinklers and drencher systems;
- (xxiii) warning and operational signs;
- (xxiv) cornices located on both sides of the intersection of a fire resisting wall and fire resisting floor bounding a residential unit or fire resisting floor bounding a residential unit or fire resisting shaft that is provided in lieu of protecting that intersection with an approved fire resisting material.

38.2 Conditions

- (a) For the avoidance of doubt, this by-law applies to all Fire Safety Measures installed prior to and after this by-law.
- (b) An Owner or Occupier of a Lot shall:
 - (i) at all times, comply with all directions, orders, notices and requirements of any Authority and the Owners Corporation relating to Fire Safety Measures;
 - (ii) notify the Owners Corporation in the event of any malfunction or faulty operation of any Fire Safety Measures;
 - (iii) notify and cause fire safety contractors to disable Fire Safety Measures servicing an Owner's Lot when undertaking renovation works the Lot and Common Property, at the Owner's cost;
 - (iv) not use the fire stairs or other emergency exits except in the case of an Emergency.
- (c) If an Owner or Occupier of a Lot fails to comply with this by-law or a direction, order, notice and requirement of any Authority or the Owners Corporation, the owns corporation may:
 - (i) demand that the defaulting Owner or Occupier do certain acts or things to remedy the default;
 - (ii) by itself or its agents, employees or contractors, enter upon the Owner's Lot to carry out all work necessary to perform that obligation; and
 - (iii) recover from the Owner any fees, costs and expenses incurred by the Owners Corporation under clause 38.2(c)(ii);
 - (iv) recover from the Owner or Occupier any fees, costs and expenses incurred in enforcing this by-law.
- (d) If:
 - (i) an Owner or Occupier of a Lot causes Emergency Services to attend upon the Common Property or Lot property;

- (ii) the Emergency Service(s) after attending the Common Property or Lot property determines the attendance to be caused by a false alarm; and
- (iii) the Emergency Service(s) charges the Owners Corporation for a false alarm, the Owner or Occupier of a Lot is to pay the Owners Corporation the amount charged to it by the Emergency Service(s).
- (e) An amount recoverable against an Owner or Occupier of a Lot under this by-law is due and payable by the Owner or Occupier at the end of one (1) month from the Owners Corporation serving notice on the Owner or Occupier of said amount.
- (f) Any amount recoverable against an Owner or Occupier of a Lot under this by-law bears simple interest at an annual rate of 10% one (1) month from the date the amount is due and payable.
- (g) The Owners Corporation may recover as a debt any amount recoverable against an Owner or Occupier of a Lot if not paid at the end of one (1) month after the amounts is due and payable together with any interest thereon and costs and expenses of the Owners Corporation incurred in recovering that amount.
- (h) An Owner or Occupier of a Lot shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or Occupier failing to comply with this by-law.

39. ACCESS CARDS

39.1 Definitions and Interpretation

Definitions

- (a) For the purposes of this by-law, unless the context otherwise requires:
 - (i) **Access Card** means any key or card including electronic fobs and electronic swipe cards utilised for gaining access to areas of the Common Property which is either a:
 - (A) permanent Access Card for an Owner or Occupier; or
 - (B) temporary Access Card for an Invitee.
 - (ii) **Bond** means:
 - (A) For an Owner of a Lot, the amount determined at a general meeting of the Owners Corporation
 - (B) For an Occupier of a Lot, the amount determined at a general meeting of the Owners Corporation; or
 - (C) such other amount as incurred or determined by the Strata Committee or Owners Corporation from time to time pursuant to this by-law.
 - (iii) **Building Manager** means the building manager for the Owners Corporation from time to time as determined by it.
 - (iv) **Invitee** means a person, not being an Owner or Occupier of a Lot, invited, requested or permitted on to the parcel by an Owner or Occupier.

- (v) **Remote Control** means any transmitting device utilised for gaining access to a garage.
- (vi) **Residential Lot** means the Lots specified in Schedule A hereto.
- (vii) **Residential Tenancy Agreement** means a residential tenancy agreement under the *Residential Tenancies Act 2010* (NSW).
- (viii) **Service** means service in accordance with section 264 of the Strata Management Act.
- (ix) **Strata Managing Agent** means the strata managing agent for the Owners Corporation from time to time as determined by it.

Interpretation

- (b) In this by-law, unless the context otherwise requires:
 - (i) references to environmental planning instruments, development control plans or any other instrument by or under whatever authority made pursuant to the *Environmental Planning and Assessment Act 1979* (and amendments or replacements of that act) includes references to amending and replacing environmental planning instruments, development and control plans or any other instrument by or under whatever authority made pursuant to the *Environmental Planning and Assessment Act 1979* (and amendments or replacements of that Act).
- (c) No part of the definition of "Access Card" or "Remote Control" in clause (a) is intended to provide or imply that there is provision of any further rights to any person to access the Building or any areas of Lot or Common Property which they do not already have.

39.2 Restriction of access to Common Property

- (a) The Owners Corporation, acting in its absolute discretion, may:
 - (i) restrict access to any part of the Common Property; and
 - (ii) give to an Owner or Occupier of a Lot an Access Card or Remote Control to any part of the Common Property which it determines may be accessible by an Owner or Occupier;
 - (iii) make an additional number of Access Card(s) or Remote Control(s) available to an Owner or Occupier of a Lot provided that the Owners Corporation is satisfied that any additional Access Card(s) or Remote Control(s) will not be used for a purpose which contravenes this by-law or clause 37.
 - (iv) issue temporary visitor Access Card(s) to persons other than an Owner or Occupier of a Lot and place a 10 business day time limit on the use or validity of those card(s), unless it determines otherwise, and any other lawful condition it sees fit;
 - (v) permit persons issued with a temporary Access Card(s) to access the Residential Amenities, provided the Owners Corporation receives a written request outlining the reasons access should be permitted; and
 - (vi) restrict access to the Residential Amenities, ensuring that such restriction is for the good operation and security of the Strata Scheme.

- (b) Notwithstanding clause 39.2(a) the maximum number of permanent and temporary Access Cards or Remote Controls that can be issued in respect of a Lot are as follows:
 - (i) A total of six (6) Access Cards for 3 bedroom Lots;
 - (ii) A total of four (4) Access Cards for 2 bedroom Lots;
 - (iii) A total of two (2) Access Cards for 1 bedroom and studio Lots.
 - (iv) A total of one (1) Remote Control per garage.
- (c) An Access Card or Remote Control may only be used by the Owner of a Lot, Occupier of a Lot or Invitee to whom it has been issued.

39.3 Issuance of Access Card

- (a) An Owner or Occupier of a Lot must apply to an Owners Corporation for one or more Access Cards or Remote Controls in accordance with clause 39.3(a), including in respect to an replacement or additional Access Cards or Remote Controls.
- (b) An application for an Access Card(s) or Remote Control(s) for the use of an Owner or Occupier of the Lot must be in writing, signed by the Owner or Occupier and contain the following:
 - (i) the name and contact details of the Owner of the Lot;
 - (ii) the name and contact details of the Occupier(s) of the Lot;
 - (iii) the name and contact details of any managing agent of the Lot;
 - (iv) the names of all persons who will be using the Access Card or Remote Control. Such persons may only be the Owner or Occupier of the Lot;
 - (v) a warranty that no other person other than the Owner or Occupier of the Lot making the application will use the Access Card or Remote Control;
 - (vi) a warranty that the Owner or Occupier of the Lot will comply with all of the provisions of this by-law;
 - (vii) in the case of a Residential Lot, a warranty that no more than the maximum number of two (2) persons per bedroom shall occupy the Lot; and
 - (viii) if the Owner or Occupier of the Lot is the Occupier of a Residential Lot and one of the Occupiers is not the Owner, evidence sufficient to prove that the use of said Residential Lot complies with clause 37. Without limiting the evidence required, the Owner or Occupier of the Lot must provide a copy of the Residential Tenancy Agreement and the period that the Residential Lot will be occupied by someone other than the Owner.
- (c) If an Access Card or Remote Control has been issued to an Owner or Occupier of a Lot without an application containing all of the information referred to in clause 39.3(b), the Owners Corporation may serve notice on the Owner or Occupier to provide the information required.
- (d) The Owner or Occupier of a Lot must respond in writing to the Owners Corporation and provide the information and documents specified therein within 14 days of Service of a notice under clause 39.3(c).

- (e) The Owners Corporation is to keep a register of the Access Card(s) or Remote Control(s) issued. The register is to contain the information referred to in clause 39.3(b) and any further information provided by an Owner or Occupier under clauses 39.3(b) and 39.3(c) is no longer accurate or correct and provide the accurate or correct information.
- (f) Prior to issuing any Access Card or Remote Control to an Owner or Occupier of a Lot, the Owner and Occupier is to provide access to the Owners Corporation or its agents or contractors (upon reasonable notice being given by the Owners Corporation) to the Lot for the purpose of enabling the Owners Corporation to inspect the number of bedrooms which are contained within the particular Lot.
- (g) The Owners Corporation may charge the Bond for any Access Card or Remote Control issued to an Owner or Occupier of a Lot, of which amount shall be refunded to the Owner or Occupier upon the return to the Owners Corporation to the Owner or Occupier of a Lot when issuing the Access Card or Remote Control subject to any amount which may be deducted from the Bond pursuant to this by-law.
- (h) The Owners Corporation may refuse to issue an Access Card(s) or Remote Control(s) if:
 - (i) the Owner or Occupier of a Lot has not made an application under clause 39.3(b);
 - (ii) the Owner or Occupier of a Lot has not provided all of the information referred to in clause 39.3(b);
 - (iii) the number of Access Card or Remote Control issued in respect to a Lot or garage exceeds that prescribed in clause 39.2(b);
 - (iv) the Owner or Occupier of a Lot has failed to comply with clause 39.3(c);
 - (v) If on reasonable grounds the Owners Corporation, Strata Committee, Strata Managing Agent or Building Manager is of the belief that the information provided by the Owner or Occupier of a Lot is inaccurate or incorrect;
 - (vi) the Owner or Occupier of a Lot is in breach of clause 37;
 - (vii) the Owner or Occupier of a Lot has refused to provide the Owners Corporation with access to the Lot in accordance with clause 39.3(f); and
 - (viii) the Owner or Occupier of a Lot has not paid all monies due and payable to the Owners Corporation under this by-law or clause 37.
- (i) Where the Owners Corporation accepts an application for and issues an Access Card or Remote Control or replacement Access Card or replacement Remote Control to an Owner or Occupier of a Lot, the Owners Corporation may:
 - (i) include the conditions on the grant;
 - (ii) issue the first Access Card or Remote Control without charge if:
 - (A) in the case of an Owner of a Lot, an Access Card or Remote Control had not previously been issued to the Owner; or
 - (B) in the case of an Occupier of a Lot, the Access Card or Remote Control issued to a previous Occupier of the Lot has been returned to the Owners Corporation in an undamaged and functioning condition;

- (iii) charge the Owner or Occupier of a Lot a fee for the cost and administration of transferring the registration details of an Access Card or Remote Control which has previously been issued to the Owner or Occupier of a Lot or in respect to that Lot; and
- (iv) refuse to issue an Access Card or Remote Control until any fee or Bond due and payable by the Owner or Occupier of a Lot or in respect to that Lot; and
- (v) refuse to issue an Access Card or Remote Control until any fee or Bond due and payable by the Owner or Occupier of a Lot has been paid.

39.4 Conditions of Use

- (a) An Owner or Occupier of a Lot must:
 - (i) use all reasonable endeavours to avoid losing, misplacing or damaging Access Cards or Remote Control;
 - (ii) return Access Cards or Remote Controls to the Owners Corporation if an Owner or Occupier does not need them, is no longer an Owner or Occupier or otherwise transfers their title or interest in the said Lot;
 - (iii) notify the Owners Corporation immediately if they lost, misplace or damage an Access Card or Remote Control;
 - (iv) not, under any circumstances, duplicate any Access Card or Remote Control;
 - (v) not, without the written approval of the Owners Corporation, give possession of an Access Card or Remote Control to any other person;
 - (vi) if using an Access Card or Remote Control to enter a building after 2am and before 6am complete and sign any access log book maintained by the Building Manager;
 - (vii) ensure its Invitees leave the Strata Scheme or Lot by no later than 2am and not re-enter the Strata Scheme or Lot until after 6am the day following the day the Invitee first entered the Strata Scheme or Lot;
 - (viii) comply with any audit which is being conducted by the Owners Corporation in relation to the issuance of Access Cards or Remote Control; and
 - (ix) comply with reasonable instructions of the Owners Corporation about Access Cards or Remote Controls and, in particular, instructions about recoding and returning Access Cards or Remote Controls.
- (b) In addition to its powers under the Strata Management Act, the Owners Corporation has the power to:
 - (i) code Access Cards or Remote Controls so that the Access Card or Remote Control, as applicable, only provides the relevant Owner or Occupier will access to areas which that Owner or Occupier would ordinarily have the right to access;
 - (ii) re-code Access Cards or Remote Control;
 - (iii) require an Owner or Occupier of a Lot to promptly return his or her Access Cards or Remote Controls to the Owners Corporation to be re-coded;

- (iv) conduct audits of Access Cards or Remote Controls and the persons to whom they have been issued or provided;
 - (v) deduct any amount including interest which is due and payable by an Owner or Occupier of a Lot from any Bond which has been paid to it by the respective Owner or Occupier;
 - (vi) enter into agreement(s) with another person(s) (including any Building Manager, the Strata Managing Agent or any security personnel) to exercise its functions under this by-law and, in particular, to manage the security card system and provide Access Cards or Remote Controls to Owner or Occupier of a Lot. The agreement(s) may have provisions requiring Owners and Occupiers to pay an administration fee for the provision of Access Cards or Remote controls;
 - (vii) without notice deactivate an Access Card or Remote Control if the Access Card or Remote Control is used by a person other than listed on the register referred to in clause 39.3(e) or an unauthorised duplicate of the Access Card is used.
- (c) Any Owner or Occupier of a Lot must cooperate with the Owners Corporation and provide any information reasonably requested from the Owner or Occupier in respect to any step taken pursuant to clause 39.4(b).
 - (d) An Owner of a Lot has the additional obligation to ensure that their Occupier complies with clauses 39.4(a) and 39.4(c).
 - (e) An Owner or Occupier of a Lot who is given an Access Card or Remote Control:
 - (i) is liable for any costs of losing, misplacing or damaging an Access Card or Remote Control;
 - (ii) is responsible for any Access Card or Remote Control that is lost, misplaced or damaged by their invitees.
 - (f) Any copied, duplicated or replicated Access Card or Remote Control other than those issued under this by-law that is discovered to be in the possession of an Owner or Occupier of a Lot or any other person must be immediately given over to the Owners Corporation and may be deactivated by the Owners Corporation or its representatives.
 - (g) An Owner or Occupier of a Lot who loses, misplaces or damages an Access Card or Remote Control and requires the attendance of a contractor to their Lot for the purposes of replacing their Access Card or Remote Control indemnifies and shall keep indemnified the Owners Corporation against any loss or damage whatsoever including but not limited to any property damage or personal injury or death arising from or in connection with the attendance of the contractor.

39.5 Ownership Rights

- (a) The Owners Corporation has ownership of:
 - (i) any Access Card or Remote Control; and
 - (ii) any audit report, log, record or other documentation, whether in electronic form or not, relating to the administration and management of the issuance of Access Cards or Remote Controls.

39.6 Failure to comply with this by-law

- (a) If the Owner or Occupier of a Lot fails to comply with any obligation under this By-Law, then the Owners Corporation may:
 - (i) request, in writing that the Owner or Occupier comply with the terms of this By-Law;
 - (ii) enforce this by-law against the Owner or Occupier;
 - (iii) serve a notice on the Owner or Occupier pursuant to section 146 of the Strata Management Act;
 - (iv) take any other action against the Owner or Occupier which it is entitled to take pursuant to the Strata Management Act or this by-law 9 including, where applicable, commencing legal proceedings);
 - (v) recover its costs incurred in rectifying any damage to the Common Property occasioned by the Owner, Occupier or their Invitee (whichever is applicable) or in enforcing or applying the terms of this by-law, from either:
 - (A) the Owner (notwithstanding that the Occupier or Invitee of the respective Lot is in default); or
 - (B) the Occupier (if the Occupier or Invitee is in default);
 - (vi) without notice deactivate any Access Card or Remote Control or modify any lock or device where the Owner or Occupier of the Lot is using an Access Card or Remote Control and issue replacement Access Card(s) or Remote Control(s) to any Owner or Occupier of the Lot who is lawfully using an Access Card or Remote Control and is affected by the modification of any Lock or device pursuant to this provision;
 - (vii) charge the Owner or Occupier the administration cost of reactivating an Access Card or Remote Control that has been deactivated; and
 - (viii) recover from the Owner or Occupier the costs of carrying out any work referred to in clause 39.6(a)(vi) (including the issuance of new Access Card or Remote Control).
- (b) Any amount payable under this by-law is due and payable within fourteen (14) days of a notice being served by the Owners Corporation on the Owner or Occupier of a Lot.
- (c) If any amount under this by-law is not paid at the end of one (1) month after becoming due and payable the amount shall bear, until paid, simple interest at an annual rate of 10%.
- (d) The Owners Corporation may recover as a debt any costs payable by an Owner or Occupier of a Lot pursuant to this by-Law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering these amounts.

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27	57	87	117	

28	58	88	118	
29	59	89	119	
31	60	90	120	
32	61	91	121	

40. FLOOR COVERING

40.1 Conditions

- (a) An Owner 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 an Owner or Occupier of another Lot.
- (b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area tiled at the time of the registration of the strata plan.
- (c) An Owner must obtain the written consent of the Owners Corporation before changing or altering the floor finish within a Lot.
- (d) An application for consent by an Owner under clause 40.1(c) must be accompanied by the following:
 - (i) particulars and specifications of the proposed floor finish, underlay and method of installation;
 - (ii) details of the proposed flooring contractor including the agreement with the contractor, the contractor's licence and the contractor's insurance; and
 - (iii) a report from a qualified acoustic engineer containing the following:
 - (A) an analysis of the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation;
 - (B) an opinion on whether the proposed floor finish will increase the extent of sound transmission, including impact noise, into another Lot following installation;
 - (C) certification that the proposed floor finish after installation in the Lot is not likely to breach clause 40.1(a).
- (e) An Owners Corporation must not unreasonably refuse its consent to an application by an Owner to change or alter the floor finish within that Owner's Lot.
- (f) Subsequent to the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the Owners Corporation may require, and if it does so, the Owner must at his own cost provide a certificate from a qualified acoustic engineer containing the following:
 - (i) the floor finish as installed is in accordance with the consent provided by the Owners Corporation;

- (ii) the acoustic engineer has tested the floor finish as installed and the resultant sound transmission, including impact noise, complies with clause 40.1(a) and any other condition contained in the consent provided by the Owners Corporation; and
 - (iii) the result of the acoustic testing by the qualified acoustic engineers.
- (g) An Owner is liable for any damage caused to any part of the Common Property as a result of the installation of a floor finish pursuant to or contemplated by this by-law and will make good at their own cost that damage immediately after it has occurred.
- (h) An Owner or Occupier must indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the installation, use, repair, removal relocation or replacement of any floor finish including any liability in respect of the property of the Owner or Occupier.
- (i) if an Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (i) request, in writing, that the Owner comply with the terms of it;
 - (ii) enter the Lot and carry out any acoustic testing if it deems appropriate. An Owner must provide access to the Lot within a reasonable time of the request for access has been served on the Owner;
 - (iii) without prejudice to any other rights, enter upon any of the parcel, including the Lot, to carry out reasonable work; and
 - (iv) recover the costs of carrying out that work from the Owner.
- (j) Any amount recoverable against any Owner or Occupier are due and payable by the Owner or Occupier at the end of one (1) month from the Owners Corporation serving notice on the Owner or Occupier of said amount.
- (k) Any amount recoverable against any Owner or Occupier under this by-law bears simple interest at any annual rate of 10% one (1) month from the date the amount is due and payable.
- (l) The Owners Corporation may recover as a debt any amount recoverable against an Owner or Occupier if not paid at the end of one (1) month after the amount(s) is due and payable together with any interest thereon and costs and expenses of the Owners Corporation incurred in recovering that amount.
- (m) An Owner or Occupier shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or Occupier failing to comply with this by-law.

41. ELECTRONIC SERVICE OF NOTICES AND MINUTES OF MEETINGS

41.1 Conditions

Subject to clause 41.4, the Owners Corporation and its Strata Committee may serve, by way of electronic means, a notice of:

- (a) a General Meeting on an Owner; or

- (b) an Strata Committee meeting on:
 - (i) an Owner; and
 - (ii) a member of the Strata Committee.

41.2 Provision of minutes of General Meetings and Strata Committee meetings

Subject to clause 41.5, the Owners Corporation and its Strata Committee may serve, by way of electronic means, minutes of a General Meeting or a Strata Committee meeting to an Owner and members of the Strata Committee as required by the Strata Management Act.

41.3 Notification of receipt of service

Service of any notice or minutes is effected for the purpose of this by-law:

- (a) upon delivery to the recipient referred to in clause 41.1(a); or
- (b) production to the sender of an email or other electronic transmittal confirmation report before 5.00pm local time on a day in the place in or to which the notice or minutes are delivered or sent or otherwise at 9.00am on the next day following the sending of the notice or minute unless the sender receives an electronic notification of unsuccessful transmission (i.e. “bounce back” or “undeliverable”) within 24 hours of sending the notice or minute.

41.4 Address for Service

A notice of an Strata Committee meeting or a General Meeting, or minutes of an Strata Committee meeting or a General Meeting may be given to a person pursuant to this by-law by electronic means including email only if the person has given the Owners Corporation an email address for the service of notices under this by-law and the notice and/or minutes are sent to that address.

41.5 Compliance with the Strata Management Act

- (a) For the avoidance of doubt, the terms of this by-law are consistent with the requirements for service set out in section 236 of the Strata Management Act and the manner of service prescribed by this by-law is authorised by the Owners Corporation pursuant to section 236(4)(e) of the Strata Management Act.
- (b) For all other intents and purposes, the Owners Corporation must comply with the Strata Management Act in relation to the procedures for notifying Owners and Strata Committee members of General Meetings and Strata Committee meetings.

42. MAJOR AND MINOR WORKS APPROVAL PROGRAMME

42.1 Definitions

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

- (a) **Approved Form** means the form attached at **Annexure A** or as the Strata Committee may otherwise approve from time to time.
- (b) **Authority** means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.

- (c) **Bond** means the bond being a bank cheque in an amount as may be determined by the Owners Corporation made payable to it.
- (d) **Essential works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Strata Management Act or any other law to any part of Common Property structure or services including within a Lot.
- (e) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (f) **Major Works** means works that require penetration to or removal of Common Property floors, walls and ceilings including works of a structural nature, the installation of air-conditioning, hot water systems, security/alarm systems, shutters and any additions to the Common Property, for example, pergolas and vergolas, whirly birds, solar panels, skylights and satellite dishes, television cables and antennae (and which are not Minor Works).
- (g) **Minor Works** means works that do not penetrate or remove any Common Property walls, ceilings, floor slabs (with exception of screwing internal partitions to the walls, ceilings, floors and minor attachments to Common Property) including for example painting and replacing carpet.
- (h) **Works** means the Minor Works and the Major Works.

42.2 Interpretation

In this by-law, unless the context otherwise require references to an Works under this by-law include, where relevant, the condenser, coils, conduits, wires, flanges, valves, ductwork, caps, pump, tank, tray, insulation and all other ancillary equipment, appurtenance and fillings whatsoever and any obligation under this by-law applies to all such ancillary equipment, appurtenance and fitting.

42.3 Before Commencement

- (a) Prior to carrying out any Works, an Owner must submit to the Owners Corporation a duly completed Approved Form. The form must specify in detail the works to be undertaken and the duration of any impact on the Common Property or disruption to Common Property services or access. In addition, the Owner must pay the Bond.
- (b) Upon receipt of the Approved Form, the Owners Corporation shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the Owners Corporation may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.
- (c) On making the determination, the Owners Corporation shall inform the Owner, in writing, of that determination.
- (d) If the Owners Corporation determines that the Works are Minor Works, it shall refund the Bond to the Owner.

- (e) An Owner has the right to carry out Minor Works without the consent of the Owners Corporation. The Owners Corporation may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Minor Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions. The Owner must comply with any conditions.
- (f) Before commencement of any Major Works, the Owner must:
 - (i) prepare and provide to the Owners Corporation:
 - (A) a new by-law under the Strata Management Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and
 - (B) the Owner's written consent to:
 - a. the passing of the by-law; and
 - b. be responsible for the maintenance, repair and replacement of the Major Works.
 - (C) other Owners' written consents to the passing of the by-law, where required, such by-law and forms of consent to be prepared substantially in terms of the documents set out in **Annexures B and C** and to be considered at a general meeting of the Owners Corporation;
 - (ii) provide a complete proposal concerning the Major Works including but not limited to:
 - (A) plans and specifications of the proposed works;
 - (B) specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
 - (C) a diagram depicting the location of or proposed installation points of all parts of the works;
 - (D) engineering plans and certifications if requested by the Owners Corporation;
 - (E) any necessary approvals/consents/permits from any Authority; and
 - (F) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the building and Lot and Common Property (if required);
 - (iii) pay for all costs of the Owners Corporation including:
 - (A) legal fees for reviewing the proposal;
 - (B) fees for convening any meeting to consider the proposal;
 - (C) any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
 - (D) registration fees for the by-law contemplated in clause 42.3(f)(i);

- (iv) if requested, a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the building (including any Lot and Common Property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
- (v) obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clauses 42.3(f)(i) to 42.3(f)(iv). For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 42.3(f)(i) is passed by special resolution at a duly convened general meeting of the Owners Corporation;
- (g) Upon receipt of a by-law under clause 42.3(f)(i) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the exclusive use or special privileges by-law such conditions to include (but not limited to) those set out clauses 42.4 to 42.12 (inclusive).

42.4 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall:
 - (i) notify the Owners Corporation or a member of the Strata Committee of the day of commencement of the Works or an aspect of the Works; and
 - (ii) obtain all necessary Insurances.
- (b) At least (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the strata managing agent regarding:
 - (i) the suitable times and method for the Owner's contractors to access the building to under the Works; and
 - (ii) the suitable times and method for contractors to park their vehicles on the Common Property whilst the Works are being conducted.

42.5 Compliant Works

- (a) To be compliant under this by-law, Major Works:
 - (i) must be in keeping with the appearance and amenity of the building in the opinion of the Owners Corporation;
 - (ii) must be manufactured, designed and installed to specifications for domestic use;
 - (iii) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
 - (iv) for-air-conditioning, must not have a capacity greater than 2 kilowatts and must have a new condenser unit (external) that:
 - (A) is mounted on vibration pads in a location so as to minimise noise and vibration;
 - (B) is installed in the rear courtyard or balcony of the Lot and in a location least likely to cause disturbance to other Owners (as approved by the Owners Corporation);

- (C) has an acceptance sound rating as specified by the Owners Corporation in writing, such rating not to exceed the original specifications in respect of the building;
- (D) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the building;
- (E) is not visible from the street; and
- (F) not be installed through or attached to windows;
- (v) for hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation from time to time and must not have a weighted standardised impact sound pressure level L'nT, w exceeding 40 when measured in situ in accordance with Australian Standard "AS ISO 140.7 – AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;
- (vi) where any work requires installation of a drip tray, the drip tray must connect to the building plumbing.

42.6 During construction

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

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours permitted by local council. In addition, no Works are to be carried out on a Sunday or public holiday unless they are silent works (eg painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
- (f) not allow tradespersons and contractors at any time to park on Common Property without the written consent of the Owners Corporation;
- (g) not allow waste bins or skips to be placed on or near the Common Property without the prior written consent of the Owners Corporation;
- (h) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the Common Property;
- (i) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (j) provide to the Strata Committee at least forty-eight (48) hours prior written notice of any noisy works (eg jackhammering, the use of any pneumatic rotary or powder-actuated tools);

- (k) ensure that the Works do not interfere with or damage the Common Property or the property of any other Owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (l) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
- (m) observe all the other by-laws applicable to the Strata Scheme at all times; and
- (n) not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation.

42.7 After construction

- (a) After the Works have been completed the Owner must without unreasonable delay:
 - (i) notify the Owners Corporation that the Works have been completed;
 - (ii) notify the Owners Corporation that all damage, if any, to Lot and Common Property caused by the Works and not permitted by this by-law has been rectified;
 - (iii) provide the Owners Corporation with a copy of any certificate or recertification required by an Authority to indicate completion of the Works;
 - (iv) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to Lot or Common Property have been completed in accordance with the terms of this by-law;
 - (v) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
 - (vi) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.
- (b) The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clause 42.7(a)(i) to 42.7(a)(vi) immediately above have been complied with.
- (c) Upon being satisfied that the Works have been completed the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

42.8 Statutory and other requirements

- (a) The Owner must:
 - (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the Strata Scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;

- (ii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (iii) comply with the provisions of the *Home Building Act 1989*.
- (b) The Works must:
- (i) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

42.9 Enduring rights and obligations

- (a) An Owner must:
- (i) properly maintain, replace and keep in good and serviceable repair any Works installed by them;
 - (ii) properly maintain and upkeep those parts of the Common Property in contact with the Works;
 - (iii) repair and/or reinstate the Common Property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
 - (iv) ensure that the Works (where applicable) do not cause water escape or water penetration to Lot or Common Property;
 - (v) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
 - (vi) indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the installation, use, repair, replacement or removal of any works including any liability in respect of the property of the Owner; and
 - (vii) without derogating from the generality of clause 42.9(a)(vi), indemnifies and shall keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation howsoever caused by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or Occupier of a Lot is in breach of clause 42.11.
- (b) If the dilapidation report referred to in clause 42.3(f)(iv), of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the Common Property and any Lot.

42.10 Recovery of costs

- (a) If an Owner fails to comply with any obligations under this by-law, the Owners Corporation may:

- (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (ii) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work;
- (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (iv) recover any costs from the Owner as a debt due.

42.11 Essential Works

- (a) No Owner or Occupier of a Lot shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the works to carry out Essential Works to the Common Property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the Common Property structures or services provided that the Owners Corporation shall give prior notice to the Owner or Occupier (emergencies excepted).

42.12 Applicability

In the event that the Owner of a Lot desires to remove the Works installed under this by-law (or otherwise), the provisions of this by-law shall also apply in relation to that removal.

ANNEXURE A

STRATA PLAN NO 56443

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO. ### FOR WORKS. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting Common Property, an appropriate by-law has been made and registered.

OWNERS NAME _____ **UNIT/LOT NUMBER** _____

CONTACT TELEPHONE (list all) _____

EMAIL _____

LOCATION: KITCHEN BATHROOM TOILET HALLWAY
 LIVING ROOM BEDROOM OTHER _____

WORK INVOLVES: PAINTING TILING FLOOR SURFACES ELECTRICAL
 CEILING AIRDUCTS FIRE SPRINKLERS
 PLUMBING MASONRY WALL REMOVAL/PENETRATION
 COMMON PROPERTY ALTERATION OTHER _____

PREFERRED DATE OF WORKS STARTING ___/___/___ ENDING ___/___/___

PLEASE ATTACH BRIEF DESCRIPTION OF INTENDED WORKS
AND EITHER: PLAN BY ARCHITECT (if available)
OR: ROUGH PLAN / DIAGRAM (provided by Owner)
 BOND DEPOSIT: CHEQUE FOR \$1,000 made out to "The Owners – Strata Plan No 56443"
 DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. ### for Works and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: _____ **DATE:** _____

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:

As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry

OWNERS SIGNATURE: _____ DATE: _____

CEILING CAVITY ALTERATIONS:

As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: _____ DATE: _____

HARDFLOORING IN DESIGNATED AREAS:

As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic insulation.

OWNERS SIGNATURE: _____ DATE: _____

ANNEXURE B

MOTION

That the Owners – Strata Plan No. 56443 **specialy resolves** to make additional by-laws that confer rights and special privileges on the owner of lot ## in SP##### in respect of common property on the terms set out in the by-law tabled at the meeting as exhibit 'A' (**New By-law**) pursuant to section 141 of the *Strata Schemes Management Act 2015* (NSW).

MOTION

That, subject to motion # being specially resolved, The Owners – Strata Plan No. 56443 resolves to do all things necessary to enable the New By-law to be registered, including:

- (a) authorising Strata Choice in accordance with section 273 of the *Strata Schemes Management Act 2015* (NSW), and in its capacity as strata managing agent, to affix the seal of The Owners – Strata Plan No. 56443 to the following documents:
 - (i) a Consolidation/Change of By-laws form; and
 - (ii) any other document required by NSW Land Registry Services in order to facilitate registration of the above; and
- (b) if required, arranging the production of the certificate of title of the common property (being CP/SP56443) at NSW Land Registry Services.

SPECIAL BY-LAW

LOT ## WORKS

X. Special By-law X – Lot ## Special Works

XX.1 Grant of Special Privilege and Exclusive Use Right

The Owner has:

- (a) the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture); and
- (b) the right of exclusive use and enjoyment of those parts of the Common Property attached to or occupied by the Major Works,

subject to the terms and conditions contained in this by-law.

XX.2 Application of Other Definitions

A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.

XX.3 Definitions

In addition to the definitions adopted under clause XX.2, the following definitions are also adopted:

- (a) **Lot** means _____ in strata plan _____.

- (b) **Major Works** means the works to the Common Property to be carried out in connection with the _____ works for the Lot, being:
- (i) _____; and
 - (ii) the carrying out of any other ancillary works to facilitate the installations set out in clause XX.3(b)(i).

XX.4 Conditions

The Owner must at its own cost, and must procure any Occupier of the Lot to:

- (a) comply with the obligations set out in clauses 42.4 to 42.12;
- (b) provide the Owners Corporation or Strata Committee with any information requested by them in respect of the Major Works;
- (c) ensure that the Major Works are fire-proofed to satisfy the Australia fire standards required for the building; and
- (d) where necessary, repair, restore or otherwise make good those parts of Common Property or other Lots damaged by the carrying out of the Major Works.

XX.5 Right to remedy default

- (a) If the Owner or any Occupier of the Lot fails to comply with any obligation under clause XX.4, then the Owners Corporation may:
 - (i) carry out all work necessary to perform that obligation;
 - (ii) enter upon any part of the Lot to carry out that work; and
 - (iii) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.
- (b) The Owner shall release the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owners Corporation carrying out any action under clause XX.5(a).
- (c) The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or any Occupier of the Lot failing to comply with clause XX.4.

INSERT ANY ADDITIONAL/SPECIAL CONDITIONS

ANNEXURE C

CONSENT UNDER SECTION 143

STRATA SCHEMES MANAGEMENT ACT 2015

STRATA SCHEME 56443

TO: The Owners – Strata Plan No. 56443
c/ Strata Choice
Suite G.01, 46a Macleay Street
Potts Point NSW 2011

I/We, _____, being the owners of Lot _____
in Strata Plan _____, hereby consent, in accordance with s 143(1) of the *Strata Schemes Management Act 2015* (NSW), to the making of a common property rights by law on the terms of the by-law annexed hereto as Annexure A, which terms may be amended from time to time with my further consent.

Dated: _____

Signature: _____

Name of Signatory: _____

43. STORAGE OF ARTICLES IN CAR SPACES

43.1 Grant of Power

- (a) In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Strata Management Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate Car Spaces in the Strata Scheme on the conditions set out in this by-law.
- (b) The additional powers, authorities, duties and functions shall include, but are not limited to, the power to:
 - (i) regulate and restrict the use of the Car Space to store Articles;
 - (ii) prohibit the storage of certain Articles in the Car Space;
 - (iii) remove, store and dispose of an Article stored in the Car Space in contravention of this by-law;
 - (iv) remove, store and dispose of an Article stored in a Car Space which compromises the safety of the Strata Scheme, including, but not limited to, fire safety and pest control consideration; and
 - (v) erect signage regarding the storage of an Article including advising that an Article stored in contravention of this by-law will be removed from the Strata Scheme.

43.2 Definitions and Interpretation

In this by-law, unless the context otherwise requires or permits, **Article** means any item that is not:

- (a) a bicycle;
- (b) a motor or other vehicle; or
- (c) ancillary equipment associated with motor or other vehicles.

43.3 Prohibition

An Owner or Occupier of a Lot must not use or permit the use of a Car Space for any purpose other than for the purpose of parking motor or other vehicles.

43.4 Application

- (a) All motor or other vehicles must be parked wholly within the boundary of the respective Car Space.
- (b) An Owner or Occupier of a Lot must not store an Article in the Car Space without the approval of the Owners Corporation.
- (c) The Owners Corporation shall not be responsible for any loss or damage to an Owner's or Occupier's motor or other vehicle or Articles.

43.5 Powers

The Owners Corporation or its Strata Committee, for the purposes of the control, management and use of the Strata Scheme may:

- (a) serve a notice to an Owner or Occupier of a Lot to remove an Article for a Car Space:
 - (i) if stored in contravention of this by-law; or
 - (ii) if it is determined by the Owners Corporation to compromise the safety of the Strata Scheme, including, but not limited to fire safety, health and pest control considerations;
- (b) within seven (7) days of service of the notice served in accordance with clause 43.5(a), if the Article detailed in the notice is not removed from the Car Space, enter upon the Car Space and remove the Article from the Car Space and recover the cost of removal from the Owner or Occupier of a Lot;
- (c) store the Article detailed in the notice served in accordance with clause 43.5(a) for up to one (1) month and recover the cost of storage from the Owner or Occupier of a Lot;
- (d) on the expiration of the period in clause 43.5(c) serve a further notice to the Owner or Occupier of a Lot providing notice of an intention to dispose of the Article detailed in the notice within seven (7) days if not claimed by the Owner or Occupier;
- (e) on the expiration of the period in clause 43.5(d), destroy or dispose of the Article without further notice to the Owner or Occupier of a Lot and recover the cost of destroying or disposing of the Article for the Owner or Occupier;
- (f) retain possession of the Article until the Owner or Occupier of a Lot pays to the Owners Corporation all costs due and payable by that Owner or Occupier under this by-law;
- (g) upon payment of all costs due and payable to the Owners Corporation under this by-law, return the Article to the Owner or Occupier of a Lot;
- (h) take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the storage of Articles in a Car Space.

43.6 Enduring Obligations

- (a) An Owner or Occupier of a Lot must comply with the terms of this by-law and any approval or directions of the Owners Corporation, the Strata Committee or strata managing agent given under this by-law in respect of the storing of Articles in a Car Space.
- (b) An Owner or Occupier of a Lot acknowledges and agrees that by storing an Article in contravention of this by-law:
 - (i) the Article left uncollected after the timeframe stipulated in clause 43.5(d) will be deemed as the Owner or Occupier abandoning all rights, title and interest to the Article; and
 - (ii) that Owner or Occupier consents to the Owners Corporation destroying or disposing of the Article;
 - (iii) the Owners Corporation reserves the right to dispose of the uncollected Article after the timeframe stipulated in clause 43.5(d).
- (c) An Owner or Occupier of a Lot who has stored an Article in a Car Space in contravention of this by-law shall indemnify and keep indemnified the Owners Corporation:
 - (i) for the costs incurred by the Owners Corporation in removing, storing and disposing of the Article;

- (ii) for any claim, loss, damage, fee, cost, fine or penalty caused by, arising from or in relation to the Owners Corporation removing, storing, destroying, disposing or retaining possession of the Article; and
- (iii) against any liability against the Owners Corporation for removing, storing destroying, disposing or retaining possession of the Article.

43.7 DEFAULT BY OWNER

- (a) An amount recoverable against an Owner or Occupier of a Lot are due and payable by the Owner or Occupier at the end of one (1) month from the Owners Corporation serving notice on the Owner or Occupier of said amount.
- (b) Any amount recoverable against an Owner or Occupier of a Lot under this by-law bears simple interest at an annual rate of 10% one (1) month from the date the amount is due and payable.
- (c) The Owners Corporation may recover as a debt any amount recoverable against an Owner or Occupier of a Lot if not paid at the end of one (1) month after the amount(s) is due and payable together with any interest thereon and costs and expenses of the Owners Corporation incurred in recovering that amount.
- (d) An Owner or Occupier of a Lot shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to an Owner or Occupier failing to comply with this by-law.

44. CONTRACTORS

44.1 Grant of Power

Notwithstanding anything contained in the by-laws applicable to the Strata Scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Strata Management Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to appoint and enter into agreements with contractors as set out in clause 44.3.

44.2 Definitions and Interpretation

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

- (a) **Contractor** means a person or persons engaged by the Owners Corporation to assist it with one or more of its functions under the Strata Management Act.
- (b) **Related Party** means:
 - (i) a spouse or close family member;
 - (ii) an employee;
 - (iii) a person or entity in partnership or joint venture;
 - (iv) a related company or body corporate;
 - (v) a person or entity who has control or joint control;

- (vi) if the controlling entity is not a body corporate, each of the persons making up the controlling entity;
- (vii) a person or entity who has a significant influence;
- (viii) a member of the key management personnel;
- (ix) a director, office holder or member;
- (x) a spouse or close family member of a director, office holder or member; or
- (xi) a person or entity who received a remuneration or benefit of any kind.

44.3 Conditions

- (a) The Owners Corporation or Strata Committee must not and an Owner or Occupier of a Lot who is a Related Party must not knowingly permit the Owners Corporation to Strata Committee to appoint a Contractor to whom an Owner or Occupier is a Related Party unless the fact and particulars of the extent of the relationship between the Contractor, on the one hand, and the Owner or Occupier, on the other hand, has been disclosed in writing to all Lot Owners as part of the notice of the meeting proposing to appoint or renew the appointment of the Contractor.
- (b) If an Owner or Occupier of a Lot becomes a Related Party to a Contractor during the period of appointment, then the Owner or Occupier must disclose the fact and particulars of the extent of the relationship in writing to all Lot Owners as part of the notice of the next meeting of the Owners Corporation or Strata Committee meeting.
- (c) The Strata Committee must comply with Section 80B of the Strata Management Act in relation to the appointment of any contractors.
- (d) The Strata Committee must not and an Strata Committee member who is a Related Party must not appoint a Contractor to whom an Strata Committee member is a Related Party.
- (e) If a Contractor is appointed in breach of clause (a) or (d) then:
 - (i) the Owners Corporation may recover from the Owner, Occupier or Strata Committee member:
 - (A) any loss or damage suffered by the Owners Corporation;
 - (B) any remuneration, reward or benefit received by the Owner, Occupier or Strata Committee from the Contractor.

45. BUILDING MANAGER AND STRATA MANAGING AGENT

45.1 Grant of Power

Notwithstanding anything contained in the by-laws applicable to the Strata Scheme, in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Strata Managing Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to appoint and enter into agreements with a building manager as set out in clause 45.3.

45.2 Definitions and Interpretation

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

- (a) **Building Manager** means a person or persons engaged by the Owners Corporation to assist it with Building Manager Functions;
- (b) **Building Manager Functions** means any one or more of the following:
 - (i) cleaning;
 - (ii) security;
 - (iii) the control of and administration of security access cards or keys to the building;
 - (iv) the control and supervision of the Common Property;
 - (v) general repair;
 - (vi) maintenance;
 - (vii) renewal or replacement of the Common Property; and/or
 - (viii) the supervision of any employees or contractors of the Owners Corporation.
- (c) **Related Party** means:
 - (i) a spouse or close family member;
 - (ii) an employee;
 - (iii) a person or entity in partnership or joint venture;
 - (iv) a related company or body corporate;
 - (v) a person or entity who has control or joint control;
 - (vi) if the controlling entity is not a body corporate, each of the persons making up the controlling entity;
 - (vii) a person or entity who has a significant influence;
 - (viii) a member of the key management personnel;
 - (ix) a director, office holder or member;
 - (x) a spouse or close family member of a director, office holder or member; or
 - (xi) a person or entity who received a remuneration or benefit of any kind.
- (d) **Strata Managing Agent** means a person licensed to act as a strata managing agent under the *Property Stock, and Business Agents Act 2002* (NSW) and appointed pursuant to Section 27 of the Act.

45.3 Conditions

- (a) The Owners Corporation must at all times appoint a Building Manager and Strata Managing Agent.

- (b) The Owners Corporation or Strata Committee must not and an Owner or Occupier of a Lot who is a Related Party must not knowingly permit the Owners Corporation or Strata Committee to appoint a Building Manager or Strata Managing Agent to whom an Owner or Occupier is a Related Party unless the fact and particulars of the extent of the relationship between the Building Manager or Strata Managing Agent, on the one hand, and the Owner or Occupier, on the other hand, has been disclosed in writing to all Lot Owners as part of the notice of the meeting proposing to appoint or renew the appointment of the Building Manager and Strata Managing Agent.
- (c) If an Owner or Occupier of a Lot becomes a Related Party to Building Manager and Strata Managing Agent during the period of appointment, then the Owner or Occupier must disclose the fact and particulars of the extent of the relationship in writing to all Lot Owners as part of the notice of the next meeting of the Owners Corporation or Strata Committee meeting.
- (d) The appointment of a Building Manager must:
 - (i) be an agreement in writing;
 - (ii) be approved at a meeting of the Owners Corporation;
 - (iii) be for no more than three years in total, including any options to renew;
 - (iv) include the functions of:
 - (A) the control of and administration of security access cards or keys to the building; and
 - (B) the control and supervision of the Common Property; and
 - (v) contain provisions about the right of the Owners Corporation to terminate the Strata Managing Agent early if the Strata Managing Agent does not perform its obligations under the agreement.
- (e) The appointment of a Building Manager may include the provision of one or more of other the Building Manager Functions.
- (f) The appointment of a Strata Managing Agent must:
 - (i) be an agreement in writing;
 - (ii) be approved at a meeting of the Owners Corporation;
 - (iii) be for no more than three years in total, including any options to renew; and
 - (iv) contain provisions about the right of the Owners Corporation to terminate the Strata Managing Agent early if the Strata Managing Agent does not perform its obligations under the agreement.
- (g) At the expiration of the agreement entered into in accordance with sub clause (d) or (f) the Owners Corporation may enter into further agreement under this by-law.
- (h) The Owners Corporation may not, without the written consent of the Strata Managing Agent, appoint more than one strata managing agent at the same time.

- (i) An Owner or Occupier of a Lot must not interfere with or obstruct the Building Manager or Strata Managing Agent from performing their duties under any agreement entered into under this by-law.
- (j) If a Building Manager or Strata Managing Agent is appointed in breach of clause 45.3(d) or 45.3(f) then the Owners Corporation may recover from the Owner, Occupier or Strata Committee member:
 - (i) any loss or damage suffered by the Owners Corporation; and
 - (ii) any remuneration, reward or benefit received by the Owner, Occupier or Strata Committee from the Building Manager or Strata Managing Agent.

46. 67 – 67 CAMPBELL STREET INTERCOM SYSTEM

46.1 GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in clause 44.3 of this by-law.

46.2 DEFINITIONS AND INTERPRETATION

Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 311-315 Castlereagh Street, Sydney NSW 2000.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (e) **Lot** means lot 650 in strata plan 56433.
- (f) **Owner** mean(s) the owner(s) of the Lot from time to time.
- (g) **Works** means the works to the Lot and common property to be carried out for and in connection with the installation of an iPhone audia intercom system consisting of:
 - (i) a master station unit (DA-1MD) located in the reception area of the Lot; and
 - (ii) a door station unit (DA-1DF/DS) located on the common property wall and ceiling cavity

and any other works to the Lot and common property to be carried out for and in connection with the Owner's installation, repair, maintenance and replacement (if necessary) of the works referred to above, together with the restoration of lot and common property (including the Lot) damaged by these works.

All of the above works are to be conducted in accordance with:

- (iii) the plans attached to this by-law and marked "A"; and
- (iv) the provisions of this by-law.

Interpretation

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

- (h) the singular includes the plural and vice versa;
- (i) any gender includes the other genders;
- (j) any terms in the by-law will have the same meaning as those defined in the Act; and
- (k) references to legislation includes references to amending and replacing legislation;
- (l) references to any Works under this by-law include, where relevant, all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment;
- (m) references to the Owner in this include any of the Owners executors, administrators, successors, permitted assigns or transferees; and
- (n) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

46.3 Conditions

(a) Prior to commencement of the Works

Prior to the commencement of the Works, the Owner shall:

- (i) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (ii) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- (iii) effect and maintain insurance and provide a copy to the owners corporation; and
- (iv) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the Lot and common property.

(b) Notice

At least seven (7) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the building manager and/or the strata manager regarding:

- (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
- (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

(c) During Installation of the Works

During the process of the installation of the Works, the Owner must:

- (i) use duly licensed employees, contractors or agents to conduct the installation;
- (ii) ensure the Works are conducted in a property and workmanlike manner and comply with the current National Construction Code and Australian Standards;
- (iii) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (iv) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (v) carry out the installation between the hours of 8.30am and 5.30pm Monday-Friday or between 8.30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (vi) perform the installation, within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- (vii) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (viii) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (ix) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (x) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (xi) not vary the works without first obtaining the consent in writing of the owners corporation.

(d) After installation of the Works

After the installation of the Works is completed, the Owner must without unreasonable delay:

- (i) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (ii) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;

- (iii) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
 - (iv) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law.
- (e) **Statutory and other requirements**
- (i) The Owner must ensure that:
 - (A) the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used;
 - (B) the work will be done in accordance with, and will comply with, the *Home Building Act 1989* or any other law;
 - (C) the work will be done with due diligence and within the time stipulated in the contract or if not time is stipulated, within a reasonable time; and
 - (D) ensure the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.
 - (ii) The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.
- (f) **Enduring rights and obligations**
- The owner must:
- (A) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
 - (B) properly maintain and upkeep the Works in a state of good and serviceable repair;
 - (C) properly maintain and upkeep those parts of the common property in contact with the Works;
 - (D) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
 - (E) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works including their installation, repair, maintenance, replacement, removal and/or use; and

- (F) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the works are removed or relocated.

(g) **Failure to comply with this by-law**

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

- (i) by its agents, employees or contractors carry out all work necessary to perform that obligations;
- (ii) recover the costs of such work from the Owner as a debt due; and
- (iii) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order.

(h) **Ownership of Works**

The Works will always remain the property of the Owner.

(i) **Applicability**

In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the provisions of clause 46.3 shall also apply in relation to that removal.

47. PRIVACY POLICY

Each Owner and Occupier must comply with the terms of any privacy policy adopted by the Owners Corporation from time to time.

48. LOT 645 SPECIAL WORKS

48.1 Grant of Special Privilege and Exclusive Use Right

The Owner has:

- (a) the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture); and
- (b) the right of exclusive use and enjoyment of those parts of the Common Property attached to or occupied by the Major Works,

subject to the terms and conditions contained in this by-law.

48.2 Application of Other Definitions

A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.

48.3 Definitions

In addition to the definitions adopted under clause 48.2, the following definitions are also adopted:

- (a) **Lot** means lot 645 in strata plan 61369.

- (b) **Major Works** means the works to the Common Property to be carried out in connection with the installation of a range hood and exhaust fan for the Lot, being:
- (i) the installation of:
 - (A) a commercial range hood in the Lot (**Range Hood**);
 - (B) a kitchen exhaust duct to connect to the Range Hood;
 - (C) hanging supports and fixings;
 - (D) access and cleanout panels;
 - (E) an exhaust fan mounted on the rooftop of Common Property (**Exhaust Fan**);
 - (F) duct connections to the Exhaust Fan and base build riser connection servicing lot 462 in the Strata Plan along the underside of the Common Property ceiling;
 - (G) electrical connections from the Exhaust Fan, through the main switch board on the roof level, to the main switch board on level 1 and into the Lot;
 - (H) variable speed drive in the Lot for the Exhaust Fan;
 - (I) gas meter in Common Property in close proximity to and to the left of the Lot (**Gas Meter**);
 - (J) gas line from the Gas Meter to the kitchen in the Lot;
 - (K) sprinklers connected to or within the Range Hood;
 - (L) grease trap in the grease trap room on level 1;
 - (ii) the removal of the existing stainless-steel bench in the Lot; and
 - (iii) the carrying out of any other ancillary works to facilitate the installations set out in clauses 48.3(b)(i) and 48.3(b)(ii).

48.4 Conditions

The Owner must at its own cost, and must procure any Occupier of the Lot to:

- (a) comply with the obligations set out in clauses 42.4 to 42.12, however amending the requirement in clause 42.5(a)(ii) to refer to “retail and commercial use” instead of “domestic use”;
- (b) provide the Owners Corporation or Strata Committee with any information requested by them in respect of the Major Works;
- (c) ensure that the Major Works are carried out in accordance with drawings and/or specifications provided by the appointed fire engineer and any necessary certificates are obtained; and
- (d) where necessary, repair, restore or otherwise make good those parts of Common Property or other Lots damaged by the carrying out of the Major Works.

48.5 Right to remedy default

- (a) If the Owner or any Occupier of the Lot fails to comply with any obligation under clause 48.4, then the Owners Corporation may:

- (i) carry out all work necessary to perform that obligation by giving no earlier than 21 days written notice to the Owner of its intention to do so;
 - (ii) enter upon any part of the Lot to carry out that work; and
 - (iii) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.
- (b) The Owner shall release the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owners Corporation carrying out any action under clause 48.5(a), except to the extent that the claims, losses, damages, costs, fees, expenses, fines or penalties are caused or contributed by the wilful or negligent act or omission of the Owners Corporation.
- (c) The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or any Occupier of the Lot failing to comply with clause 48.4.

49. LOT 428 SPECIAL WORKS

49.1 Grant of Special Privilege

The Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) subject to the terms and conditions contained in this by-law.

49.2 Application of Other Definitions

A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.

49.3 Definitions

In addition to the definitions adopted under clause 49.2, the following definitions are also adopted:

- (a) **Lot** means lot 428 in strata plan 58946.
- (b) **Major Works** means the works to the Common Property to be carried out in connection with the installation of a covering over the balcony of the Lot, being:
 - (i) the installation of:
 - (A) a metal flat roof structure covering the balcony of the Lot;
 - (B) a gutter with flashing; and
 - (ii) the carrying out of any other ancillary works to facilitate the installations set out in clause 49.3(b)(i).

49.4 Conditions

The Owner must at its own cost, and must procure any Occupier of the Lot to:

- (a) prior to carrying out the Major Works, obtain any approvals, consents or permits required from any Authority;
- (b) comply with the obligations set out in clauses 42.4 to 42.12;
- (c) provide the Owners Corporation or Strata Committee with any information requested by them in respect of the Major Works;
- (d) ensure that the Major Works are fire-proofed to satisfy the Australia fire standards required for the building;
- (e) where necessary, repair, restore or otherwise make good those parts of Common Property or other Lots damaged by the carrying out of the Major Work; and
- (f) without limiting the obligations in clause 42.9, ensure that:
 - (i) the roof structure referred to in clause 49.3(b)(i)(A) is kept clean and in a good state of repair; and
 - (ii) any rubbish or debris located on the roof structure referred to in clause 49.3(b)(i)(A) does not become a hazard to other Owners or Occupiers of a Lot or to members of the general public.

49.5 Right to remedy default

- (a) If the Owner or any Occupier of the Lot fails to comply with any obligation under clause 49.4, then the Owners Corporation may:
 - (i) carry out all work necessary to perform that obligation;
 - (ii) enter upon any part of the Lot to carry out that work;
 - (iii) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.
- (b) The Owner shall release the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owners Corporation carrying out any action under clause 49.5(a).
- (c) The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or any Occupier of the Lot failing to comply with clause 49.4.

50. LOT 373 SPECIAL WORKS

50.1 Grant of Special Privilege

The Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) subject to the terms and conditions contained in this by-law.

50.2 Application of Other Definitions

A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.

50.3 Definitions

In addition to the definitions adopted under clause 50.2, the following definitions are also adopted:

- (a) **Lot** means lot 373 in strata plan 58946.
- (b) **Major Works** means the works to the Common Property to be carried out in connection with the internal renovations for the Lot, being:
 - (i) the disconnection, installation and/or reconnection of:
 - (A) electricity connections;
 - (B) water connections; and
 - (C) gas connections,to the Lot, provided that such disconnection, installation or reconnection does not affect the electricity, water or gas service, as applicable, to another lot in the Strata Plan;
 - (ii) the installation of:
 - (A) acoustic underlay and vinyl plank flooring in the internal area of the Lot; and
 - (B) a floor waste in the laundry; and
 - (iii) the waterproofing of the main bathroom and en-suite bathroom.
 - (iv) the carrying out of any other ancillary works to facilitate the installations set out in clauses 50.3(b)(i) to 50.3(b)(iii).

50.4 Conditions

The Owner must at its own cost, and must procure any Occupier of the Lot to:

- (a) comply with the obligations set out in clauses 42.4 to 42.12;
- (b) provide the Owners Corporation or Strata Committee with any information requested by them in respect of the Major Works;
- (c) ensure that the Major Works are fire-proofed to satisfy the Australia fire standards required for the building; and
- (d) where necessary, repair, restore or otherwise make good those parts of Common Property or other Lots damaged by the carrying out of the Major Works.

50.5 Right to remedy default

- (a) If the Owner or any Occupier of the Lot fails to comply with any obligation under clause 50.4, then the Owners Corporation may:
 - (i) carry out all work necessary to perform that obligation;
 - (ii) enter upon any part of the Lot to carry out that work;

- (iii) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.
- (b) The Owner shall release the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owners Corporation carrying out any action under clause 50.5(a).
- (c) The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or any Occupier of the Lot failing to comply with clause 50.4.

51. LOT 183 SPECIAL WORKS

51.1 Grant of Special Privilege

The Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) subject to the terms and conditions contained in this by-law.

51.2 Application of Other Definitions

A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.

51.3 Definitions

In addition to the definitions adopted under clause 51.2, the following definitions are also adopted:

- (a) **Bathroom** means the bathroom in the Lot.
- (b) **Lot** means lot 183 in strata plan 58946.
- (c) **Major Works** means the works to the Common Property in the Bathroom to be carried out in connection with the bathroom renovation works for the Lot, being:
 - (i) the decommission of the existing power and water lines;
 - (ii) the demolition, stripping out and disposal of existing tiles, fixtures and fittings;
 - (iii) the installation of:
 - (A) new plumbing and electrical wires, cables and pipes;
 - (B) a back-to-wall toilet suite;
 - (C) a new bath spout and mixer;
 - (D) a new shower and mixer;
 - (E) a vanity with stone top, basin and flick mixer;
 - (F) a roll holder, tower rail and towel ring;
 - (G) a shaving mirror over the vanity referred to in clause 51.3(c)(iii)(E);

- (H) fixed shower screen panels
 - (I) a flick mixer to the laundry tub;
 - (J) floor waste;
 - (K) 4 downlights;
 - (L) a 3-in-1 exhaust fan;
 - (M) a full height stud partition wall enclosing the toilet seat comprising sheets with villaboard and tiles all around;
 - (N) a full height custom poly cabinet enclosing the washing machine and laundry tub;
 - (O) full height wall tiles to the ceiling;
 - (P) floor tiles; and
 - (Q) Herringbone-style tiles for the shower feature wall;
- (iv) the replacement of existing switches and GPOs;
 - (v) the sealing of all floor and wall junctions with silicone;
 - (vi) the waterproofing of the entire floor area, bathtub, vanity, laundry tub and shower wall;
 - (vii) the removal of cornices; and
 - (viii) the carrying out of any other ancillary works to facilitate the installations set out in this clause 51.3(c).

51.4 Conditions

The Owner must at its own cost, and must procure any Occupier of the Lot to:

- (a) comply with the obligations set out in clauses 42.4 to 42.12;
- (b) provide the Owners Corporation or Strata Committee with any information requested by them in respect of the Major Works;
- (c) ensure that the Major Works are fire-proofed to satisfy the Australia fire standards required for the building; and
- (d) where necessary, repair, restore or otherwise make good those parts of Common Property or other Lots damaged by the carrying out of the Major Works.

51.5 Right to remedy default

- (a) If the Owner or any Occupier of the Lot fails to comply with any obligation under clause 51.4, then the Owners Corporation may:
 - (i) carry out all work necessary to perform that obligation;
 - (ii) enter upon any part of the Lot to carry out that work; and

- (iii) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause 51.5(a).
- (b) The Owner shall release the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owners Corporation carrying out any action under clause 51.5(a).
- (c) The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or any Occupier of the Lot failing to comply with clause 51.4.

52. Lot 505 Special Works

52.1 Grant of Special Privilege and Exclusive Use Right

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege and the exclusive use and enjoyment of part of the common property to which the Major Works are attached (at the Owner's cost and to remain the Owner's fixture), such parts of common property being more particularly referred to in the definition of "Major Works" in clause 52.4, and to carry out the Major Works subject to the terms and conditions contained in clause 52.6.

52.2 Application of Other Definitions

A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.

52.3 This By-Law To Prevail

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

52.4 Definitions

In addition to the definitions adopted under clause 52.2, the following definitions are also adopted:

- (a) **Building** means the building situated at Regis Towers, 303-321 Castlereagh Street, Haymarket.
- (b) **Lot** means lot 505 in strata plan 61369.
- (c) **Major Works** means the works to the Lot and common property to be carried out for and in connection with the Owners' installation, repair, maintenance and replacement (if necessary), of an awning together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the plans approved by the Owners Corporation and the provisions of this by-law.

52.5 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any terms in the by-law will have the same meaning as those defined in the Strata Management Act;
- (c) references to legislation include references to amending and replacing legislation; and
- (d) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

52.6 Conditions

- (a) Prior to the commencement of the Major Works, the Owner shall at its own cost, and must procure any Occupier of the Lot to:
 - (i) provide the following information to the Owners Corporation or Strata Committee in respect of the proposed installation:
 - (A) a diagram depicting the location of all parts of the Major Works;
 - (B) the manufacturer or supplier's brochure setting out the specifications of the Major Works; and
 - (C) any information requested by them in respect of the Major Works;
 - (ii) obtain written approval (based on the information provided in clause 52.6(a)(i)) for the location, type, size of the Major Works from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld, and, in this regard, the executive committee is expressly authorised to give such approval;
 - (iii) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
 - (iv) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
 - (v) effect and maintain Insurance and provide a copy to the Owners Corporation; and
 - (vi) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).
- (b) To be compliant under this by-law, Major Works so approved must:
 - (i) be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation; and
 - (ii) be manufactured and designed to specifications for domestic use.
- (c) During the process of the installation of the Major Works, the Owner must at its own cost, and must procure any Occupier of the Lot to:
 - (i) use duly licensed employees, contractors or agents to conduct the installation;

- (ii) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
 - (iii) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
 - (iv) carry out the installation between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
 - (v) perform the installation within a period of 1 month from its commencement or such other period of time as may be approved by the Owners Corporation;
 - (vi) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Building Manager;
 - (vii) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
 - (viii) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and in this event the Owner must rectify that interference or damage within a reasonable period of time;
 - (ix) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
 - (x) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.
- (d) After the installation of the Major Works is completed, the Owner must without unreasonable delay:
- (i) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
 - (ii) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation; and
 - (iii) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.
- (e) The Owners Corporation's right to access the Lot arising under this clause expires once it is reasonably satisfied that clauses 52.6(d)(i) to 52.6(d)(iii) of this by-law have been complied with.
- (f) The Owner must:
- (i) not carry out any alterations or additions or do any works (other than the Major Works expressly approved under this by-law);
 - (ii) not vary the Major Works (except as expressly contemplated by this by-law) without the approval of the Owners Corporation;

- (iii) remain liable for any damage to lot or common property arising out of or in connection with the Major Works (or their use) and will make good that damage immediately after it has occurred (other than due to maintenance, repair, renewal and replacement obligations);
 - (iv) properly maintain and upkeep the Major Works in a state of good and serviceable repair;
 - (v) properly maintain and upkeep those parts of the common property in contact with the Major Works;
 - (vi) comply with all directions, orders and requirements of any Authority relating to the use of the Major Works; and
 - (vii) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Major Works including their installation, repair, maintenance, replacement, removal and/or use.
- (g) If the Owner fails to comply with any obligation under this by-law the Owners Corporation may:
- (i) enter upon the Lot and carry out all work necessary to perform that obligation;
 - (ii) recover the costs of such work from the Owner as a debt due; and
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order,
- and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause 52.6(g).
- (h) The Owner shall release the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owners Corporation carrying out any action under clause 52.6(g).
 - (i) The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or any Occupier of the Lot failing to comply with this by-law.
 - (j) The Major Works will always remain the property of the Owner.
 - (k) In the event that the Owner desires to remove the Major Works installed under this by-law (or otherwise), the provisions of this clause 52.6 shall also apply in relation to that removal.

53. Lot 136 Special Works

53.1 Grant of Special Privilege and Exclusive Use Right

Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of part of the common property attached to or occupied by the Major Works, subject to the terms and conditions contained in clause 53.4.

53.2 Application of Special By-Law

- (a) A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.
- (b) The provisions of clauses 42.4 to 42.12 are adopted for the purposes of this by-law.

53.3 Definitions

In addition to the definitions adopted under clause 53.2, the following definitions are also adopted:

- (a) **Lot** means lot 136 in the Strata Plan.
- (b) **Major Works** means the works to the Lot and the common property to be carried out in connection with the renovation works for the Lot including, but not limited to the following:
 - (i) alterations and additions to the Roof Terrace Level of the Lot as outlined in the Plans;
 - (ii) the demolition of the existing elevated outdoor spa structure and to replace with a tiled surface. (Note: the existing roof slab will have new waterproofing membrane installed with any existing roof waterproofing problems above the Lot rectified in the process);
 - (iii) the removal of the rusting steel louvre structure set into the existing roof over the outdoor roof terrace area and to replace with a permanent matching roof that will fix into the existing roof opening;
 - (iv) new external sun shading structures that will be connected to the existing concrete roof parapet beams (with details provided by a structural engineer). The height of these sun control louvres will not be any higher than the existing roof parapet. These louvres will afford some sun and weather protection for those using the roof terrace;
 - (v) the enclosure of the covered living area underneath the existing roof by way of glass bi-fold doors to the west and glass windows to the north. These glass doors and windows will allow the use of the covered living area in times of strong wind or rain;
 - (vi) the relocation of the rooftop terrace BBQ and sink;
 - (vii) a new 50% opaque privacy screen to the north side of the rooftop terrace; and
 - (viii) Building Code of Australia compliant glass balustrades for increased safety around areas where potted plants and outdoor furniture may pose a climbing hazard.
- (c) **Plans** means the plans/drawings prepared by Scott Miner as follows:
 - (i) DA03 Roof Terrace Existing;
 - (ii) DA04 Roof Terrace New Plan;
 - (iii) DA05 Roof Plan;
 - (iv) DA06 Section A;
 - (v) DA07 Elevation West;
 - (vi) DA08 Elevation North & South; and

(vii) DA13 Colours and Materials,

copies of which were tabled at the meeting at which this by-law was passed.

53.4 Conditions

- (a) The conditions set in clause 42 will apply to the Major Works.
- (b) The Owner must, at the Owner's cost, comply with the conditions specified in clause 42 with respect to the Major Works.
- (c) The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Works and the common property occupied by the Major Works and, where necessary, renew or replace any fixtures or fittings comprised in those Major Works and that common property.
- (d) The Owners Corporation may exercise any of the functions conferred on it under clause 42 with respect to the Major Works.
- (e) The Owner must pay the reasonable cost of the Owners Corporation incurred in connection with approving and registering this by-law.
- (f) For the avoidance of doubt, this by-law operates as the approval of the Owners Corporation of the Major Works for the purposes of clause 42.

54. Lot 130 Special Works

54.1 Grant of Special Privilege

The Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) subject to the terms and conditions contained in this by-law.

54.2 Application of Other Definitions

A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.

54.3 Definitions

In addition to the definitions adopted under clause 54.2, the following definitions are also adopted:

- (a) **Bathrooms** means the main bathroom and ensuite bathroom in the Lot.
- (b) **Lot** means lot 130 in the Strata Plan.
- (c) **Major Works** means the works to the Common Property in the Bathrooms to be carried out in connection with the bathroom renovation works for the Lot, being:
 - (i) the demolition, stripping out and disposal of existing tiles, fixtures and fittings;
 - (ii) the cement rendering of walls affected by the demolition described in clause 54.3(c)(i);
 - (iii) the installation in each Bathroom of:
 - (A) full height wall tiles to the ceiling;

- (B) floor tiles;
 - (C) floor waste;
 - (D) a vanity with mirrors, downlights, basin and sink mixer;
 - (E) a GPO power point near the vanity described in clause 54.3(c)(iii)(D);
 - (F) an extraction fan;
 - (G) a shower, shower head, shower screen, strip grate and tap fittings;
 - (H) a free-standing bathtub;
 - (I) a new bath spout and mixer;
 - (J) a toilet roll holder, hand towel ring and robe hooks;
 - (K) a back-to-wall toilet suite;
 - (iv) in the main bathroom only:
 - (A) the demolition of the existing dropped ceiling;
 - (B) the installation of a Aquachek water-resistant dropped ceiling with new cornices and four downlights;
 - (v) the waterproofing of the entire floor area, bathtub, vanity, and shower wall;
 - (vi) the isolation and replacement of sprinkler heads and escutcheon plates; and
 - (vii) the carrying out of any other ancillary works to facilitate the installations set out in this clause 54.3(c).
- (d) **Owner** means the registered proprietor of the Lot.

54.4 Conditions

The Owner must at its own cost, and must procure any Occupier of the Lot to:

- (a) comply with the obligations set out in clauses 42.4 to 42.12;
- (b) provide the Owners Corporation or Strata Committee with any information requested by them in respect of the Major Works;
- (c) ensure that the Major Works are fire-proofed to satisfy the Australia fire standards required for the building; and
- (d) where necessary, repair, restore or otherwise make good those parts of Common Property or other Lots damaged by the carrying out of the Major Works.

54.5 Right to remedy default

- (a) If the Owner or any Occupier of the Lot fails to comply with any obligation under clause 54.4, then the Owners Corporation may:
 - (i) carry out all work necessary to perform that obligation;
 - (ii) enter upon any part of the Lot to carry out that work; and

- (iii) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause 54.5(a).
- (b) The Owner shall release the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owners Corporation carrying out any action under clause 54.5(a).
- (c) The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or any Occupier of the Lot failing to comply with clause 54.4.

55. Lot 20 Special Works

55.1 Grant of Special Privilege

The Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) subject to the terms and conditions contained in this by-law.

55.2 Application of Other Definitions

A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.

55.3 Definitions

In addition to the definitions adopted under clause 55.2, the following definitions are also adopted:

- (a) **Bathrooms** means the main bathroom and ensuite bathroom in the Lot.
- (b) **Kitchen** means the kitchen in the Lot.
- (c) **Laundry** means the laundry in the Lot.
- (d) **Living Room** means the living room, the dining room and the hallway in the Lot.
- (e) **Lot** means lot 20 in the Strata Plan.
- (f) **Major Works** means the works to the Common Property in the Bathrooms to be carried out in connection with the renovation works for the Lot, being:
 - (i) the demolition, stripping out and disposal of existing wall tiles (where applicable), fixtures and fittings in the Bathrooms, Kitchen and Laundry;
 - (ii) the demolition and disposal of existing flooring in the Bathrooms, Kitchen, Laundry and Living Room and installation of floor tiles;
 - (iii) the rendering of walls affected by the demolition described in clause 55.3(f)(i);
 - (iv) the installation in the Kitchen of:
 - (A) cabinets; and
 - (B) appliances;

- (v) the installation in each Bathroom of:
 - (A) replacement cornices;
 - (B) full height wall tiles to the ceiling;
 - (C) floor waste;
 - (D) a vanity with mirrors;
 - (E) a shaving cabinet;
 - (F) shelving;
 - (G) basin and wall mixers;
 - (H) a shower screen and rail shower;
 - (I) a freestanding corner bathtub;
 - (J) a swivel wall bath spout;
 - (K) a toilet roll holder, towel rails and towel rings
 - (L) a back-to-wall toilet suite;
 - (vi) in the main bathroom only, repair of the patch corroded metal fire-rated frame;
 - (vii) the installation in the Laundry of:
 - (A) a laundry tub;
 - (B) a pair of washing machine cocks;
 - (C) a kitchen tap; and
 - (D) floor waste;
 - (viii) the waterproofing of the Bathrooms and the Laundry; and
 - (ix) the carrying out of any other ancillary works to facilitate the installations set out in this clause 55.3(f).
- (g) **Owner** means the registered proprietor of the Lot.

55.4 Conditions

The Owner must at its own cost, and must procure any Occupier of the Lot to:

- (a) comply with the obligations set out in clauses 42.4 to 42.12;
- (b) provide the Owners Corporation or Strata Committee with any information requested by them in respect of the Major Works;
- (c) ensure that the Major Works are fire-proofed to satisfy the Australia fire standards required for the building; and
- (d) where necessary, repair, restore or otherwise make good those parts of Common Property or other Lots damaged by the carrying out of the Major Works.

55.5 Right to remedy default

- (a) If the Owner or any Occupier of the Lot fails to comply with any obligation under clause 55.4, then the Owners Corporation may:
 - (i) carry out all work necessary to perform that obligation;
 - (ii) enter upon any part of the Lot to carry out that work; and
 - (iii) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause 55.5(a).
- (b) The Owner shall release the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owners Corporation carrying out any action under clause 55.5(a).
- (c) The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or any Occupier of the Lot failing to comply with clause 55.4.

56. By-law to authorise the owner of Lot 424 to add to, alter and erect new structures on the common property and exclusive use

56.1 Definitions

In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 424 in strata scheme 58946.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 58946.
- (f) **Works** means all building works and all related services supplied to effect the kitchen renovation in accordance with the following:
 - (i) Removal of existing fixtures and fittings including cabinetry, benchtops and sink;

- (ii) Installation of new fixtures and fittings including cabinetry, stone benchtops and sink;
 - (iii) Removal of the existing floor and wall tiles in the kitchen of the Lot, and installation of new wall and floor tiles in the kitchen of the Lot;
 - (iv) Reconfiguration of power outlets and tapware as required; and
 - (v) All associated penetrations, plumbing and electrical connections,
in accordance with the kitchen plan, annexed to this by-law and marked Annexure "A".
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

56.2 Interpretation

In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

references to legislation includes references to amending and replacing legislation.

56.3 Grant of right

- (a) The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- (b) The Owner has the exclusive use of the Exclusive Use Area.

56.4 Conditions – Before commencement

Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
- (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

56.5 Conditions – During construction

Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
- (c) use reasonable endeavours to cause as little disruption as possible;

- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

56.6 Conditions – After construction

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

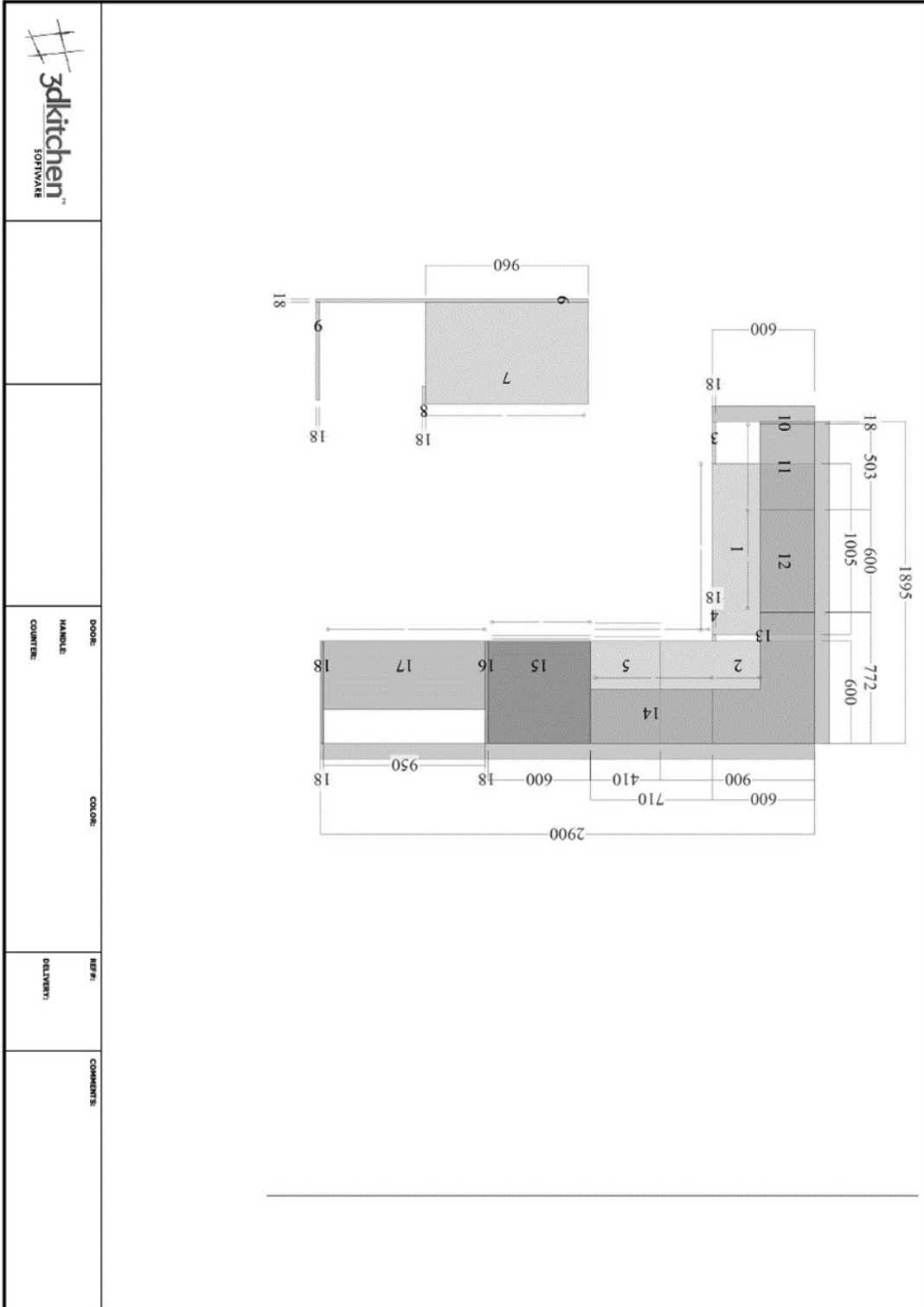
- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
- (c) provide the Owners Corporation with a copy of any certificate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


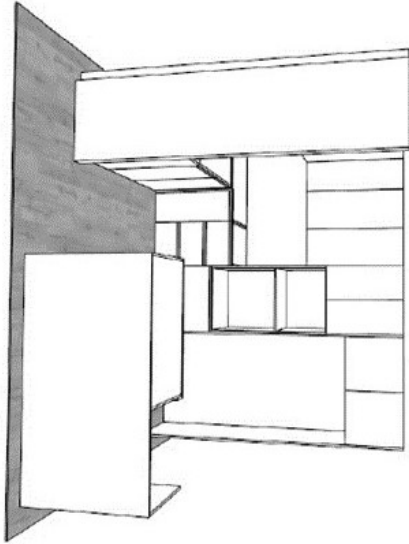
56.7 Conditions – enduring rights and obligations

The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works; and
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Annexure "A"
Kitchen Plans



	
<p>DOOR: HANDLE: COUNTERS:</p> <p>COLOR:</p>	
<p>REF#: DELIVERY:</p>	
<p>COMMENTS:</p>	

57. Lot 439 Special Works and Exclusive Use Right

57.1 Grant of Special Privilege and Exclusive Use Right

The Owner has:

- (a) the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture); and
- (b) the right of exclusive use and enjoyment of those parts of the Common Property attached to or occupied by the Major Works,

subject to the terms and conditions contained in this by-law.

57.2 Application of Other Definitions

A term which is capitalised in this by-law but not defined in this by-law has the meaning given to it in clause 1.2 or in clause 42, as applicable.

57.3 Definitions

In addition to the definitions adopted under clause 57.2, the following definitions are also adopted:

- (a) **Lot** means lot 439 in strata plan 58946.
- (b) **Major Works** means the works to the Common Property to be carried out in connection with the installation of a Tesla Charger in the Garage, being:
 - (i) the installation of the Tesla Charger;
 - (ii) the cabling works to connect of the Tesla Charger to the Lot's electrical infrastructure; and
 - (iii) the carrying out of any other ancillary works to facilitate the installations set out in this clause 57.3(b).
- (c) **Garage** means the car space in the Lot.
- (d) **Owner** means the registered proprietor of the Lot.
- (e) **Tesla Charger** means a Tesla electric vehicle charging station.

57.4 Conditions

The Owner must at its own cost, and must procure any Occupier of the Lot to:

- (a) comply with the obligations set out in clauses 42.4 to 42.12;
- (b) provide the Owners Corporation or Strata Committee with any information requested by them in respect of the Major Works;
- (c) ensure that the Major Works are fire-proofed to satisfy the Australia fire standards required for the building;
- (d) where necessary, repair, restore or otherwise make good those parts of Common Property or other Lots damaged by the carrying out of the Major Works; and
- (e) without limiting the obligations in clause 42.9:

- (i) install the Tesla Charger in accordance with manufacturer specifications for apartment use;
- (ii) ensure the Tesla Charger is only used for the purpose of charging compatible electric or hybrid electric vehicles; and
- (iii) not do any thing which may cause the switchboard servicing the Lot or any other switchboard to overload.

57.5 Right to remedy default

- (a) If the Owner or any Occupier of the Lot fails to comply with any obligation under clause 57.4, then the Owners Corporation may:
 - (i) carry out all work necessary to perform that obligation;
 - (ii) enter upon any part of the Lot to carry out that work; and
 - (iii) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause 57.5(a).
- (b) The Owner shall release the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owners Corporation carrying out any action under clause 57.5(a).
- (c) The Owner shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in relation to the Owner or any Occupier of the Lot failing to comply with clause 57.4.

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 56443 was affixed on 24.05.2022
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:.. Andrew Abbott.. Authority:.. Compulsory Strata Manager..