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Instrument setting out the details of by-laws to be created upon registration of a strata plan

## Draft By-Laws

**Stellar**

**771-775 Victoria Road, Ryde**

**SP10047**



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## By-Laws for 771-775 Victoria Road, Ryde

### Dictionary

#### Meaning of words

1. Words in italics are defined terms. Defined terms (in any form) mean:

**Air Conditioning Services** means:

- (a) the condenser and associated fan unit and includes, without limitation, the reticulation piping and ductwork supplying air conditioning to lots; and
- (b) any replacement air conditioning condenser, associated fan unit, reticulation piping and ductwork having generally the same location as the condenser, associated fan unit, reticulation piping or ductwork that it replaced.

**balcony** means a balcony or terrace in an apartment that forms part of a lot.

**building** means the buildings erected on the land known as 771-775 Victoria Road, Ryde.

**building manager** means the building manager appointed by the owners corporation under by-laws 99 to 105.

**building works** means alterations, additions, damage, removal, repairs or replacement of:

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

**building works** include altering or removing a Party Wall according to by-laws 69 to 72 but excludes:

- (a) minor fit out works inside a lot; and
- (b) works or alterations to the interior of common property walls enclosing a lot (eg hanging pictures or attaching items to those walls).

**Business Sign** means an appropriate trade or business sign.

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**carspace** means a carspace that:

- (a) forms part of a lot (or comprises a separate lot); and
- (b) which is part of the common property, but which can be exclusively used by an owner of a lot under an exclusive use by-law.

**common property** means:

- (a) common property in *Stellar*; and
- (b) personal property of the owners corporation.

**Council** means City of Ryde

**Developer** means Ryde 88 Pty Limited ACN 608 913 533

**executive committee** means the executive committee of the owners corporation.

**exclusive use by-laws** means by-laws granting owners exclusive use and special privilege rights over common property according to Part 7, Division 3 of the Management Act.

**garbage facilities** means:

- (a) any garbage chutes, garbage rooms and any other garbage storage areas located on common property for use by owners and occupiers in *Stellar*; and
- (b) the equipment and machinery for chutes and equipment and machinery placed or installed in the garbage room or garbage storage areas by the Owners Corporation or when the strata plan for *Stellar* was registered.

**government agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

**lot** means a lot in *Stellar*.

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

**occupier** means the occupier, lessee or licensee of a lot.

**owner** means:

- (a) the owner for the time being of a lot;
- (b) if a lot is subdivided or resubdivided, the owners for the time being of the new lots;
- (c) for an exclusive use by-law, the owner(s) of the lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a lot.

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**owners corporation** means the owners corporation formed on the registration of the Strata Plan.

**Party Wall** means a common property wall between two lots. See by-laws 69 to 72 about making alterations to or removing Party Walls.

**Prohibited Use** means any use or development prohibited by any laws or Council.

**Residential Lot** means each of Lots 1-96 inclusive in the Strata Plan.

**Retail Lot** means each of Lots 97 and 98 inclusive in the Strata Plan.

**rules** means rules made by the owners corporation according to by-laws 106 to 109.

**security key** means a key, magnetic card or other device or information used in *Stellar* to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See by-laws 85 to 93 for more information.

**Stellar** means the strata scheme created by the registration of Strata Plan.

**strata manager** means the person appointed by the owners corporation as its strata managing agent under section 27 of the Management Act. If the owners corporation does not appoint a strata managing agent, strata manager means the secretary of the owners corporation.

**Strata Plan** means the strata plan registered with these by-laws.

### Interpreting the by-laws

2. Headings do not affect the interpretation of the by-laws.
3. In the by-laws a reference to:
  - (a) words that this by-law does not explain have the same meaning as they do in the Management Act;
  - (b) you means an owner or occupier of a lot;
  - (c) by-laws means the by-laws under the Management Act which are in force for *Stellar*;
  - (d) a thing includes the whole or each part of it;
  - (e) a document includes any variation or replacement of it;
  - (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
  - (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
  - (h) a third party includes a person who is not an owner;



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- (i) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (j) the singular includes the plural and vice versa.

## About the by-laws

### Purpose of the by-laws

- 4. The by-laws regulate the day to day management and operation of *Stellar*. They are an essential document for the owners corporation and everyone who owns or occupies a lot in *Stellar*.
- 5. The by-laws are designed to maintain the quality of *Stellar*. They operate to enhance everyone's use and enjoyment of their lot and the common property.

### Who must comply with the by-laws?

- 6. Owners and occupiers of all lots must comply with the by-laws.
- 7. The owners corporation must comply with the by-laws.

## Your behaviour

### What are your general obligations?

- 8. You must not:
  - (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or common property by another owner or occupier;
  - (b) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
  - (c) smoke cigarettes, cigars or pipes while you are on common property or in part of a lot which is air conditioned or allow smoke from them to enter common property;
  - (d) obstruct the legal use of common property by any person;
  - (e) do anything in *Stellar* which is illegal; or
  - (f) do anything which might damage the good reputation of the owners corporation or *Stellar*.

### Complying with the law

- 9. You must comply on time and at your cost with all laws relating to:
  - (a) your lot;
  - (b) the use of your lot; and

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- (c) common property to which you have a licence, lease or a right to use under an exclusive use by-law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies.

## You are responsible for others

### What are your obligations?

- 10. You must:
  - (a) take all reasonable actions to ensure your visitors comply with the by-laws;
  - (b) make your visitors leave *Stellar* if they do not comply with the by-laws;
  - (c) take reasonable care about who you invite into *Stellar*; and
  - (d) if you are the owner or occupier of an apartment, accompany your visitors at all times, except when they are entering or leaving *Stellar*.

You must not allow another person to do anything that you cannot do under the by-laws.

### Requirements if you lease your lot

- 11. If you lease or licence your lot, you must:
  - (a) ensure that your tenant or licensee and their visitors comply with the by-laws; and
  - (b) take all action available to you, including action under the lease or licence agreement, to make them comply or leave *Stellar*.

## Your lot

### What are your general obligations?

- 12. You must:
  - (a) keep your lot clean and tidy and in good repair and condition;
  - (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your lot (whether or not you made the installation or alteration);
  - (c) notify the owners corporation if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the owners corporation. See by-law 79 for important information about increasing and paying for insurance premiums; and

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- (d) at your expense, comply with all laws about your lot including, without limitation, requirements of government agencies.

**When will you need consent from the owners corporation?**

- 13. You must have consent from the owners corporation to:
  - (a) carry out building works in your lot (see by-law 63 to 72 for more information);
  - (b) subject to your rights under the by-laws , keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of *Stellar*;
  - (c) store anything in your carspace (other than a vehicle);
  - (d) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your lot if they are visible from outside your lot or *Stellar*; or
  - (e) attach or hang an aerial or wires outside your lot or *Stellar*.

**Floor coverings**

- 14. You must keep the floors in your lot covered or treated to stop the transmission of noise which might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, lavatory or laundry of your lot.
- 15. You must have consent from the owners corporation to remove or interfere with floor coverings or treatments in your lot that assist to prevent the transmission of noise which might unreasonably disturb another owner or occupier.

**Window coverings**

- 16. Window coverings (eg curtains, blinds and louvres) in your lot must be white or off white in colour.
- 17. Additionally, external blinds or other external window treatments on balconies installed as at the date of the registration of the Strata Plan are common property and will be maintained by the owners corporation from time to time. Each owner must allow reasonable access to their lot to the owners corporation for routine maintenance, cleaning and repair of such external window treatments from time to time.

**Cleaning windows**

- 18. You must clean the glass in windows and doors of your lot (even if they are common property). However, you do not have to clean the external glass in windows or doors, which must be cleaned by the owners corporation.

**The balcony of your apartment**

- 19. You may keep planter boxes, pot plants, landscaping, occasional furniture, awnings and outdoor recreational equipment on the balcony of your lot only if:

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- (a) it is a type approved by the owners corporation;
- (b) it is of a standard commensurate with the standard of *Stellar*;
- (c) it will not (or is not likely to) cause damage;
- (d) you indemnify the owners corporation in relation to its use, maintenance and repair and any damage it may cause to the common property or another lot; and
- (e) it is not (or is not likely to become) dangerous.

**Other restrictions**

20. You may not do any of the following without the consent of the owners corporation:

- (a) place or affix any wires, security devices, antennae or air-conditioning units on a balcony or any other external area or surface of a lot;
- (b) install a solid fuel burning appliance in your lot;
- (c) enclose the balcony of your lot; or
- (d) enclose a carspace.

21. To enable the owners corporation to inspect, repair or replace common property, the owners corporation may require you, at your cost, to temporarily remove and store items from the balcony of your lot that are not common property.

**Drying your laundry**

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

**Musical Instruments**

23. Subject to compliance with by-law (a), you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00pm.

**Rights of the Owners Corporation to enter your lot**

24. The owners corporation has the right to enter your lot to operate, inspect, test, treat, use, maintain, repair or replace common property. The procedures with which the owners corporation must comply when it exercises this right are in the Management Act.

**Storing and operating a portable barbeque**

**Obligations of owners and occupiers**

25. You may store and operate a portable barbeque on the balcony of your lot if:

- (a) it is a type approved according to by-law 26;

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- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is covered when you are not operating it;
- (e) it is kept clean and tidy; and
- (f) you comply with by-laws 26 to 28.

### **Types of portable barbeques**

26. You may store and operate the following types of portable barbeques on the balcony of your lot:
- (a) a covered kettle style portable barbeque;
  - (b) a covered gas or electric portable barbeque; and
  - (c) any other type approved by the owners corporation.

However, you may not store or operate a portable barbeque on the balcony of your lot if that portable barbeque has no cover.

### **Operating a portable barbeque**

27. You may only operate your barbeque during the hours of 9:00 am and 9:00 pm or otherwise during hours approved by the owners corporation.
28. You must not permit smoke, odours or noise associated with the use of a portable barbeque on your lot to be emitted on to other lots in *Stellar* to the extent which may cause a nuisance to other owners and occupiers in *Stellar*.

### **Alarms and security devices**

29. You may install a security alarm in your lot without consent from the owners corporation if:
- (a) the alarm is a "back to base" facility;
  - (b) the alarm is silent;
  - (c) the alarm does not have flashing lights; and
  - (d) the installation is not attached to or does not interfere with Common Property (eg is not attached to the ceiling of the balcony of your lot).

Otherwise, you must have consent from the owners corporation before you install an alarm.

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## Keeping of animals

30. Subject to section 139(5) of the Act, an owner or occupier must not, without the written consent of the owners corporation, keep any animal on its lot or on common property.
31. A request for written consent of the owners corporation must include:
- (a) details of the type and size (including weight) of the animal, and
  - (b) a photograph of the animal,
- and consent will not be granted for an animal other than a:
- (c) cat, or
  - (d) dog (other than a dangerous dog as defined in the *Companion Animals Act 1998*), or
  - (e) caged bird, and/or
  - (f) fish in a secure aquarium which is no larger than 50 litres in capacity, or
  - (g) any other small animal approved by the owners corporation.
32. An owner or occupier must ensure that its cat or dog is vaccinated and micro chipped, registered with the Council and its registration number is given to the owners corporation before and while it is kept on the owner's or occupier's lot.
33. An owner and occupier must ensure that its cat, dog or bird:
- (a) is kept within the lot whenever practicable
  - (b) is carried, leashed, caged or otherwise kept under control when on the common property
  - (c) is prevented from fouling the common property and that any such fouling is immediately removed, and
  - (d) does not interfere with the peaceful enjoyment of another owner or occupier of a lot in *Stellar*, or damage the common property or the property of another owner or occupier and that any such damage must immediately be made good at no cost to the owners corporation.
34. Any animal found on the common property that is not carried, leashed, caged or otherwise accompanied by an owner, occupier or visitor at all times while on the common property, may be removed at that time from the common property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense an owner, occupier or visitor to *Stellar* any associated costs, including but not limited to any costs associated with the animal's recovery.
35. If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another owner or occupier of a lot, the owners corporation

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is entitled to rescind its consent by way of written notice to the owner or occupier, following which the animal must be removed from the lot and *Stellar* within seven days.

36. Nothing in this by-law overrides the operation of the *Companion Animals Act 1998*.

## Erecting a sign

### What are your obligations?

37. Subject to this by-law, you must have consent from the owners corporation to erect a sign (including without limit 'For Sale' or 'For Lease' signs:
- (a) in your lot that is visible from outside your lot; or
  - (b) on common property.

### The developer

38. While the developer is an owner, the developer does not need consent from the owner's corporation to erect and display 'For Sale' or 'For Lease' signs in a lot or on common property.

## Fire Control

### What are your obligations?

39. You may keep flammable materials in your lot only if you:
- (a) use them in connection with the lawful use of your lot; and
  - (b) keep them in reasonable quantities according to the guidelines of government agencies.
40. You and the owner's corporation must comply with laws about fire control.

### Restrictions about fire safety

41. You must not:
- (a) keep flammable materials on common property;
  - (b) interfere with fire safety equipment;
  - (c) obstruct fire stairs or fire escapes; or
  - (d) keep flammable materials in your carspace.

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## Moving and delivering furniture and goods

### Moving in

42. You must make arrangements with the owner's corporation at least 48 hours before you move in to or out of *Stellar* or move large articles (eg furniture) through common property.

### What are your obligations?

43. When you take deliveries or move furniture or goods through *Stellar*, you must:
- (a) comply with the reasonable requirements of the owners corporation, including requirements to fit an apron cover to the common property lift;
  - (b) repair any damage you (or the person making the delivery) cause to common property; and
  - (c) if you (or the person making the delivery) spill anything onto common property, immediately remove the item and clean that part of the common property.

### Rules

44. The owner's corporation may make rules to control the delivery of furniture and goods and, in particular, the use of the common property lifts by owners and occupiers.
45. Subject to and without limiting the provisions of by-laws 43 and 44, you must not transport any furniture or large objects through or on common property unless:
- (a) it is between the hours of 7:00am and 4:30pm from Monday to Saturday inclusive (excluding public holidays);
  - (b) an application form, in the form provided by the owners corporation from time to time, has been properly completed and submitted to the owners corporation not less than 48 hours prior to any proposed access to the building or any common property;
  - (c) you give to the owners corporation a security deposit in the amount of \$1,000 (or such other amount as may be determined by the owners corporation from time to time) as security for your obligations under by laws 42, 43, 44 and 45 and which may be used by the owners corporation towards the satisfaction of any of your obligations including without limitation:
    - (i) repairing any damage you (or the person making the devlier) cause to common property;
    - (ii) cleaning or removing anything you (or the person making the delivery) spill or leave on common property; and
    - (iii) complying with any other reasonable requirements of the owners corporation; and



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- (d) if you have engaged a commercial removalist to transport the furniture or large objects, you give to the owners corporation evidence of public liability and contractors all risk insurance satisfactory to the owners corporation and held by such removalist for the benefit and protection of the owners corporation covering without limitation any loss or damage to the building and death or injury.

### **Parking on common property**

- 46. You must have consent from the owners corporation to park or stand a vehicle on common property.
- 47. You must not permit your visitor to park or stand a vehicle on any area within *Stellar* other than in designated visitor parking bays as defined on the Strata Plan.

### **Visitor Parking**

- 48. Visitors of owners and occupiers of Residential Lots in *Stellar* may use the residential visitor parking bays subject to the following:
  - (a) use is limited to 4 hours visitation during the hours of 8am to 8pm; and
  - (b) use is limited to 12 hours visitation during the hours of 8pm to 8am.
- 49. Owners and occupiers of Residential Lots and Retails Lots in *Stellar* are not entitled to use the visitor parking bays.

### **Bicycle Storage**

- 50. Any bicycle storage located on the common property is for use by owners and occupiers of lots at the sole risk and cost of each user.
- 51. You must not use any bicycle storage located on common property for any purpose other than as a bicycle storage.

### **Controlling traffic in Common Property**

- 52. In addition to its powers under the Management Act, the owners corporation has the power to:
  - (a) impose a speed limit for traffic in common property;
  - (b) impose reasonable restrictions on the use of common property driveways and parking areas;
  - (c) install speed humps and other traffic control devices in common property;
  - (d) install signs about parking; and
  - (e) install signs to control traffic in common property and, in particular, traffic entering and leaving *Stellar*.

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## How to dispose of your garbage

### Making rules

53. The owners corporation may make rules about the storage and removal of garbage from *Stellar*.

### Requirements for lots

54. You must dispose of their garbage and recyclable materials according to by-laws 55 to 62.

### General obligations

55. Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:
- (a) on common property;
  - (b) in an area of your lot which is visible from outside your lot; or
  - (c) in your carspace.
56. If you spill garbage on common property, you must immediately remove that rubbish and clean that part of common property.

## Garbage disposal and the garbage facilities - Residential Lots

### What are the obligations of owners and occupiers of Residential Lots?

57. You must drain and securely wrap household garbage and put it in the garbage chute in the common property on your level.
58. You must not:
- (a) put bottles or glass in a garbage chute for household garbage;
  - (b) put liquids in a garbage chute for household garbage;
  - (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
  - (d) put boxes or large items in a garbage chute that might block it.
59. You must:
- (a) leave your other garbage and recyclable materials in the area or designated by the owners corporation for that purpose;
  - (b) recycle garbage according to instructions from the owners corporation and the Council;

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- (c) drain and clean bottles and make sure they are not broken before they are placed for recycling (in the location according to the owners corporation's instructions).

**Maintaining the garbage facilities**

60. The owner's corporation must:

- (a) regularly clean, maintain, repair and, where necessary, replace the garbage facilities;
- (b) make available for collection by Council household garbage and recyclable materials placed in the garbage facilities; and
- (c) arrange for the removal from the garbage facilities large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant owner or occupier of a lot).

**Additional rights and obligations of the owner's corporation**

61. The owners corporation may:

- (a) restrict access to any garbage room by security key according to by-laws 85 to 93. The owners corporation must provide owners and occupiers with a security key for the garbage room applicable to their lot according to by-laws 85 to 93;
- (b) make rules about using the garbage facilities and the storage and disposal of garbage and recyclable materials from lots; and
- (c) make rules allocating on a proportional unit entitlement basis for the sum of the unit entitlements of the relevant lots the costs of any special garbage removal, cleaning or other service required to service any particular lot or lots including specifically the lots allocated for or having commercial or retail use.

**Cleaning up spills**

62. If you spill garbage on common property, you must immediately remove that rubbish and clean that part of common property.

**Carrying out building works**

**When do you need consent?**

63. Subject to the by-laws, you must have consent from the owner's corporation to carry out building works.

**When is consent not necessary?**

64. You do not need consent from the owners corporation under this by-law to:

- (a) if you are the developer, erect a 'For Sale' or 'For Lease' sign according to by-law 38;

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- (b) alter or remove a Party Wall according to by-laws 69 to 72; or
- (c) carry out building works which you are entitled to carry out under an exclusive use by-law.

65. However, you must comply with by-laws 66 to 68 when you erect the sign or carry out the building works.

**Procedures before you carry out building works**

66. When you carry out building works, you must:
- (a) obtain necessary consents from the owners corporation and government agencies;
  - (b) find out where service lines and pipes are located;
  - (c) obtain consent from the owners corporation if you propose to interfere with or interrupt services; and
  - (d) if you do not need consent to carry out the building works, give the owners corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the building works.

**Procedures when you carry out building works**

67. If you carry out building works, you must:
- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation;
  - (b) carry out the building works in a proper manner and to the reasonable satisfaction of the owners corporation; and
  - (c) repair any damage you (or persons carrying out the building works for you) cause to common property or the property of another owner or occupier.

**Making arrangements with the owner's corporation**

68. Before you carry out building works (including building works for which you do not require consent from the owners corporation), you must:
- (a) arrange with the owner's corporation a suitable time and means by which to access *Stellar* for purposes associated with those building works;
  - (b) comply with the reasonable requirements of the owner's corporation about the time and means by which you must access *Stellar*; and
  - (c) ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the owner's corporation about the times and means by which they must access *Stellar*.

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## Party Walls

### When may you alter or remove a Party Wall?

69. You may alter or remove a Party Wall if:
- (a) you own the lots separated by the Party Wall or you have the consent of the owner of the adjoining lot;
  - (b) it is not a structural wall;
  - (c) before you carry out the work, you provide the owners corporation with a certificate from a qualified structural engineer reasonably acceptable to the owners corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect common property or other lots (including services to those lots); and
  - (d) you comply with the procedures in this by-law.
70. Otherwise, you must have the consent of the owner's corporation to alter or remove a Party Wall.

### What consents are necessary?

71. You do not need consent from the owner's corporation to alter or remove a Party Wall (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from government agencies before you alter or remove a Party Wall.

### What are the conditions for carrying out the work?

72. It is a condition of you altering or removing a Party Wall that you:
- (a) carry out the work in the method certified by the structural engineer under by-law 69;
  - (b) if appropriate, comply with section 19 of the *Strata Schemes Development Act 2015* and lodge any necessary building alteration plan with the Registrar-General;
  - (c) comply with by-laws 66 to 68; and
  - (d) acknowledge for yourself and future owners of your lot that the owners corporation does not have to reinstate the Party Wall.

## Licences

### Powers of the owners corporation

73. In addition to its powers under the Management Act, the owner's corporation has the power to grant licences to owners and occupiers to use parts of common property.

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74. The owner's corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

**What provisions may a licence include?**

75. Licences the owners corporation grants under this by-law may include provisions about, but need not be limited to:
- (a) payments under the licence;
  - (b) the term of the licence;
  - (c) the permitted uses of the licensed areas;
  - (d) the maximum number of persons allowed in the licensed area;
  - (e) insurances the licensee must effect; and
  - (f) cleaning and maintaining the licensed area.

**Damage to common property**

**What are your obligations?**

76. Subject to the by-laws, you must:
- (a) use common property equipment only for its intended purpose;
  - (b) immediately notify the owners corporation if you know about damage to or a defect in common property; and
  - (c) compensate the owners corporation for any damage to common property caused by you, your visitors or persons doing work or carrying out building works in *Stellar* on your behalf

**When will you need consent from the owner's corporation?**

77. Subject to the by-laws, you must have consent from the owners corporation to:
- (a) interfere with or damage common property;
  - (b) remove anything from common property that belongs to the owners corporation;  
or
  - (c) interfere with the operation of common property equipment.

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## Insurance premiums

### Consent from the owner's corporation

78. You must have consent from the owner's corporation to do anything that might invalidate, suspend or increase the premium for an owner's corporation insurance policy.

### Payments for increased premiums

79. If the owners corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the owners corporation for any increased premium. If you do not agree with the conditions, the owner's corporation may refuse its consent.

## Security at *Stellar*

### Rights and obligations of the owners corporation

80. The owners corporation must take reasonable steps to:
- (a) stop intruders coming into *Stellar*; and
  - (b) prevent fires and other hazards.

### Installation of security equipment

81. In addition to its powers under the Management Act and subject to the bylaws, the owner's corporation has the power to install and operate in common property audio and visual security cameras and other audio and visual surveillance equipment for the security of *Stellar*.

### Restricting access to common property

82. In addition to its powers under the Management Act and subject to the bylaws, the owners corporation has the power to:
- (a) close off or restrict by security key access to parts of common property that do not give access to a lot;
  - (b) restrict by security key your access to levels in *Stellar* where you do not own or occupy a lot or have access to according to an exclusive use by-law; and
  - (c) allow security personnel to use part of common property to operate or monitor security of *Stellar*. The owner's corporation may exclude you from using these plans of common property.

### What are your obligations?

83. You must not:
- (a) interfere with security cameras or surveillance equipment; or

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(b) do anything that might prejudice the security or safety of *Stellar*.

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

## Security keys

### Providing owners and occupiers with security keys

85. Subject to this by-law, the owner's corporation may give you a security key if it restricts access to common property under by-law 82.

86. The owners corporation must provide you with at least one security key for:

- (a) the common property lift;
- (b) the access and exit doors into *Stellar* building (eg to the common property foyer);
- (c) your level of *Stellar*; and
- (d) the carpark level of *Stellar*.

### Fees for additional security keys

87. The owner's corporation may charge you a fee or bond if you require extra or replacement security keys (in addition to those which you are entitled to receive under by-law 86).

### Who do security keys belong to?

88. Security keys belong to the owner's corporation.

### Managing the security key system

89. In addition to its powers under the Management Act, the owner's corporation has the power to make agreements with another person to exercise its functions under this by-law and, in particular, to manage the security key system. The agreement may have provisions requiring owners to pay the other person an administration fee for the provision of security keys.

90. In addition to its powers under the Management Act, the owners corporation has the power to:

- (a) re-code security keys; and
- (b) require you to promptly return your security keys to the owners corporation to be re-coded.

### What are your obligations?

91. You must:



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- (a) comply with the reasonable instructions of the owner's corporation about security keys and, in particular, instructions about re-coding and returning security keys;
- (b) take all reasonable steps not to lose security keys;
- (c) return security keys to the owner's corporation if you do not need them or if you are no longer an owner or occupier; and
- (d) notify the owner's corporation immediately if you lose a security key.

92. You must not:

- (a) copy a security key; or
- (b) give a security key to someone who is not an owner or occupier.

**Procedures if you lease your lot**

93. If you lease or licence your lot, you must include a requirement in the lease or licence that the occupier return security keys to the owner's corporation when they no longer occupy a lot in *Stellar*.

**Air conditioning**

**Exclusive use by-law**

94. This is an exclusive use by-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owner of each lot that has the benefit of this exclusive use by-law.

**Exclusive use rights**

95. The owner of each lot has:
- (a) exclusive use of the Air Conditioning Services which exclusively service their lot and the right of access over the common property to access all components of the Air Conditioning Services which exclusively service their lot; and
  - (b) the special privilege to connect to and use the Air Conditioning Services which exclusively service their lot.

**Obligations of the owners corporation**

96. The Owners Corporation must operate, maintain, repair and, where necessary, replace the common property to which any components of the Air Conditioning Services which are for the exclusive use of a lot are attached.

**Obligations of owners**

97. The owner of each lot must, at the cost of the owner:

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- (a) operate, maintain, repair and, where necessary, replace Air Conditioning Services exclusively servicing their lot;
- (b) if the owners corporation requires, use contractors approved by the owners corporation to maintain, repair and replace Air Conditioning Services exclusively servicing their lot; and
- (c) comply with the requirements of government agencies about Air Conditioning Services.

98. Owners may access the common property at all reasonable times for the purpose of complying with its obligations under by-law 97.

## Agreement with the Building Manager

### Purpose of the agreement

99. In addition to its powers under the Management Act, the owner's corporation has the power to appoint and enter into an agreement with the building manager to provide management and operational services for *Stellar*.

### Initial period

100. The owner's corporation may enter into an agreement with the building manager under this by-law during the initial period for *Stellar*.

### Terms of the agreement

101. The terms of the agreement entered into by the owner's corporation under this by-law must not exceed five (5) years with one option of up to five (5) years. The agreement may have provisions about:
- (a) the rights of the owners corporation to terminate the agreement early if the building manager does not properly perform its functions or comply with its obligations under the agreement; and
  - (b) the rights of the building manager to terminate the agreement early if the owners corporation does not comply with its obligations under the agreement.

### Remuneration of the building manager

102. The remuneration of the building manager for the first year of the initial agreement under this by-law must not exceed an amount which is commercial as determined by the owner's corporation. The remuneration of the building manager for the second and subsequent years of the agreement (and for any subsequent agreements) must be calculated according to increases in the Consumer Price Index (All Groups) for Sydney published by the Australia Bureau of Statistics or by any other method reasonably determined by the owners corporation.

### Duties of the building manager

103. The duties of the building manager under an agreement may include:

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- (a) caretaking, supervising and servicing common property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of common property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through common property;
- (e) co-ordinating the carrying out of building works;
- (f) managing the security key system and providing security keys according to the by-laws;
- (g) providing services to the owners corporation, owners and occupiers;
- (h) supervising employees and contractors of the owners corporation;
- (i) supervising *Stellar* generally; and
- (j) doing anything else that the owners corporation agrees is necessary for the operation and management of *Stellar*.

**Consent from the building manager**

104. While an agreement is in force, the owner's corporation must have consent from the building manager to enter into an agreement with another person to provide the services contemplated by this by-law.

**Building management and You**

105. You must not:

- (a) interfere with or stop the building manager or the strata manager performing their obligations or exercising their rights under their agreements with the owners corporation; or
- (b) interfere with or stop the building manager or the strata manager using common property that the owner's corporation permits them to use.

**Rules**

**Powers of the owner's corporation**

106. In addition to its powers under the Management Act, the owners corporation has the power to make rules about the security, control, management, operation, use and enjoyment of *Stellar* and, in particular, the use of common property.

107. The owner's corporation may add to or change the rules at any time.

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**What are your obligations?**

108. You must comply with the rules.

**What if a rule is inconsistent with the by-laws?**

109. If a rule is inconsistent with the by-laws or the requirements of a government agency, the by-laws or requirements of the government agency prevail to the extent of the inconsistency.

**How are consents given?**

**Who may give consent?**

110. Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the owner's corporation at a general meeting; or
- (b) the executive committee at a meeting of the executive committee.

**Conditions**

111. The owner's corporation or the executive committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

**Can consent be revoked?**

112. The owner's corporation or the executive committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

**Failure to Comply with by-laws**

**Powers of the owners corporation**

113. The powers of the owner's corporation under this by-law are in addition to those that it has under the Management Act.

**What can the owner's corporation do?**

114. The owner's corporation may do anything on your lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the owners corporation, have not done properly.

115. The owner's corporation must give you a written notice specifying when it will enter your lot to do the work. You must:

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

116. The owner's corporation may recover any money you owe it under the bylaws as a debt.

### Applications and complaints

117. You must make any applications and complaints to the owner's corporation in writing and address them to the strata manager.

### Storage Spaces

118. The owners of lots to which a storage space or the like forms part is responsible for the maintenance, repair and replacement of any part of such storage space or bike locker including without limit, gates, cages and the like.

### Telecommunication Towers

119. Except to the extent that can be imposed on the owners corporation under the *Telecommunications Act 1993*, the owners corporation must not permit any part of the common property to be used for the erection or maintenance of any telecommunications towers, receivers, reflectors or other similar plant and equipment.

### Exclusive Use Area - Residential Lots

120. The owners and occupiers of the Residential Lots have the exclusive use of the common property located on levels from the Ground level to level 8 of the building (inclusive of both the Ground level and level 8) including the exclusive use of lifts to access those levels.

121. The owners and occupiers of the Residential Lots have the right, shared with the other owners and occupiers of Residential Lots, of exclusive use and enjoyment of the residential garbage room located on Basement Level 1 of the building and marked as or designated "waste room - residential" on the Strata Plan.

122. The opening hours for the garden area on level 1 in the building and the entertainment area in level 8 of the building both forming part of common property (**Garden and Entertainment Area**) will be restricted to between 9am and 9pm, 7 days per week. The owners and occupiers of Residential Lots must:

- (a) not access or use the Garden and Entertainment Area outside of these hours;
- (b) not exclude any other owners and occupiers of Residential Lots from using the the Garden and Entertainment Area; and
- (c) only use the Garden and Entertainment Area for quiet activities (such as dining, sunning and reading) and must not hold any parties or undertake any activities in the Garden and Entertainment Area which are noisy or cause disturbance or annoyance to other owners and occupiers of Residential Lots.

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- 123. The owners corporation may impose penalties of up to \$1,000 to owners and occupiers who do not comply with by-law 122.
- 124. The owners corporation must continue to be responsible for the operation, proper maintenance of and keeping in a state of good and serviceable repair the exclusive use areas in by-laws 120 and 121.
- 125. The owners of the Residential Lots must bear all costs of the owners corporation in relation to the use, operation, maintenance and repair of the exclusive use areas in by-laws 120 and 121 in proportions according to the relative proportions of their respective unit entitlements.

## **Retail Lots**

### **Initial Fitout**

- 126. Each owner or occupier of a Retail Lot must ensure that any internal fitout (and the upgrade of any services) of that Retail Lot:
  - (a) is completed using high quality finishes and materials and in a proper and workmanlike manner;
  - (b) has the prior written consent of the executive committee (except where approved in writing by the original owner before registration of the Strata Plan) and any relevant Government Agency;
  - (c) complies with all relevant building codes and the requirements of any relevant Government Agency.

### **Signage and Lighting**

- 127. Any signs or lighting for a Retail Lot must not be erected or installed unless the sign or lighting is in a form satisfactory to and has firstly been approved by the executive committee in writing and any relevant Government Agency.
- 128. Once erected such signs and lighting must always be maintained to a high standard.

### **Operation of Businesses from the Retail Lots**

- 129. An owner or occupier of a Retail Lot must ensure that any business operated from that owner's or occupier's Retail Lot is always conducted:
  - (a) in accordance with all relevant laws and in a proper and professional manner;
  - (b) in a manner and with a use that is consistent with the nature of the building as predominantly an up-market residential building; and
  - (c) so as to maintain the cleanliness and good reputation of the building, and in that regard the owner and occupier of the Retail Lot must:
    - (i) promptly and properly:

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- (A) dispose of any rubbish left immediately outside the Retail Lots and place such rubbish in the garbage areas designated for use by the owner and occupier of the Retail Lot; and
- (B) keep any empty reusable containers within the Retail Lot, or within such areas designated for such purpose by the owners corporation;
- (ii) keep any wet refuse or food or food waste within a Retail Lot in the manner required by any health regulations until the times that such garbage may be transferred.

In determining any matter in connection with this by-law 129, the owners corporation must act reasonably and have regard to the business and uses the Retail Lots are lawfully put, subject to the provisions in by-laws 135(a) and 135(b).

**Insurances**

- 130. If the use of one or more of the Retail Lots results in an increase in the premium payable for any or all of the insurances effected by the owners corporation, the owner of the relevant Retail Lot must pay (and where more than one Retail Lot, the owners of the Retail Lots must each pay a fair proportion) to the owners corporation, of that increase in premium within 5 business days of notification in writing by the owners corporation. Provided the owner of the relevant Retail Lot complies with this clause, it will not be in breach of by-law 12(c) with respect to any increase in premium arising out of the use of its Retail Lot.

**Shopfront of Retail Lots - Exclusive Use and Enjoyment**

- 131. The owner and occupier of:
  - (a) Lot 97 has exclusive use and enjoyment of the shopfront for Lot 97 (being the exterior or façade of Lot 97) installed on the Common Property but only for the purpose for which it is intended; and
  - (b) Lot 98 has exclusive use and enjoyment of the shopfront for Lot 98 (being the exterior or façade of Lot 98) installed on the Common Property but only for the purpose for which it is intended.
- 132. The owner and occupier of:
  - (a) Lot 97 is liable for all costs connected with the repair and maintenance of the shopfront for Lot 97 (being the exterior or façade of Lot 97) installed on the Common Property; and
  - (b) Lot 98 is liable for all costs connected with the repair and maintenance of the shopfront for Lot 98 (being the exterior or façade of Lot 98) installed on the Common Property.

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133. The owner and occupier of:

- (a) Lot 97 must insure the plate glass in the shopfront for Lot 97 (being the exterior or façade of Lot 97) installed on the Common Property for not less than the replacement value of the plate glass; and
- (b) Lot 98 must insure the plate glass in the shopfront for Lot 98 (being the exterior or façade of Lot 98) installed on the Common Property for not less than the replacement value of the plate glass.

### Development Applications

134. A Retail Lot owner must obtain the prior approval of the owners corporation for the lodgement of any development application for use of a Retail Lot with a consent authority.
135. The owners corporation consents to the lodging of any development application by an owner or occupier of a Retail Lot for the use of that lot for any lawful purpose so long as the use:
- (a) is not a Prohibited Use; and
  - (b) will not cause the owner or occupier to be in breach of these by-laws.

### Grease arrestor

136. Subject to by-law 138, the owner and Occupiers of the Retail Lots have the exclusive use and enjoyment of the grease trap and related pipes installed on the Common Property area shown and marked as "A" in the diagram in Schedule 1 (**Exclusive Use Area A**).
137. The owner of Retail Lots:
- (a) are responsible for the operation, cleaning, repair and maintenance of Exclusive Use Area A; and
  - (b) if required by the owners corporation, must enter into a trade waste arrangement with Sydney Water Corporation Limited or any other appropriate authority.
138. On request by any Retail Lot owner, the owners corporation must act reasonably to grant exclusive use rights to a Retail Lot owner to connect to the grease arrestor and related pipes installed on the Common Property provided there is sufficient capacity to do so.

### Retail Garbage Area

139. The owners and occupiers of the Retail Lots have the right, shared with the other owners and occupiers of Retail Lots, of exclusive use and enjoyment of the retail garbage room located on Basement Level 1 of the building and marked as or designated "Waste Room (Commercial)" in the diagram in Schedule 2 (**Exclusive Use Area B**).
140. In exercising the rights granted under this clause in respect of Exclusive Use Area B, the owners and occupiers of the Retail Lots must
- (a) place garbage only in the receptacles provided for such purposes;



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- (b) keep the Exclusive Use Area B as clean and tidy as possible;
  - (c) only store dry refuse and not use Exclusive Use Area B in any way for the storage of wet refuse or food or food waste, although wet refuse, food and food waste may be stored in that area for minimal periods prior to collection of those materials by Council or a private contractor where no offensive or strong odours will result; and
  - (d) remove and return garbage receptacles and other items to and from the designated Council or private contractor garbage collection point for garbage removal and collection purposes.
141. The owners corporation must continue to be responsible for the operation, proper maintenance of and keeping in a state of good and serviceable repair the Exclusive Use Area B.
  142. The owners of the Retail Lots must bear all costs of the owners corporation in relation to the use, operation, maintenance and repair of Exclusive Use Area B in proportions according to the relative proportions of their respective unit entitlements.
  143. The owners corporation may enter Exclusive Use Area B at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.

**Exhaust Fans**

144. The owner or occupier of a Retail Lot may have an exhaust system installed in its lot subject to it complying with by laws 57 to 62.
145. The owner or occupier of a Retail Lot must ensure that no offensive or strong odours emanate from the Retail Lot or out of any kitchen exhaust installed in accordance with this by law 139

**Retail Lot car parking**

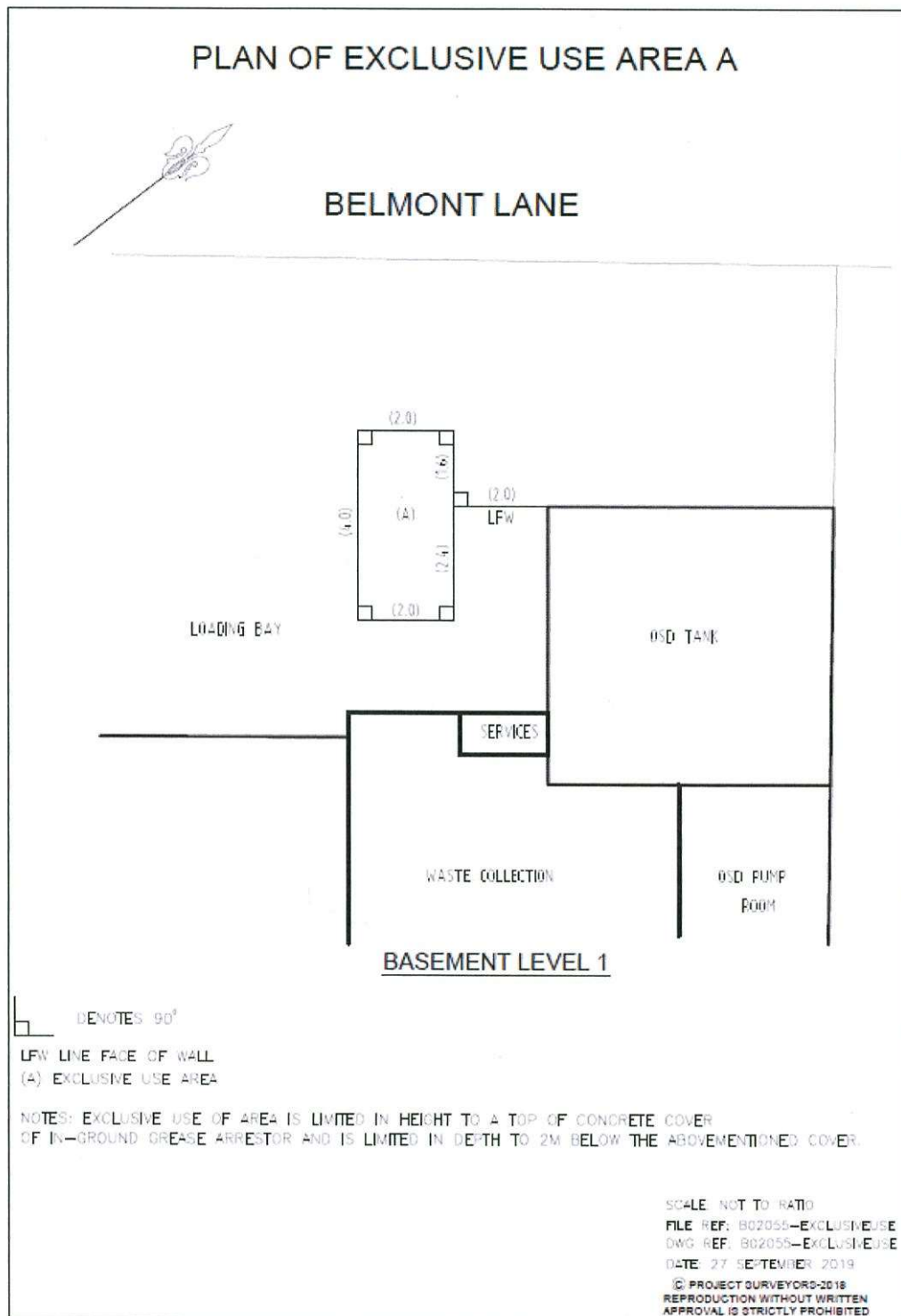
146. The owner or occupier of a Retail Lot must not use or occupy any car parking spaces including visitor car parking spaces other than those car parking spaces which form part of the Retail Lot.

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### Schedule 1

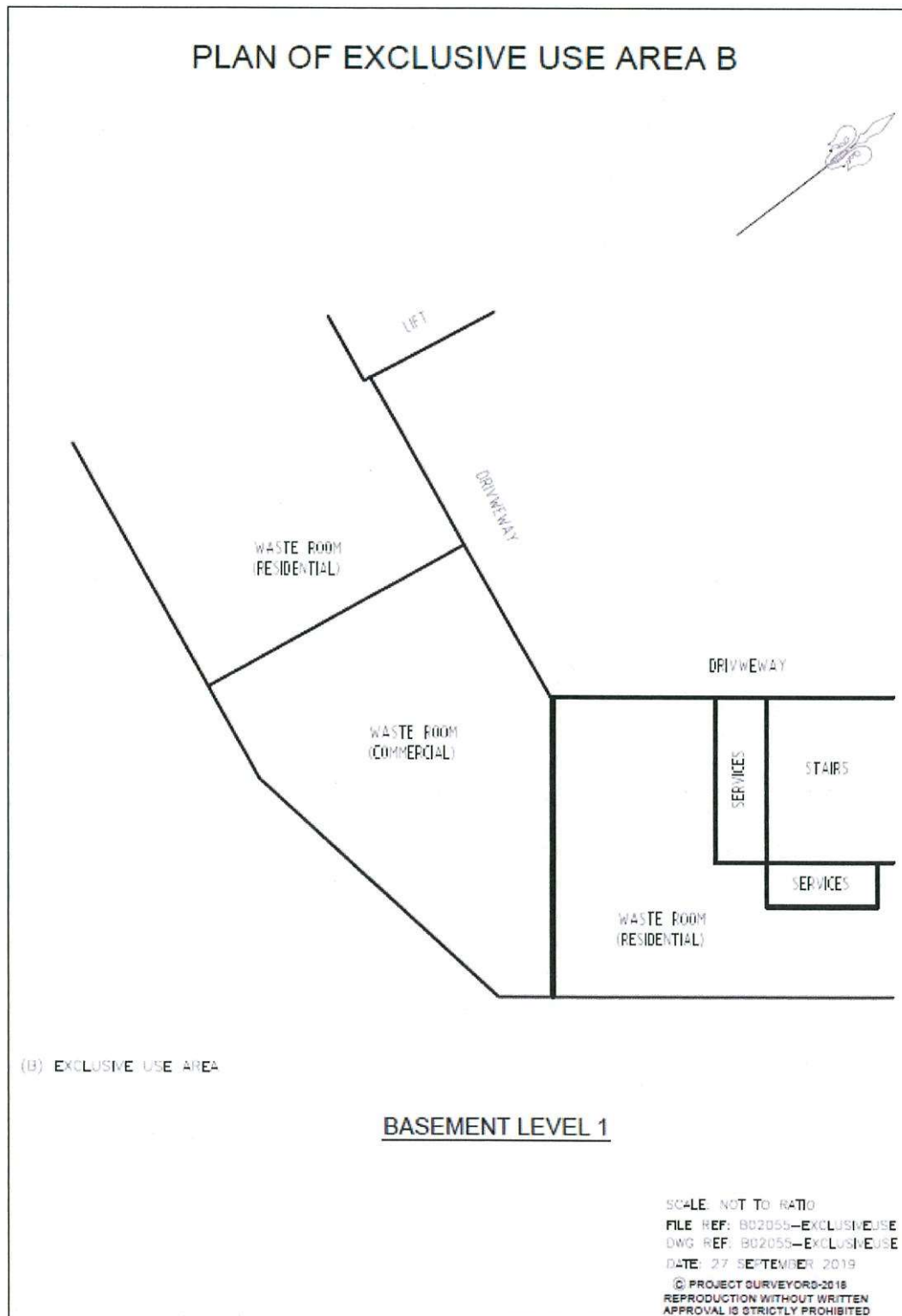


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Office Use Only

Office Use Only

### Schedule 2




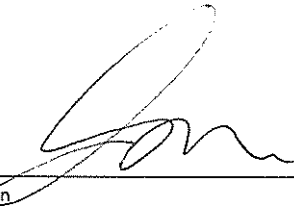
|                 |                     |                       |
|-----------------|---------------------|-----------------------|
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| Registered:     | Office Use Only     | Office Use Only       |

**Executions**

**Registered Proprietor**

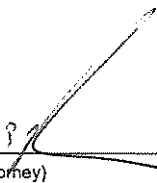
Signed by **Ryde 88 Pty Limited**  
**ACN 608 913 533**  
 under s.127(1) of the *Corporations Act 2001*


  
 \_\_\_\_\_  
 sign  
 \_\_\_\_\_  
 DIRECTOR  
 \_\_\_\_\_  
 office (director or secretary)  
 \_\_\_\_\_  
 HENYAN RU  
 \_\_\_\_\_  
 full name

  
 \_\_\_\_\_  
 sign  
 \_\_\_\_\_  
 DIRECTOR  
 \_\_\_\_\_  
 office (director or secretary)  
 \_\_\_\_\_  
 MIN CHEN  
 \_\_\_\_\_  
 full name

**Mortgagee**

Signed by **Westpac Banking Corporation** by that person's attorney under power of attorney  
 book 4299  
 no 332

  
 \_\_\_\_\_  
 sign (attorney)  
 the attorney states that he or she has no notice of termination or suspension of the power  
 \_\_\_\_\_  
 STUART TRIPOLONE  
 \_\_\_\_\_  
 full name (attorney)

  
 \_\_\_\_\_  
 sign (witness)  
 the witness states that he or she is not a party and was present when the attorney signed  
 \_\_\_\_\_  
 MARVIN TSAHJADI  
 \_\_\_\_\_  
 full name (witness)  
 \_\_\_\_\_  
 275 Kent St Sydney NSW  
 \_\_\_\_\_  
 address (witness)